

ITEM #47-A

**ADDITIONAL MATERIAL
REGULAR MEETING**

MARCH 26, 2026

**SUBMITTED AT THE REQUEST OF
PURCHASING DIVISION**



Finance and Administrative Services Department

PURCHASING DIVISION

115 S. Andrews Avenue, Room 212 • Fort Lauderdale, Florida 33301 • 954-357-6066 • FAX 954-357-8535

MEMORANDUM

DATE: March 16, 2026

TO: Board of County Commissioners

THRU: Stephen Farmer, *Robinson on behalf of* Deputy Chief Financial Officer

FROM: Robert E. Gleason, Director
Purchasing Division

Constance Mangan, Asst. Director, on behalf of
Digitally signed by Constance Mangan, Asst. Director, on behalf of
Date: 2026.03.16 14:20:42 -04'00'

SUBJECT: March 26, 2026 – Commission Meeting – Agenda Item No.47
MOTION TO APPROVE final ranking of qualified firms for Request for Proposals (RFP) No. PNC2128931P1, General Planning Consultant Services for the Port Everglades Department

The attached is a Cone of Silence communication dated March 16, 2026, received from LSN Law, on behalf of their client, Hatch Associates Consultants, Inc. regarding RFP No. PNC2128931P1.

Attachment

REG/cm/lg

c: Monica Cepero, County Administrator
Kevin Kelleher, Deputy County Administrator
Andrew J. Meyers, County Attorney
Robert Melton, County Auditor
Joseph Morris, Director, Port Everglades Department
Constance Mangan, Assistant Director, Purchasing Division

Broward County Board of County Commissioners

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March 16, 2026

VIA EMAIL

Mr. Robert Gleason
Director of Purchasing
Broward County Purchasing Division
115 Andrews Avenue, Suite 212
Fort Lauderdale, FL 33301
rgleason@broward.org

Re: Item 47 on the March 26 BCC Agenda - Request for Proposals (RFP) No. PNC2128931P1 – General Planning Consultant Services PEV

Dear Mr. Gleason:

On behalf of our client, Hatch Associates Consultants, Inc. (“Hatch”), we submit this correspondence pursuant to Section 1-266(e)(6) of the County Code and request that it be transmitted immediately to the Honorable Mayor and Members of the Board of County Commissioners (BCC).

Dear Honorable Mayor and Commissioners:

Item 47 is the result of an illegal procurement “do-over.” Following the completion of a fair and transparent procurement process – in which our client, Hatch, was recommended for award – the County decided to void the results of the procurement process, reset all scores to zero, and empanel a *new* Evaluation Committee to re-evaluate proposals based largely on video recordings of the original oral presentations.

There is simply no precedent for this type of **fragmented re-evaluation process**, where evaluators base their scores on video recordings of presentations made several months earlier to a different Evaluation Committee. This process deviates wildly from the requirements of the County Code and Section 287.055 of the Florida Statutes (the Consultants’ Competitive Negotiation Act, or CCNA). It also undermines the integrity of the procurement process.

Why, you might ask, would the County discard the results of a completed procurement process and improvise an **ad-hoc procedural detour** that exists nowhere in the County’s Procurement Code? The answer is perhaps the most troubling part of the story. The County’s decision was triggered by a meritless “Objection Letter” that repeatedly maligned a member of the original Evaluation Committee – a Broward County employee – alleging he may have violated ethical standards, broken the Cone of Silence, engaged in a “pattern of favoritism,” and even revised his scores outside of a public meeting. As explained below, the objecting proposer had **no legitimate basis** for these allegations, but somehow this deficient “Objection Letter” induced the County to take extraordinary actions, dismantling an Evaluation Committee, discarding the Committee’s scores and recommendations, and conducting an unlawful re-evaluation process.

I. Factual Background

On January 24, 2025, the County issued RFP No. PNC2128931P1 with the intention of engaging two (2) qualified firms to provide general port planning services to the Port Everglades Department (PEV). The County received six (6) proposals, including proposals from Hatch, Moffatt and Nichol, Inc. (“M&N”), and Volkert, Inc. (“Volkert”).

On May 23, 2025, all three (3) Evaluation Committee Members submitted Disclosure Forms confirming their ability to be “fair and impartial to all vendors in this selection process.” One evaluator, Mr. Claude M. Gentil, P.E., a construction project management supervisor at PEV, apparently indicated in his Disclosure Form: “I have not been employed by any of the responding vendors, however my wife is currently employed by Becker & Poliakoff, the lobbyists retained by Moffat [sic] & Nichol. She is a member of the Friedman/Matthews team within the firm.”

On July 29, 2025, the Evaluation Committee conducted its kickoff meeting. The Committee Facilitator observed that all evaluators had submitted Disclosure Forms and confirmed their ability to be fair and impartial. Following some discussion, the Evaluation Committee voted to invite all six (6) proposers to make oral presentations before the Committee.

On August 11, 2025, Evaluation Committee Members submitted new Disclosure Forms, once again confirming their ability to be “fair and impartial.” Once again, Mr. Gentil indicated in his Disclosure Form that he did not have a conflict, while noting that his wife works with a law firm that represents one of the proposers. These forms were published and made available to all proposers on August 14, 2025.

On August 15, 2025, the Evaluation Committee met for seven-and-a-half (7.5) hours to hear oral presentations, evaluate, score, and rank the proposals. Following deliberations, the Evaluation Committee scored M&N and Hatch as the two top-ranked proposers.

Two weeks later, one of the losing proposers, Volkert, submitted an untimely bid protest letter styled as an “Objection Letter” (the “Volkert Letter”). A copy of the Volkert Letter is attached as **Exhibit A**. The Volkert Letter did not introduce any new information that was not presented or submitted to the Evaluation Committee. Instead, the Volkert Letter focused entirely on Mr. Gentil, accusing him of having an impermissible conflict of interest in favor of M&N and suggesting, without evidence, that Mr. Gentil had a direct financial interest in M&N’s success and likely violated the Cone of Silence. Volkert’s only “proof” of impropriety was the information contained in Mr. Gentil’s Disclosure Form.

The County had presumably reviewed Mr. Gentil’s Disclosure Form and correctly determined that Mr. Gentil did not have a conflict of interest – real or perceived – and that his participation in this process was proper. But, following receipt of the Volkert Letter, the County sent a letter to proposers noting that: “Following the rankings, an objection was received alleging a conflict of interest concerning one Evaluation Committee (“EC”) Member.” A copy of the County Letter is attached as **Exhibit B**. The County then announced its intention to discard the work of the original Evaluation Committee and empanel a new Evaluation Committee to: (i) watch videos of the oral presentations; (ii) conduct a virtual Q&A session with each proposer; and

(iii) re-score and re-rank the proposals. The County asked proposers to confirm in writing that they accepted the County's proposed re-evaluation process.

On October 8, 2025, **Hatch submitted a letter formally rejecting the improvised re-evaluation process** and explaining that both the Volkert Letter and the County's proposed process were legally deficient. A copy of the Hatch Letter is attached as **Exhibit C**. Notwithstanding Hatch's objection, the County proceeded with its re-evaluation process. On January 28, 2026, the County played videos of five-month-old presentations to the new Evaluation Committee Members and asked them to re-score and re-rank the proposals. M&N, the firm that allegedly benefitted from an impermissible bias, emerged once again as the top-ranked firm. But Hatch dropped from its second-place position and is no longer being recommended for award of this contract.

II. An Objection Built On Sand

The Volkert Letter fails to produce any evidence whatsoever to support its core allegation that one evaluator, Mr. Gentil, had an impermissible conflict of interest. Mr. Gentil submitted *two* Disclosure Forms stating that his wife works for Becker & Poliakoff, the law firm representing M&N. The County Attorney's Office and Purchasing Division presumably reviewed these Disclosure Forms and correctly concluded that this attenuated connection does not constitute a legal conflict or raise the specter of impropriety.

Despite quoting extensively from the County's Conflict of Interest Ordinance to suggest unethical behavior, Volkert fails to explain how Mr. Gentil violated the Code. There is no evidence that Mr. Gentil or his wife had any financial interest in the outcome of this procurement or that Mr. Gentil otherwise used his office for personal gain. Instead, Volkert uses suggestive language (*e.g.*, "Mr. Gentile [sic] must comply with the County's ethical standards in procurement") to attack Mr. Gentil's integrity and urge the County to reject his written assurances of impartiality. Volkert's baseless insinuations, however, fall well short of establishing a legal conflict of interest.

