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August 17, 2018

VIA HAND-DELIVERY

Jodi S. Hart
Manager of Procurement and Contracts
City of Fort Lauderdale
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

Re: AshBritt, Inc. Protest Letter Pertaining to City of Fort Lauderdale, Disaster Debris Removal and Management Services, RFP No.: 12149-885

Dear Ms. Hart:

On behalf of our client, AshBritt, Inc. ("AshBritt"), we hereby submit AshBritt's protest objecting to the RFP/RFQ Award Recommendation/Intent to Award (the "Proposed Recommendation") posted on August 10, 2018 in connection with the City of Fort Lauderdale, Florida's (the "City") Request For Proposals No. 12149-885 – Disaster Debris Removal and Management Services (the "RFP"). This notice of intent to protest is timely filed within five (5) days of the Proposed Recommendation, excluding Saturday and Sunday, pursuant to Section 2-199.1(b) of the Fort Lauderdale Code of Ordinances (the "Code"), as incorporated into the RFP by Section 2.19 thereof, in order to protest the Proposed Recommendation's determination that Ceres Environmental Services, Inc. ("Ceres") should be awarded the contract for Disaster Debris Removal and Management Services under the RFP. AshBritt, as the second ranked proposer, and a Deerfield Beach, Broward County headquartered disaster debris contractor, should instead be awarded the contract as the top ranked, responsible and responsive vendor whose proposal is in the City's best interests.

The basis and grounds for AshBritt's protest include, but are not limited to, the following:

1. The RFP, Section 2.25, provides that a contract may be awarded by the City Commission. "The City reserves the right to execute or not execute, as applicable, a contract with the Proposer(s) that is determined to be in the City's

best interests. The City reserves the right to award a contract to more than one Proposer, at the sole and absolute discretion of the in the [sic] City.” See also, Section 5.3, reserving the right to award the contract to “who will best serve the interest of the City.”

2. Section 5.1.2 of the RFP, entitled “Evaluation and Award,” provides for the appointment of an Evaluation Committee (“EC”) to rank the proposals submitted in response to the RFP.
3. The Evaluation Criteria are set forth in Section 5.2 of the RFP, and provide weighted criteria as follows: Qualifications and Experience are worth 15%; Operational Plan for the City is worth 25%; Resources and Availability are worth 15%; Past Performance is worth 15%; and the Price Proposal is worth 30%, for a total of 100%. The factors relevant to each, and the percentage allocable thereto, are further described in Section 5.2.2.
4. With respect to the Price Proposal, it was further broken down into Section A, Section B and Section C. Pages 41 through 43 of the RFP then contained the required Cost Proposal Pages, including a breakdown of the line items applicable to each Section, and the assumed quantities that the City would use in calculating a total price or cost for each service and then the total bid per Section (for your convenience, these three pages are attached as Exhibit “A”). Each proposer was then to insert their respective unit price per line item in the line item pricing form, and total line item pricing for each of Sections A, B and C on the Section VI Cost Proposal Page.
5. When the EC initially evaluated the proposals received on July 19, 2018, each of the three EC members separately scored the technical components of the five proposals submitted. They also separately scored the three Price Proposal sections, which were supposed to be scored in accordance with the Bid Tabulation sheet prepared by the Procurement Services Division, a true and correct copy of which is attached hereto as Exhibit “B.” That Bid Tabulation shows Ceres with the lowest total price bid.
6. The EC ultimately met on four separate occasions to first score and short-list the proposers (July 19, 2018), to review a spreadsheet of corrected scoring and request presentations (July 24, 2018), to hear presentations and score again (August 3, 2018), and then again to correct scoring as to price proposals as they “had to be scored lowest to highest” (August 9, 2018).
7. AshBritt was one of the three shortlisted proposers and generally received scores on the technical proposal components of either 1 or 2. However, based on the rigid scoring formulas and quantities specified in the RFP for evaluating the Price Proposals, the EC was literally left with nothing to do but insert a predetermined number of 1, 2 or 3 from the Bid Tabulation total pricings. Based on its total

pricing, AshBritt was number 3 and with 30% of the weight allocated thereto, this basically dropped AshBritt into number 2 below Ceres.

8. However, based upon information gathered post Proposed Recommendation from a public records request, it appears that Ceres has gamed the system. Knowing the designated quantities to be utilized by the City in evaluating the Cost Proposals (Exhibit "A"), Ceres strategically bid unrealistic, low amounts for certain line items gambling that they would never occur in the event of an activation. Indeed, in light of the prices bid by all other proposers, respectively, one must also wonder whether the Ceres bid is unbalanced and whether it has the ability to even perform for the prices indicated. Specifically, for instance, Ceres bid a total of \$4.95 per cubic yard (cy) for sand screening and replacement on the beach (Cost Proposal, Section A, line items 16 and 17), to AshBritt's \$28.00/cy, CrowderGulf Joint Venture, Inc.'s \$21.85/cy, DRC Emergency Services, LLC's \$18.65/cy, and Phillips and Jordan, Inc.'s \$18.50/cy.
9. Similarly, on each of Section A, line item 18, removal and transportation of eligible vegetative debris from waterways to DMS or other approved site, and line item 19, removal and transportation of eligible C & D debris from waterways to DMS or other approved site, Ceres bid \$19.95/cy. Conversely, for each of those same line items, AshBritt bid \$175.00/cy and \$195.00/cy, while CrowderGulf Joint Venture, Inc. bid \$90.00/cy, DRC Emergency Services, LLC bid \$99.00/cy, and Phillips and Jordan, Inc. bid \$39.00/cy, for both.
10. This point is rendered more significant by the fact that the City is "embraced by the Atlantic Ocean, New River and a myriad of scenic inland waterways," earning it the designation as the "Venice of America." (City Website, "About Our Community"). As such, in the event of a hurricane or other natural disaster, it is reasonable to assume that significant damage will occur to the City's beaches and waterways, and that clean-up of the same will be a number one disaster response requirement. The differential in prices proposed for such significant potential line items raises suspicion of a deliberately low-ball price.
11. This concern is magnified by reference to the "Ceres Pricing Discrepancies" chart attached hereto as Exhibit "C." Prepared by AshBritt personnel from available public records of recent local municipality procurements for the same services, it is incredible to note the prices that Ceres bid for the same line items where no quantities are provided for evaluation purposes. For instance, in Pembroke Pines, a city far removed from the Atlantic Ocean and land-locked, Ceres bid \$39.98 to \$42.98/cy for waterway debris removal and disposal versus the \$19.98/cy bid for the same line item in the City's RFP. A similar \$39.64/cy was bid in Bradenton, along the Gulf Coast and Manatee River.
12. Similarly, for sand screening and replacement, despite its \$4.95/cy bid for the City, Ceres bid \$17.82/cy in Miami Beach, \$14.45/cy in Bradenton, and

\$17.93/cy in Brevard County. At less than a third of its next lowest bid price, it is impossible to understand how Ceres could possibly perform this work for the price quoted.

13. For what is likely the most significant line item, vegetative debris collection from the right-of-way ("ROW") to the temporary debris management site ("DMS"), as indicated by the RFP's specification of an assumed 500,000 cy, Ceres bid \$8.95/cy. The same price was bid for construction and demolition