Not only does Volkert fail to establish a legal conflict, but Volkert fails to establish any actual bias in favor of M&N. The record, in fact, reflects that Mr. Gentil's scores were fair, impartial, and consistent with other evaluators. While Mr. Gentil ranked M&N first, he gave them the *lowest* score (82 points) compared to the other two evaluators (84 and 86 points). He scored M&N just *one* point higher than Hatch and *two* points higher than Volkert – hardly the markers of bias. Even Volkert acknowledged that if Mr. Gentil's scores were removed, M&N would remain the top-ranked firm. Ultimately, Volkert's "objection" was built on shifting sand; it relied on character assassination to dismantle a clean process where the scores were fair, reasonable, and consistent amongst all evaluators.

III. A Dangerous and Unlawful Precedent

By entertaining Volkert's defective objection, the Purchasing Division has established a precedent that threatens to destabilize the County's procurement system. The County's rules are clear: a written objection to a ranking "**must** be based on information that was not presented or submitted to the Evaluation Committee when it made the [original] ranking." *See* Section 21.42(h)(1) of the County Procurement Code (emphasis added). Volkert ignored this mandate

and based its entire argument on information contained in public Disclosure Forms the County Administration had vetted and published prior to the evaluation process in accordance with the Code. Volkert waited until it lost the procurement, then it used information that was known to the County and, by extension, to the Evaluation Committee, to make outrageous allegations and erroneous, unsupported legal conclusions. The Volkert Letter failed to meet the requirements of Section 21.42(h) and, as a result, the County should have rejected the letter outright.

The County, however, decided to evaluate Volkert's deficient letter. What's worse, the County's response was as legally deficient as the letter itself. Under the County Procurement Code, if the Purchasing Director determines that the new information provided by the objecting proposer would have been material to the Evaluation Committee's ranking, the Director may schedule a meeting of the Evaluation Committee to consider the new information and re-score the proposers based on the information submitted. *See* Section 21.42(h)(3). Nothing in the Procurement Code or in the CCNA authorizes the Procurement Director to dismantle a vetted committee, discard their hard work, and empanel a new group of individuals to judge recorded videos and "re-do" the entire procurement. In pursuing this path, **the Purchasing Division bypassed the law and invented a remedy that exists nowhere in the applicable rules and procedures.**

IV. A Path Forward

Awarding this contract as recommended in Item 47 violates both state and local law. The bizarre, hybrid re-evaluation process invented by the County's Procurement Division deviates from all applicable requirements, and the outcome of this process is *per se* unlawful.

Fortunately, there is a lawful path forward. The BCC may strip away the improvised re-evaluation process that was layered into this procurement and award the contract based on the scores and recommendations of the original Evaluation Committee. The original Evaluation Committee performed its duties honorably, ethically, and impartially; and it arrived at a well-reasoned recommendation, directing negotiations with M&N and Hatch. We respectfully submit that the BCC should honor the process and award the contract in accordance with this recommendation. Should you have any questions, please feel free to contact me or my colleague Joshua Freeman.

Sincerely,



Michael Llorente, Esq.

cc: Andrew Meyers, County Attorney, ameyers@broward.org
Damon Jericho, damon.jericho@hatch.com
Kenneth Parkinson, kenneth.parkinson@hatch.com



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August 26, 2025

VIA EMAIL

Robert Gleason
Director of Purchasing
Broward County Purchasing Division
115 S Andrews Ave Ste 212
Fort Lauderdale, FL 33301
rgleason@broward.org

**Re: Objection to Ranking Regarding RFP PNC2128931P1- General Planning
Consultant Services PEV**

Dear Mr. Gleason:

Shutts & Bowen LLP represents Volkert, Inc. (“Volkert”) regarding RFP PNC2128931P1- General Planning Consultant Services for Port Everglades (“Solicitation”). This letter is being timely submitted on behalf of Volkert pursuant to Section 21.42(h)(1) of the Broward County Procurement Code. The issues discussed herein were not presented or submitted to the Evaluation Committee when it made its ranking.¹

I. Background

On January 24, 2025, the Broward County Purchasing Division, on behalf of the Port Everglades Department (PEV), issued Request for Proposals (RFP) No. PNC2128931P1, General Planning Consultant Services for Port Everglades. The purpose of the RFP was to solicit responses from qualified firms capable of providing professional planning services in support of Port Everglades’ ongoing development and operational objectives.

The RFP sought to establish a continuing services agreement with two selected vendors for an initial term of three years, with the possibility of two one-year renewal options. The scope of services included general port planning, on-call and on-site staff support, and potential training services for Port-related staff.

¹ We note that we have a pending public records request for additional materials relating to this procurement that have still not been produced, so we may have additional new information to supplement this objection upon receipt of those public records.

Volkert, Inc., was one of six submitters for the Solicitation, and would be in line for award if the rankings of the Evaluation Committee Member identified below are disregarded due to his conflict of interest.

II. Issues

A. A Member of the Evaluation Committee has an Impermissible Conflict of Interest or, at a minimum, the Appearance of Impropriety

Volkert would like to bring to your attention the first issue of concern: an impermissible conflict of interest or, at a minimum, the appearance of impropriety, involving a member of the Evaluation Committee, specifically Claude Gentil - PEV Construction, whose spouse is currently employed by the Becker and Poliakoff firm and more specifically, working directly with the Bernie Friedman and Nick Matthews, which represents Moffat and Nichols, the incumbent and a proposer on this Solicitation. *See* Gentil Disclosure Form attached hereto as **Exhibit 1**.

We also note that the original disclosure forms posted to the repository did not include Mr. Gentil's disclosure of his wife's employment with the lobbyists for Moffat and Nichols. *See* Illegible Disclosure Form attached hereto as **Exhibit 2**. Volkert brought this to the attention of Purchasing three times, on July 31, August 6, and August 12, before Purchasing uploaded the complete disclosure form on August 14, a mere 23 hours before the SC meeting. This late production of this critical document prevented vendors or the other members of the Selection Committee from having sufficient knowledge of this conflict or appearance of impropriety to timely object or consider its impact on the evaluation process.²

² It also creates an appearance of impropriety that Mr. Gentile's score sheet was revised outside of the public meeting and that the public was unable to observe the scoring and ranking process due to an issue with the video of the Evaluation Committee Meeting. First, unlike the other Evaluation Committee Members who entered their scores electronically during the public portion of the meeting, Mr. Gentil's scores were not so entered due to some type of error, and he re-wrote his scores by hand at some other time, and the total score was not entered by Purchasing on his score sheet as the form requires. *See* **Exhibit 5**. Second, making Mr. Gentil's hand scoring even more problematic under the Sunshine Law, Florida Statutes § 286.011(1), is that when the Evaluation Committee reconvened after a recess, Purchasing posted a document, believed to be the ranking form, without any explanation, discussion, or communication to attendees. After only one or two minutes of silence, the form was removed without comment. No further communication was provided, leaving all participating firms and subconsultants completely unaware of what had transpired. Since the public is not permitted to attend the Selection Committee meeting in person, not only should the public have access to the video and audio feed while the Selection Committee Members are completing their ranking forms, but the reading out of those rankings should be done while the public has access to the video and audio feed. Here, neither happened, so the public was kept in the dark as to the ranking process.

After waiting patiently for an extended period of time for communication from the Committee, several members of the public began posting questions in the Microsoft Teams meeting chat in an effort to understand the meaning of the unusual handling of events and the status of the process. However, it appeared by that time that all Broward County staff and Purchasing personnel had exited the final presentation Microsoft Teams video conference without notice or acknowledgment, and importantly, without a public disclosure of the rankings. From approximately 5:00 p.m. until

To be clear, Mr. Gentil's wife does not merely work for Becker, but works specifically with the actual lobbyists representing the incumbent firm for this Solicitation and, notably, Mr. Gentil placed that firm's client first in his rankings. This gives Mr. Gentil's wife a direct financial interest in Becker's lobbying efforts. Given the nature of this relationship and the spouse's direct connection to those advocating on behalf of Moffat and Nichols, this situation raises legitimate concerns regarding the fairness and impartiality of the evaluation process.

As a County employee, Mr. Gentile must comply with the County's ethical standards in procurement. *See* Section 21.3 of the Broward County Procurement Code. As such, Mr. Gentile must comply with the Broward County Code of Ethics Action, Section 26-71, *et seq.* of the Broward County Code of Ordinances. Procurement Code, § 21.3(a).

It is the intent and declaration of Broward County policy that “[e]ssential to the proper operation of government is the commitment of . . . government employees to independence, impartiality, and responsibility to the people they serve. To achieve this goal, it is necessary . . . that public office and employment not be used for personal gain; and that the people have confidence in the integrity of government.” Code of Ordinances, § 26-67(a). Accordingly, the County has adopted higher standards than the minimum standards of conduct required of employees under Chapter 112, Florida Statutes, Part III, Code of Ethics for Public Officers and Employees. *Id.* at § 26-67(b).

As such, “[i]t is the policy of the County to uphold, promote, and demand the highest standards of ethics from all of its employees . . . Accordingly, . . . employees . . . must maintain the utmost standards of personal integrity, truthfulness, honest, and fairness in carrying out their public duties, **and must avoid even the appearance of impropriety in the performance of their duties and responsibilities.**” *Id.* at § 26-67(c)(1) (emphasis added).

“In furtherance of this policy, the following public service values have been adopted by the Board of County Commissioners. These values shall be the foundation of the County's organizational philosophy and the basis for the development and implementation of policies and procedures governing ethical behavior.” *Id.* at § 26-57(c)(2).

In addition to all the other general rules relating to the Public Trust, Integrity, Responsibility, Fairness, Compassion, and Respect for Others as identified in the Code of Ethics, there is an explicit prohibition that prohibits Mr. Gentile from serving on an Evaluation Committee where his wife is an employee of the Becker firm and a direct report to the individual lobbyists representing

well after 6:00 p.m., numerous consultants remained in the Teams call and continued to submit questions, attempting to clarify the outcome or next steps. *See* Teams Screenshots attached hereto as Composite **Exhibit 4**.

A Volkert representative emailed various Purchasing staff members at 5:56 p.m., 6:06 p.m., and 6:21 p.m., documenting that all consultant teams were still present and awaiting communication. Despite these efforts, no response was received, and no clarification was offered. *See* Email Correspondence attached hereto as **Exhibit 5**. The Volkert representative remained on the Teams call until nearly 8:00 p.m., still having received no communication from Purchasing personnel. To date, there has been no written response to those inquiries, and the status of the Committee's final rankings remains unclear.

a vendor: **“We recuse ourselves from decisions when our personal or our relatives’ financial interests may be affected by our agency’s actions.”** *Id.* at § 26.57(c)(2)6. (emphasis added).

This specific prohibition is narrower in part because it only applies to persons making actual decisions, i.e., Evaluation Committee Members who are ranking vendors, but broader because it is not limited to employees’ “Immediate Family Members” who are attorneys or lobbyists of vendors, i.e., it applies to all “relatives” whose “financial interests may be affected by the agency’s action” as contained in the prohibition in Section § 26.73(d): “County employees shall not, in any way, participate in or seek to influence any procurement or other County-related matter in which. . . . [a]n entity represented by (as attorney, lobbyist, officer, or director) an immediate family member of the County employee is seeking or is engaged in business with the County.” Thus, the fact that Mr. Gentile’s spouse is not an attorney or lobbyist means that § 26.73(d) may not specifically prohibit Mr. Gentile from participating as an Evaluation Committee Member, or for that matter from participating in the procurement even in non-decisional ways, however, it does not free Mr. Gentile from the requirement to recuse himself from the Evaluation Committee where his wife’s financial interest (if not his own) may be affected by the County’s action.

The mandatory recusal arises from the mere potential for financial gain, not the actual financial gain, due to the County’s intention to “uphold, promote, and demand the highest standards of ethics from all of its employees.” This prohibition of participating in the evaluation and ranking decision, where Mr. Gentile’s spouse works directly with a vendor’s lobbyists and firm is necessary to “avoid even the appearance of impropriety,” and is necessary to promote public trust and transparency.

As such, given Mr. Gentil’s wife’s professional connection to a proposer, the inclusion of Mr. Gentil’s scores in calculating rankings on this Solicitation presents, at a minimum, an appearance of impropriety that requires the recusal of Mr. Gentil from the Selection Committee. Accordingly, Volkert respectfully requests that Mr. Gentil’s rankings be removed from the selection process consistent with the requirements of the applicable conflict of interest standards and procurement ethics policies.³

Also, in at least one prior procurement, Mr. Gentil participated as an Evaluation Committee Member, where he ranked a vendor represented by his spouse’s lobbyist bosses as the number one vendor, showing a pattern of favoritism, which again raises at least an appearance of impropriety that should require his recusal as an Evaluation Committee Member where the lobbyists who

³ While not binding, it is important to note for this County that a Palm Beach County advisory opinion ruled that while a spouse working for a county vendor does not automatically trigger a prohibited conflict, the public official must **abstain from participating** in related decisions to avoid any appearance of impropriety. Likewise, an ethics opinion involving a participant in county funding decisions held that even if no direct financial gain is found, an appearance of impropriety may still require non-participation. See [ROO 22-025 Spousal Employer Vendor/Sub-contract with Vendor](#) (holding “[t]he Code also prohibits her from participating in the selection process for any contract or transaction where her spouse’s employer, DWRS, is listed as a vendor. She is also prohibited from influencing others to take some action which would give DWRS a special financial benefit.”)

control his wife's employment represent a vendor involved in the procurement. *See* PNC2128678P1 Engineering Services for District 3A System Fire Flow Improvements. (Disclosure Form and Evaluation Score Sheets attached as **Exhibit 3**).

With Mr. Gentil's scores removed, Moffat & Nichol would still retain its place as the number one-ranked firm, however, Volkert would be in a tie with another vendor, but under the County's tiebreaker criteria per Section 21.42(d) of the Broward County Procurement Code, Volkert would be ranked number 2. Thus, Volkert respectfully requests that Purchasing recalculate the rankings in accordance with the Broward County Procurement Code, excluding the challenged evaluator's scores, and apply the tiebreaker criteria based on the findings in the Purchasing Director's Memorandum.

B. Appearance of Impropriety Exists Due to Risk of an Inadvertent Cone of Silence Violation

Not only is recusal necessary due to the direct prohibition in the County Employee Ethics Code regarding protecting against potential financial gain, but it is necessary to avoid the appearance of impropriety that is caused by the likelihood of even an unintentional cone of silence violation due to the spousal relationship between the Evaluation Committee Member and the Lobbyist Team Member's spouse.

The Cone of Silence strictly prohibits communication between proposers (or their representatives) and evaluators during active solicitation periods. *See* Chapter 1, Article XIII, Sec. 1-266 (a), (defining *Cone of Silence* as "a prohibition on certain communication between certain persons regarding a particular Competitive Solicitation."). Pertaining to *Prohibited communication* Sec. 1-266 further provides that:

Except as set forth in section (e) below, a Cone of Silence shall be in effect for all communications, oral or written, relating to a Competitive Solicitation, at any point during the time periods stated in section (c) below, between any of the following persons:

(1) Any person or entity, including a Vendor or Vendor's Representative, that seeks a contract, award, recommendation, or approval for the Competitive Solicitation, or is subject to being evaluated, or having its response evaluated, in connection with the Competitive Solicitation; and

(2) Any of the following: a Commissioner Office, County Staff, or a member of the Evaluation Committee for the Competitive Solicitation.

Given the close personal relationship between evaluator Mr. Gentil and his wife who is working with Moffat and Nichols's lobbyists (i.e., a vendor's representative), there exists an unavoidable risk of unintentional exposure to prohibited or sensitive information—even if inadvertent or

indirect, i.e., even routine communications between spouses is likely to include some discussion of each other's workday such as even an innocuous comment from Mr. Gentil's spouse speaking about how her lobbyist bosses work for such nice clients etc.

Under Section 1-19(b)(6), the spouse of an evaluator qualifies as an "Immediate Family Member." When that immediate family member is actively engaged with a lobbyist representing a proposer, this creates at minimum the appearance of impropriety and raises a concern that the evaluator may have heard prohibited information or be receiving a prohibited financial benefit, particularly when the evaluator subsequently ranks that proposer highest.

Again, it must be remembered that the County Employee Ethics Code not only prohibits actual conflicts of interest, but requires "all employees . . . must avoid even the appearance of impropriety in the performance of their duties and responsibilities." Code of Ordinance, § 260-67(c)(1). In order to "uphold, promote, and demand the highest standards of ethics from all employees," it is not too much to ask that the County require an employee to recuse himself from serving on an Evaluation Committee Member when his spouse is a direct report of a vendor's lobbyists and an employee of their firm.

III. Conclusion

For the reasons outlined above, Volkert respectfully requests that the County take corrective action to ensure the integrity of the procurement process for RFP PNC2128931P1- General Planning Consultant Services PEV. Specifically, Volkert asks that: (1) the scores submitted by the conflicted Evaluation Committee Member, Claude Gentil be removed; (2) the Final Evaluation Committee meeting be rescheduled, using the remaining Member's existing scores, and conducted in accordance with the Florida Sunshine Law; and (3) the proper tiebreaker criteria under Section 21.42(d) of the County Procurement Code be applied using the findings in the Purchasing Director's Memorandum. Based on those criteria, Volkert, who qualifies as a local vendor, should be awarded the second available contract.

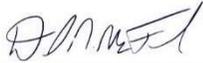
In addition, as noted, Volkert does not believe that the most recent Final Evaluation Committee meeting adhered to the established procedural requirements. Accordingly, Volkert respectfully request that a copy of this letter, along with all attached exhibits, be included in the materials provided to the Evaluation Committee at the next scheduled Final Evaluation meeting to ensure compliance with the Sunshine Law and a fair, informed evaluation of all proposals, and that these materials be included in the back up when this procurement is presented to the County Commission.

Sincerely,
Shutts & Bowen LLP



Joseph M. Goldstein
Janeil A. Morgan

On behalf of Volkert, I attest that all statements made in support of this Letter are accurate, true, and correct to the best of our knowledge. Moreover, on behalf of Volkert, we acknowledge that the determination of inaccurate, untruthful, or incorrect statements herein may serve as a basis for debarment.



David McFarlin, Senior Vice President, Volkert, Inc.
August 26, 2025

cc: Andrew Meyers, County Attorney, ameyers@broward.org
Fernando Amuchastegui, Senior Assistant County Attorney, FA@broward.org
Maureen Lewis, Senior Purchasing Agent, Senior, mlewis@broward.org
Nancy Oleson, Assistant Purchasing Manager, nolesen@broward.org
Christine Shorey, Senior Purchasing Manager, cshorey@broward.org
Dana Pollitt, dana@adept.co



Disclosure Form

As a follow up to the Board's Direction to seek full disclosure and clarification of any potential or perceived conflict for Committee Members who serve on any Broward County Committee Based procurements, all of the following questions **MUST** be answered.

PNC2128931P1

General Planning Consultant Services for Port Everglades

Solicitation Number

Solicitation Title

1. *Have you or anyone in your immediate family (including parent, spouse, child, sibling) ever worked for any of the proposing vendors or any principal of the proposing vendors? If so, please explain.*

I have not been employed by any of the responding vendors, however my wife is currently employed by Becker & Poliakoff, the lobbyists retained by Moffat & Nichol. She is a member of the Friedman/Matthews team within the firm.

2. *As a County employee, have you ever worked with or had any business or personal relationship with any of the proposing vendors or any of their principals? This includes, but is not limited to, working with any vendors on County contracts or being involved in litigation with any vendors. If so, please explain.*

I was the Port's project manager on the Southport Turning Notch project where I worked with Larry DeRose and Rodrigo Mazuera who are both now working at Moffitt & Nichol.

3. *Notwithstanding the responses to questions #1 and #2 above, do you believe you can be fair and impartial to all vendors in this selection process?*

Yes.

All responses will be included in any award package submitted to the appropriate award authority and a copy also maintained in the Purchasing Division file and will be available upon request.

Claude M. Gentil, P.E.

Print Name

Signature

Seaport Engineering & Construction Division

Agency

August 11, 2025

Date



Disclosure Form

As a follow up to the Board's Direction to seek full disclosure and clarification of any potential or perceived conflict for Committee Members who serve on any Broward County Committee Based procurements, all of the following questions **MUST** be answered.

PNC2128931P1	General Planning Consultant Services for +
Solicitation Number	Solicitation Title

1. *Have you or anyone in your immediate family (including parent, spouse, child, sibling) ever worked for any of the proposing vendors or any principal of the proposing vendors? If so, please explain.*

I have not been employed by any of the responding vendors, however my wife is +

2. *As a County employee, have you ever worked with or had any business or personal relationship with any of the proposing vendors or any of their principals? This includes, but is not limited to, working with any vendors on County contracts or being involved in litigation with any vendors. If so, please explain.*

I was the Port's project manager on the Southport Turning Notch project where i +

3. *Notwithstanding the responses to questions #1 and #2 above, do you believe you can be fair and impartial to all vendors in this selection process?*

Yes

All responses will be included in any award package submitted to the appropriate award authority and a copy also maintained in the Purchasing Division file and will be available upon request.

Claude M. Gentil, P.E.

Seaport Engineering & Construction Division +

Print Name Digitally signed by CLAUDE GENTIL Date: 2025.05.23 14:57:06 -04'00'
Signature CLAUDE GENTIL

Agency 5/23/25
Date



Disclosure Form

As a follow up to the Board’s Direction to seek full disclosure and clarification of any potential or perceived conflict for Committee Members who serve on any Broward County Committee Based procurements, all of the following questions **MUST** be answered.

PNC2128678P1

Engineering Services for District 3A System Fire Flow Improvements

Solicitation Number

Solicitation Title

1. *Have you or anyone in your immediate family (including parent, spouse, child, sibling) ever worked for any of the proposing vendors or any principal of the proposing vendors? If so, please explain.*

No

2. *As a County employee, have you ever worked with or had any business or personal relationship with any of the proposing vendors or any of their principals? This includes, but is not limited to, working with any vendors on County contracts or being involved in litigation with any vendors. If so, please explain.*

Yes, both firms have ongoing contracts with the County and are doing work for projects I'm managing.

3. *Notwithstanding the responses to questions #1 and #2 above, do you believe you can be fair and impartial to all vendors in this selection process?*

Yes

All responses will be included in any award package submitted to the appropriate award authority and a copy also maintained in the Purchasing Division file and will be available upon request.

Sabrina Baglieri

Print Name

Sabrina Baglieri Digitally signed by Sabrina Baglieri
Date: 2024.10.14 08:31:11 -04'00'

Signature

WWED

Agency

10/14/2024

Date

Disclosure Form

As a follow up to the Board’s Direction to seek full disclosure and clarification of any potential or perceived conflict for Committee Members who serve on any Broward County Committee Based procurements, all of the following questions MUST be answered.

PNC2128678P1

Engineering Services for District 3A System Fire Flow Improvements

Solicitation Number

Solicitation Title

1. *Have you or anyone in your immediate family (including parent, spouse, child, sibling) ever worked for any of the proposing vendors or any principal of the proposing vendors? If so, please explain.*

No

2. *As a County employee, have you ever worked with or had any business or personal relationship with any of the proposing vendors or any of their principals? This includes, but is not limited to, working with any vendors on County contracts or being involved in litigation with any vendors. If so, please explain.*

No

3. *Notwithstanding the responses to questions #1 and #2 above, do you believe you can be fair and impartial to all vendors in this selection process?*

Yes

All responses will be included in any award package submitted to the appropriate award authority and a copy also maintained in the Purchasing Division file and will be available upon request.

Carlos Garcia

Print Name

Carlos Garcia

Digitally signed by Carlos Garcia
Date: 2024.10.02 08:45:47 -04'00'

Signature

Water and Wastewater Services

Agency

10/2/2024

Date

Disclosure Form

As a follow up to the Board’s Direction to seek full disclosure and clarification of any potential or perceived conflict for Committee Members who serve on any Broward County Committee Based procurements, all of the following questions MUST be answered.

PNC2128678P1

Engineering Services for District 3A System Fire Flow Improvements

Solicitation Number

Solicitation Title

1. *Have you or anyone in your immediate family (including parent, spouse, child, sibling) ever worked for any of the proposing vendors or any principal of the proposing vendors? If so, please explain.*

No, however my wife works for the law firm retained by Chen Moore to act as a lobbyist.

2. *As a County employee, have you ever worked with or had any business or personal relationship with any of the proposing vendors or any of their principals? This includes, but is not limited to, working with any vendors on County contracts or being involved in litigation with any vendors. If so, please explain.*

Yes. Currently Port Everglades has a contract with Chen Moore

3. *Notwithstanding the responses to questions #1 and #2 above, do you believe you can be fair and impartial to all vendors in this selection process?*

Yes

All responses will be included in any award package submitted to the appropriate award authority and a copy also maintained in the Purchasing Division file and will be available upon request.

Claude M. Gentil, P.E.

Print Name

CLAUDE GENTIL

Digitally signed by CLAUDE GENTIL
Date: 2024.09.20 11:37:53 -04'00'

Signature

Seaport Engineering & Construction

Agency

September 20, 2024

Date

Disclosure Form

As a follow up to the Board’s Direction to seek full disclosure and clarification of any potential or perceived conflict for Committee Members who serve on any Broward County Committee Based procurements, all of the following questions MUST be answered.

PNC2128678P1

Engineering Services for District 3A System Fire Flow Improvements

Solicitation Number

Solicitation Title

1. *Have you or anyone in your immediate family (including parent, spouse, child, sibling) ever worked for any of the proposing vendors or any principal of the proposing vendors? If so, please explain.*

No.

2. *As a County employee, have you ever worked with or had any business or personal relationship with any of the proposing vendors or any of their principals? This includes, but is not limited to, working with any vendors on County contracts or being involved in litigation with any vendors. If so, please explain.*

In my capacity as a procurement professional, I have worked with some of the proposing firms. The work was limited to procurement matters and negotiations in advance of being awarded resultant County contracts.

3. *Notwithstanding the responses to questions #1 and #2 above, do you believe you can be fair and impartial to all vendors in this selection process?*

Yes.

All responses will be included in any award package submitted to the appropriate award authority and a copy also maintained in the Purchasing Division file and will be available upon request.

Christine Shorey

Print Name

Christine C. Shorey

Digitally signed by Christine C. Shorey
Date: 2024.09.18 10:23:35 -04'00'

Signature

Purchasing Division

Agency

09/18/2024

Date

Disclosure Form

As a follow up to the Board’s Direction to seek full disclosure and clarification of any potential or perceived conflict for Committee Members who serve on any Broward County Committee Based procurements, all of the following questions **MUST** be answered.

PNC2128678P1

Engineering Services for District 3A System Fire Flow Improvements

Solicitation Number

Solicitation Title

1. *Have you or anyone in your immediate family (including parent, spouse, child, sibling) ever worked for any of the proposing vendors or any principal of the proposing vendors? If so, please explain.*

No.

2. *As a County employee, have you ever worked with or had any business or personal relationship with any of the proposing vendors or any of their principals? This includes, but is not limited to, working with any vendors on County contracts or being involved in litigation with any vendors. If so, please explain.*

I have worked with Chen Moore and Associates, Inc. for Work Authorization CMA 19-17 under General Service Agreement for Engineering Services for Water and Wastewater Services PNC2117097P1.

3. *Notwithstanding the responses to questions #1 and #2 above, do you believe you can be fair and impartial to all vendors in this selection process?*

Yes.

All responses will be included in any award package submitted to the appropriate award authority and a copy also maintained in the Purchasing Division file and will be available upon request.

Gerald Soto

Print Name

Gerald Soto

Digitally signed by Gerald Soto
Date: 2024.10.14 08:16:40 -04'00'

Signature

WWS

Agency

10/14/2024

Date

SCORING SHEET

Combination Initial and Final Evaluation Meeting
RFP No. PNC2128678P1, Engineering Services for District 3A System Fire Flow Improvements
Date: November 5, 2024
Location: Governmental Center, Room 430

Evaluation Criteria - Project Specific Criteria (Complete text of questions provided separately)	Maximum Points	Chen Moore and Associates, Inc.	Thompson & Associates, Inc., Civil Engineering
ABILITY OF PROFESSIONAL PERSONNEL (Total Maximum Points = 30)			
See Evaluation Criteria - question 1.a	20	17	13
See Evaluation Criteria - question 1.b	10	8	10
PROJECT APPROACH (Total Maximum Points = 25)			
See Evaluation Criteria - question 2.a	10	10	7
See Evaluation Criteria - question 2.b	10	10	7
See Evaluation Criteria - question 2.c	5	5	3
PAST PERFORMANCE (Total Maximum Points = 30)			
See Evaluation Criteria - question 3	30	30	28
WORKLOAD OF FIRM			
See Evaluation Criteria - question 4	5	5	5
Points Entered by Purchasing			
Location - See Evaluation Criteria - question 5	5	5	5
Willingness to Meet Time and Budget Requirements See Evaluation Criteria - question 6	2	2	2
Volume of Previous Work See Evaluation Criteria - question 7	3	2	3
TOTAL SCORE (CALCULATED BY PURCHASING) Maximum 100 Points	100	94	83

Gerald Soto Fernandez

Name

DATE:

By submitting this document I certify that I have abided by the Cone of Silence Ordinance and have not been influenced or coerced by anyone in the assignment of the points by me for this procurement.

SCORING SHEET

Combination Initial and Final Evaluation Meeting
RFP No. PNC2128678P1, Engineering Services for District 3A System Fire Flow Improvements
Date: November 5, 2024
Location: Governmental Center, Room 430

Evaluation Criteria - Project Specific Criteria (Complete text of questions provided separately)	Maximum Points	Chen Moore and Associates, Inc.	Thompson & Associates, Inc., Civil Engineering
ABILITY OF PROFESSIONAL PERSONNEL (Total Maximum Points = 30)			
See Evaluation Criteria - question 1.a	20	19	19
See Evaluation Criteria - question 1.b	10	8	9
PROJECT APPROACH (Total Maximum Points = 25)			
See Evaluation Criteria - question 2.a	10	9	9
See Evaluation Criteria - question 2.b	10	9	9
See Evaluation Criteria - question 2.c	5	4	5
PAST PERFORMANCE (Total Maximum Points = 30)			
See Evaluation Criteria - question 3	30	29	29
WORKLOAD OF FIRM			
See Evaluation Criteria - question 4	5	4	4

Points Entered by Purchasing

Location - See Evaluation Criteria - question 5	5	5	5
WILLINGNESS TO MEET TIME AND BUDGET REQUIREMENTS See Evaluation Criteria - question 6	2	2	2
VOLUME OF PREVIOUS WORK See Evaluation Criteria - question 7	3	2	3
TOTAL SCORE (CALCULATED BY PURCHASING) Maximum 100 Points	100	91	94

Carlos Garcia

DATE:

Name _____

By submitting this document I certify that I have abided by the Cone of Silence Ordinance and have not been influenced or coerced by anyone in the assignment of the points by me for this procurement.

SCORING SHEET

Combination Initial and Final Evaluation Meeting
RFP No. PNC2128678P1, Engineering Services for District 3A System Fire Flow Improvements
Date: November 5, 2024
Location: Governmental Center, Room 430

Evaluation Criteria - Project Specific Criteria (Complete text of questions provided separately)	Maximum Points	Chen Moore and Associates, Inc.	Thompson & Associates, Inc., Civil Engineering
ABILITY OF PROFESSIONAL PERSONNEL (Total Maximum Points = 30)			
See Evaluation Criteria - question 1.a	20	20	18
See Evaluation Criteria - question 1.b	10	10	10
PROJECT APPROACH (Total Maximum Points = 25)			
See Evaluation Criteria - question 2.a	10	8	8
See Evaluation Criteria - question 2.b	10	8	7
See Evaluation Criteria - question 2.c	5	5	5
PAST PERFORMANCE (Total Maximum Points = 30)			
See Evaluation Criteria - question 3	30	30	30
WORKLOAD OF FIRM			
See Evaluation Criteria - question 4	5	5	5

Points Entered by Purchasing

Location - See Evaluation Criteria - question 5	5	5	5
WILLINGNESS TO MEET TIME AND BUDGET REQUIREMENTS See Evaluation Criteria - question 6	2	2	2
VOLUME OF PREVIOUS WORK See Evaluation Criteria - question 7	3	2	3
TOTAL SCORE (CALCULATED BY PURCHASING) Maximum 100 Points	100	95	93

Claude Gentile

DATE:

Name _____

By submitting this document I certify that I have abided by the Cone of Silence Ordinance and have not been influenced or coerced by anyone in the assignment of the points by me for this procurement.

Scoring Summary Sheet

Combination Initial and Final Evaluation Meeting

RFP No. PNC2128678P1, Engineering Services for District 3A System Fire Flow Improvements

Date: November 5, 2024

Location: Governmental Center, Room 430

Firm Name	Gerald Soto Fernandez	Carlos Garcia	Claude Gentile	Total Points	Ranking
Chen Moore and Associates, Inc.	94	91	95	280	1
Thompson & Associates, Inc., Civil Engineering	83	94	93	270	2

TIE BREAKER CRITERIA

1. Vendor located within Broward County as set forth in Subsection 21.31.c.
2. Vendor which provides domestic partner benefits.
3. Vendor that has the lowest dollar volume of work, calculated by payments to vendor, by County over a five (5) year period from the date of the submittal.
4. A re-vote or re-assessment of only the tied vendors.
5. Preference to vendor receiving a majority of the total first-place votes.

Local Preference may not be applied to Federally funded/governed procurements DELETE if not applicable

PREFERENCE FOR LOCAL VENDORS - RFP's

For all other competitive solicitations in which objective factors used to evaluate the responses from vendors are assigned point totals, if, upon the completion of final rankings (technical and price combined, if applicable) by the evaluation committee, a nonlocal vendor is the highest ranked vendor and one or more Local Businesses (as defined by Section 1-74 of the Broward County Code of Ordinances) are within five percent (5%) of the total points obtained by the nonlocal vendor, the highest ranked Local Business shall be deemed to be the highest ranked vendor overall, and the County shall proceed to negotiations with that vendor. If impasse is reached, the County shall next proceed to negotiations with the next highest ranked Local Business that was within five percent (5%) of the total points obtained by the nonlocal vendor, if any.

Katherine Mas (BEA) 5:50 PM

 KM Was that the final score? Will there be further commentary?

Bryan Seitz 5:59 PM

 So I guess they aren't going to make an official announcement?

Garcia, Tere 6:01 PM

 Did they give the final scores

Katherine Mas (BEA) 6:06 PM

 KM Has the meeting concluded??

Participants



 **Share invite**

▼ In this meeting (8)

-  **DP** Dana Pollitt 
-  **+19*****20 (Unverified)**  
-  **BS** Bryan Seitz 
-  **CL** Christian Luz (Unverified) 
-  **DV** Dennis Vasin 
-  **DL** Diana Leon 
-  **JS** James Spinks 
-  **AL** Lozada, Antonio 

Participants

Share invite

In this meeting (8)

- DP Dana Pollitt
- +19*****20 (Unverified)
- BS Bryan Seitz
- CL Christian Luz (Unverified)
- DV Dennis Vasin
- DL Diana Leon
- JS James Spinks
- AL Lozada, Antonio

Participant tile for +19*****20 (Unverified)

Avatar: +19*****20 (Unverified)

Microphone icon:

Participant tile for Christian Luz (Unverified)

Avatar: CL

Microphone icon:

Participant tile for Dana Pollitt

Avatar: DP

Microphone icon:

Participant tile for Lozada, Antonio

Avatar: AL

Microphone icon:

Participant tile for Diana Leon

Avatar: DL

Microphone icon:

Participant tile for Dennis Vasin

Avatar: DV

Microphone icon:

Participant tile for James Spinks

Avatar: JS

Microphone icon:

Participant tile for Bryan Seitz

Avatar: BS

Microphone icon:

Meeting chat

DP

+19*****20 (Unverified)



Dana Politt



DL

Diana Leon



Dennis Vasin



This message has been deleted.

5:44 PM Recording has stopped. Saving recording...

Katherine Mas (BEA) 5:50 PM

KM Was that the final score? Will there be further commentary?

Bryan Seitz 5:59 PM

So I guess they aren't going to make an official announcement?

Garcia, Tere 6:01 PM

Did they give the final scores

Katherine Mas (BEA) 6:06 PM

KM Has the meeting concluded??

Type a message

From: Dana Pollitt <dana@adept.co>
Date: August 15, 2025 at 6:21:00 PM EDT
To: nolesen@broward.org, mlewis@broward.org
Subject: Re: Final Ranking - General Planning PEV

There are still 10 people on teams call.

Consultants are asking questions.

Dana

On Fri, Aug 15, 2025 at 6:06 PM Dana Pollitt <dana@adept.co> wrote:
There are still 18 people on the teams call and waiting for purchasing.

Dana

On Fri, Aug 15, 2025 at 5:56 PM Dana Pollitt <dana@adept.co> wrote:
Will the meeting reconvene with some commentary? We are all waiting for some discussion.

Please advise,

Dana

--

Dana Pollitt
President | ADEPT
o: 954.769.1533 | m: 954.937.9403
dana@adept.co | www.adept.co

--

Dana Pollitt
President | ADEPT
o: 954.769.1533 | m: 954.937.9403
dana@adept.co | www.adept.co

--

Dana Pollitt
President | ADEPT
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dana@adept.co | www.adept.co



Finance and Administrative Services Department
PURCHASING DIVISION

115 S. Andrews Avenue, Room 212 • Fort Lauderdale, Florida 33301 • 954-357-6066 • FAX 954-357-8535

October 3, 2025

Via E-Mail

To: Proposing Firms for Request for Proposals (RFP) No. PNC2128931P1

BEA Architects, Inc.	Bruno-Elias Ramos Adrian Price	beamarketing@beai.com Adrian@beai.com
Bowman Consulting Group Ltd.	Vijay Agrawal, PE Bill Barbaro, PE	vijay.agrawal@bowman.com bill.barbaro@bowman.com
GHD Inc. dba GHD Consulting Inc.	Dean Goodin Michael Vanderbeek	dean.goodin@ghd.com michael.vanderbeek.com
Hatch Associates Consultants, Inc.	Kenneth Parkinson Damon Jericho	kenneth.parkinson@hatch.com damon.jericho@hatch.com
Moffatt & Nichol, Inc.	Hugo Bermudez Larry DeRose	hbermudez@moffattnichol.com lderoser@moffattnichol.com
Volkert, Inc.	David McFarlin, PE, PLS, PTOE James Spinks, PE, PTOE	david.mcfarlin@volkert.com james.spinks@volkert.com

Subject: RFP No. PNC2128931P1, General Planning Consultant Services Port Everglades

Dear Vendors:

The Broward County Purchasing Division is informing you of recent developments concerning the above-referenced solicitation. Following the rankings, an objection was received alleging a conflict of interest concerning one Evaluation Committee (“EC”) member.

After necessary consideration, consultation with County stakeholders, including the Office of the County Attorney, together with a review of the record, we intend to take the following actions:

1. All prior scores of the Evaluation Committee will be cancelled.
2. A new EC will be appointed to review vendors’ submittals and watch videos of all final presentations, up to (but not including) the Question-and-Answer (Q&A) segments.

3. The new EC may then ask questions to vendors during a new virtual Q&A period with each vendor, prior to the EC scoring and ranking firms. The Q&A period for each vendor will be recorded but closed to competing vendors and the public. Subconsultants included in multiple vendor proposals may only be present in one Q&A session.
4. The County will provide the new EC members with supporting information for evaluation (ex. proposals, matrixes, compliance memoranda, references).
5. The Florida Sunshine Law (Chapter 286, F.S.) will continue to apply, and the Broward Cone of Silence remains in place.
6. Vendors will be evaluated under the existing evaluation criteria based on their submitted solicitation responses, video presentations, and any follow-up questions from the new EC members. There will be no changes or updates to qualifications, methodology, or approach from the original submitted responses.

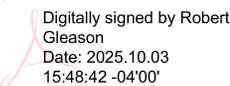
In order to proceed and expedite this effort, we believe this action is the most simple, fair, and efficient, and ensures all offerors are evaluated equitably to help ensure fairness and integrity in the procurement process.

If you have any concerns with above process, please specify in writing to the Director of Purchasing a rgleason@broward.org by October 8, 2025. Otherwise, please confirm in writing your acceptance of this proposed process. It is our hope and expectation that all vendors will consent to the proposed process and this solicitation will expeditiously proceed to ranking and award.

We appreciate your cooperation and anticipated agreement. If a question, then please email both me at rgleason@broward.org and Senior Manager, Christine Shorey at cshorey@broward.org.

Respectfully,

Robert
Gleason
Robert E. Gleason, Director
Purchasing Division



Digitally signed by Robert
Gleason
Date: 2025.10.03
15:48:42 -04'00'

REG/ccs/sl

- c: Constance Mangan, Assistant Director, Purchasing Division
Christine Shorey, Senior Purchasing Manager, Purchasing Division
Ricardo Abraham, Senior Assistant County Attorney



October 8, 2025

VIA EMAIL

Mr. Robert Gleason
Director of Purchasing
Broward County Purchasing Division
115 Andrews Avenue, Suite 212
Fort Lauderdale, FL 33301
rgleason@broward.org

Re: Objection to Proposed Deviation from Published Selection Process for Request for Proposals (RFP) No. PNC2128931P1 – General Planning Consultant Services PEV

Dear Mr. Gleason:

This firm represents Hatch Associates Consultants, Inc. (“Hatch”) in connection with the above-referenced RFP. We are in receipt of your letter dated October 3, 2025, in which you express the Purchasing Division’s intent to discard the Evaluation Committee’s scores and rankings, empanel a new Evaluation Committee, and conduct a new evaluation and scoring process for this procurement. For the reasons stated below, Hatch respectfully objects to the proposed re-scoring process.

I. Background

On January 24, 2025, the County, on behalf of the Port Everglades Department (PEV), issued Request for Proposals (RFP) No. PNC2128931P1 – General Planning Consultant Services PV. The purpose of the RFP was to engage the services of two (2) qualified firms experienced in general port planning services for PEV, including, but not limited to, on-call/onsite staff support coordination.

On March 6, 2025, the County received proposals from the following six (6) companies: (i) Hatch; (ii) Moffatt and Nichol, Inc. (“M&N”); (iii) Volkert, Inc. (“Volkert”); (iv) BEA Architects, Inc.; (v) Bowman Consulting Group, Ltd., Inc; and (vi) GHD Consulting, Inc.

On or around May 23, 2025, the three (3) members of the evaluation committee submitted their signed Disclosure Forms confirming their ability to be “*fair and impartial to all vendors in this selection process.*” It appears one evaluator, Mr. Claude M. Gentil, P.E., a construction project management supervisor at PEV, indicated in his Disclosure Form, that: “*I have not been employed by any of the responding vendors, however my wife is currently employed by Becker & Poliakoff, the lobbyists retained by Moffat [sic] & Nichol. She is a member of the Friedman/Matthews team within the firm.*”

On July 29, 2025, the Evaluation Committee conducted its kickoff meeting. The Evaluation Committee determined that all six (6) proposers were responsive and responsible and should be invited to make oral presentations during the Committee's final meeting. The non-voting committee facilitator also noted on the record that all evaluators had submitted their Disclosure Forms and confirmed their ability to be fair and impartial in their evaluation of the proposals.

On or around August 11, 2025, the Evaluation Committee Members submitted new Disclosure Forms, once again confirming their ability to be "*fair and impartial to all vendors in this selection process.*" Once again, Mr. Claude M. Gentil, P.E., indicated in his Disclosure Form, that: "*I have not been employed by any of the responding vendors, however my wife is currently employed by Becker & Poliakoff, the lobbyists retained by Moffat [sic] & Nichol. She is a member of the Friedman/Matthews team within the firm.*" These forms were published and made available to the public on August 14, 2025.

On August 15, 2025, the Evaluation Committee met for **seven-and-a-half (7.5) hours** to hear oral presentations, evaluate, score, and rank the proposals. Following deliberations, the Evaluation Committee scored M&N and Hatch as the two top-ranked proposers.

On August 26, 2025, twelve (12) days after the publication of the Disclosure Forms and eleven (11) days after the final Evaluation Committee meeting, Volkert submitted an untimely bid protest letter, styled as an "Objection Letter," to the Purchasing Division (the "Volkert Letter"). The Volkert Letter did not argue that the Evaluation Committee erred by failing to consider material information regarding the various proposers. Instead, the Volkert Letter focused squarely on the alleged bias of Mr. Gentil, one of three (3) evaluators. Specifically, the Volkert Letter: (i) accused Mr. Gentil of having an impermissible conflict of interest in favor of one of the proposers, M&N; (ii) suggested that Mr. Gentil's score sheet may have been "*revised outside of the public meeting*"; (iii) insisted there is a "*likelihood*" that Mr. Gentil violated the Cone of Silence. The Volkert Letter also suggested that Mr. Gentil had engaged in a "pattern of favoritism" that undermines the integrity of the public procurement process. These attacks on Mr. Gentil's impartiality are unsupported by the facts and based on pure conjecture.

Tellingly, after maligning Mr. Gentil and accusing him of bias in favor of M&N, Volkert urged the County to take remedial actions that would leave M&N as the top-ranked proposer but, according to Volkert, would allow Volkert to leap-frog over Hatch to secure the second-place ranking: "**With Mr. Gentil's scores removed, Moffat [sic] and Nichol would still retain its place as the number one-ranked firm, however, Volkert would be in a tie with another vendor, but under the County's tie-breaker criteria per section 21.42(d) of the Broward County Procurement Code, Volkert would be ranked number 2.**" Volkert's request for relief reveals its true intentions – not to preserve the integrity of this procurement process (which was clean, open, and transparent), but rather to win at all costs. Even if that cost is Mr. Gentil's professional reputation.

On October 3, 2025, the County's Purchasing Division sent proposers a letter noting that: "Following the rankings, an objection was received alleging a conflict of interest concerning one Evaluation Committee (EC) member." Apparently guided by the unsupported allegations in the Volkert Letter, the Purchasing Division proposed to discard the Evaluation Committee's hard work and deviate from the evaluation process described in the RFP and mandated in the County's Procurement Code. Specifically, the Purchasing Division proposed empaneling a

new Evaluation Committee to review vendors' submittals, watch videos of the proposers' final presentations, conduct a new question-and-answer period with each proposer, and rescore and re-rank the proposers. The Purchasing Division then asked all proposers to: ***“Please confirm in writing your acceptance of this proposed process.”***

For the reasons set forth below, **we do not accept.**

II. The Volkert Letter is Procedurally Defective and Fails to Meet the Criteria of an Objection Letter Set Forth in Section 21.42(h) of the County's Procurement Code.

The Volkert Letter, which serves as the basis for the Purchasing Division's intended action, is procedurally defective and fails to meet the requirements for an Objection Letter, as set forth in Section 21.42(h) of the County's Procurement Code. In addition, the Purchasing Division's proposed action is not a permissible course of action under Section 21.42(h).

Under Section 21.42(h) of the County's Procurement Code, a vendor who believes the Evaluation Committee failed to consider material information may, within three (3) business days after the ranking is posted on the Purchasing Division's website, file a written Objection Letter explaining how the information would have caused the Evaluation Committee to issue a different ranking. If the Director of Purchasing determines the new information would have been material to the Evaluation Committee's ranking, the Director of Purchasing "shall schedule a meeting of the Evaluation Committee to consider the information." Section 21.42(h), in its entirety, reads as follows:

(h) Objection to Ranking

- (1) A vendor may file with the Director of Purchasing a written objection to a ranking within three (3) business days after the ranking is posted on the Purchasing Division's website. The objection must be based on information that was not presented or submitted to the Evaluation Committee when it made the ranking. The objection must (1) identify the vendor submitting the objection and the solicitation involved; (2) include a clear statement of the information on which the objection is based; and (3) explain why the information, had it been presented or submitted to the Evaluation Committee, would have caused the Evaluation Committee to issue a different ranking.
- (2) If the Purchasing Director determines that the information provided in the objection would not have been material to the Evaluation Committee's ranking, the Director of Purchasing shall so inform the objecting vendor in writing and state the reasons for that determination.
- (3) If the Director of Purchasing determines that the information provided in the objection would have been material to the

Evaluation Committee's ranking, the Director of Purchasing shall schedule a meeting of the Evaluation Committee to consider the information. The Evaluation Committee may issue a new ranking based on the information submitted, and the procedures set forth in Section 21.42(e) shall apply to any new ranking.

The objection process described in Section 21.42(h) of the County's Procurement Code is not a substitute for the bid protest process outlined in Section 21.65 of the Procurement Code. The bid protest process, which involves the payment of a filing fee and a more exhaustive review process, is available to vendors who believe they have been "aggrieved in connection with the specifications, requirements, proposed award, or ranking of vendors for a solicitation."

In this case, Volkert filed its "Objection Letter" eleven (11) days after the publication of the final rankings. Upon information and belief, Volkert filed its Objection Letter more than three (3) business days after the ranking was posted on the Purchasing Division's website, making it untimely under Section 21.42(h). In addition, the Volkert Letter was not based on information "that was not presented or submitted to the Evaluation Committee when it made the ranking." Instead, the letter was based **entirely** on information that was known to the County – and, by extension, to the Evaluation Committee members – as early as May 23, 2025, when the initial Disclosure Forms were submitted to the County. The information was also known to public – including Volkert – *before* the Final Evaluation Committee meeting on August 15, 2025. If Volkert was troubled by the information contained in Mr. Gentil's Disclosure Form, it could have, and should have, submitted a written objection to the Purchasing Division *before* the Final Evaluation Committee meeting. Instead, Volkert waited until *after* the Final Evaluation Committee meeting – *after* it lost – to register its objections. In any legal proceeding, the adjudicator would be compelled to find that Volkert waived its arguments by failing to make them timely.

Not only did Volkert waive its arguments (which is dispositive of the instant objection), but Volkert also failed to meet the substantive requirements for an Objection Letter under Section 21.42(h). The Objection Process is not an invitation for proposers to air their grievances with the procurement process – that's what the bid protest process is for. Instead, the objection process offers proposers a limited opportunity to ensure the Evaluation Committee **fully considers** all available and appropriate information before scoring and ranking the proposers. The objecting party has the burden of explaining "why the information, had it been presented or submitted to the Evaluation Committee, would have caused the Evaluation Committee to issue a different ranking." Volkert failed to do so.

Volkert did not argue in its Objection Letter that the Evaluation Committee erred by failing to consider material information. Volkert did not explain how the information in its Objection Letter would have caused the Evaluation Committee to issue a different ranking." Instead, the Volkert Letter is based **entirely** on an alleged conflict of an Evaluation Committee Member. This is not a proper basis for an Objection Letter.

Perhaps more troubling, the Purchasing Division apparently relied on Volkert's procedurally and substantively deficient letter to propose an action that is not permitted under Section 21.42(h) or the RFP specifications. Section 21.42(h) provides that, if after reviewing an

Objection Letter, the Director of Purchasing determines the new information would have been material to the Evaluation Committee's ranking, the Director of Purchasing "shall schedule a meeting of the Evaluation Committee to consider the information." This is not what the Purchasing Division has proposed. Instead, the Purchasing Division has proposed to dismantle the Evaluation Committee, discard their work, create a new Evaluation Committee, and ask the new Evaluation Committee to re-score and re-rank proposals. This process is not permitted under the County's Procurement Code or the RFP specifications. It is a material deviation from the rules of this procurement, and it is plainly prohibited under the applicable case law.

The Purchasing Division's proposal is not a legally available option. Accordingly, the Purchasing Division should proceed with the Evaluation Committee's recommendation and direct negotiations with the two top-ranked vendors, M&N and Hatch.

III. The Volkert Letter Alleges a Conflict of Interest Where None Exists

Even if the Volkert Letter satisfies the procedural and substantive requirements of Section 21.42(h), which it does not, the County should dismiss Volkert's objection because Volkert fails to produce any evidence whatsoever to support its core allegation that Mr. Gentil had an impermissible conflict of interest of interest.

A. Mr. Gentil Did Not Have a Legal Conflict of Interest

As mentioned above, Mr. Gentil signed and submitted *two (2) Disclosure Forms* in which Mr. Gentil disclosed that his wife works for Becker & Poliakoff, a law firm that represents Moffatt & Nichol. Presumably, Mr. Gentil's Disclosure Form was reviewed by the County Attorney's Office and/or the Purchasing Division, and they concluded (correctly) that this attenuated connection to a proposer does not constitute a legal conflict of interest.

Despite quoting extensively from the County's Conflict of Interest Ordinance, the Volkert Letter fails to explain exactly how Mr. Gentil had a legal conflict. Instead, Volkert relies heavily on the "legislative intent" section of the ordinance to malign Mr. Gentil and suggest that he somehow acted unethically. Volkert cites the following language from the Conflict of Interest Ordinance:

- "[E]mployees . . . must maintain the utmost standards of personal integrity, truthfulness, honest [sic], and fairness in carrying out their public duties";
- "[I]t is necessary . . . that public office and employment not be used for personal gain";
- "Essential to the proper operation of government is the commitment . . . of government employees to independence, impartiality, and responsibility to the people they serve")

But Volkert does not explain how Mr. Gentil failed to act with "the utmost standards of personal integrity" or how he used his office for "personal gain" or how he failed to demonstrate his commitment to the principles of "independence, impartiality, and responsibility." Instead, Volkert simply states that "Mr. Gentile [sic] must comply with the County's ethical standards in procurement," suggesting – without evidence – that Mr. Gentil failed to do so.

The only substantive sections of the County Code cited by Volkert prohibit County officials from taking actions that may affect their “*personal or [their] relatives’ financial interests*” or benefit an entity represented by an immediate family member “*an attorney, lobbyist, officer, or director.*” See Section 26-67(c)(2) and Section 26-73(d), County Code. But, again, Volkert fails to explain how Mr. Gentil violated either of these sections. The record contains no evidence that Mr. Gentil’s financial interests – or his wife’s financial interests – could be impacted by this procurement. Similarly, there is no evidence that Mr. Gentil’s wife represents M&N as an attorney, lobbyist, officer, or director. In fact, there is no evidence that Mr. Gentil’s wife works directly for M&N’s attorney, Mr. Friedman, or that she has any involvement whatsoever with this procurement.

In short, the Volkert Letter fails to establish the existence of any legal conflict. Instead, Volkert attempts to create the illusion of a conflict by repeatedly attacking Mr. Gentil and suggesting, without evidence, that Mr. Gentil may have violated the County’s Conflict of Interest Ordinance, violated the Cone of Silence, and revised his scores outside of a public meeting to benefit his wife.

B. Mr. Gentil’s Scores and Comments Did Not Reflect Any Bias in Favor of M&N

Not only does Volkert fail to establish the existence of a legal conflict of interest, but **Volkert fails to explain how Mr. Gentil demonstrated any bias in favor of M&N.** The record, in fact, reflects that Mr. Gentil’s scores were fair, impartial, and consistent with the scores and comments of the other evaluators.

While Mr. Gentil ranked M&N as the top-ranked proposer, **he gave M&N the lowest score of any evaluator**, awarding M&N 82 total points compared to 84 points from Mr. Robert Tornese and 86 points from Mr. Darby Delsalle. In addition, Mr. Gentil did not tilt the scales in favor of M&N by scoring them significantly higher than the other proposers. He scored M&N just **one point** higher than Hatch and **two points** higher than Volkert. These scores hardly reflect a bias in favor of M&N. And they do not reflect an abandonment of Mr. Gentil’s commitment to the principles of “independence, impartiality, and responsibility.”

Mr. Gentil’s scores are remarkably consistent with the scores of the other evaluators. For example, Mr. Tornese also ranked M&N as the top-ranked proposer, just **one point** higher than Hatch and **two points** higher than Volkert. And Mr. Delsalle ranked M&N as the #2 proposer, just **one point** behind the #1 proposer. As Volkert acknowledges in its letter, even if Mr. Gentil’s scores are removed from the analysis, M&N “would still retain its place as the number one-ranked firm.”

The fact is that, despite Volkert’s repeated assaults on Mr. Gentil, Volkert fails to establish the existence of any legal or actual conflict of interest in this case. Mr. Gentil submitted two (2) Disclosure Forms confirming his ability to be impartial. Mr. Gentil complied with the letter and spirit of every section of the County’s Conflict of Interest Ordinance. And Mr. Gentil acted with independence, impartiality, and responsibility in the discharge of his duties. Mr. Gentil’s scores were fair, reasonable, and consistent with the scores of his colleagues. Accordingly, the County must discard the Volkert Letter and proceed with the Evaluation Committee’s recommendation, directing negotiations with the two top-ranked vendors, M&N and Hatch.

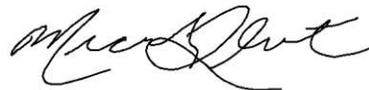
IV. Conclusion

Hatch respectfully objects to the Purchasing Division's proposal to dismantle the Evaluation Committee, discard the Evaluation Committee's scores and rankings, empanel a new Evaluation Committee, and offer the losing vendors a "do-over." First, the proposed action is not permitted by the County's Procurement Code or the RFP specifications. Second, the proposed action is based on a procedurally and substantively defective Objection Letter. Finally, and perhaps most importantly, the proposed action appears to be based on unsupported allegations of conflict that are plainly contradicted by the record.

The Evaluation Committee performed its task honorably, ethically, and impartially. Following a seven-and-a-half (7.5) hour meeting, the Evaluation Committee arrived at a well-reasoned recommendation, directing negotiations with the two top-ranked proposers, M&N and Hatch. One of the losing vendors, unsatisfied with the result, now attempts to destroy the procurement process to secure a second bite at the apple. Using information that was available *before* the Final Evaluation Committee meeting, the losing vendor, Volkert, attacks the impartiality of Mr. Claude M. Gentil, P.E., one of the three (3) members of the Evaluation Committee. But Volkert fails to establish that Mr. Volkert had a legal or actual conflict of interest. Indeed, the facts in this case confirm that the procurement process was conducted openly and fairly and that all evaluators – including Mr. Gentil – acted impartially when they produced remarkably consistent scores identifying M&N and Hatch at the two top-ranked proposers.

This was a clean, open, transparent procurement process. Hatch respectfully objects to the Purchasing Division's proposal to discard the scoring and evaluation process and take steps that clearly deviate from the published rules of this procurement.

Sincerely,



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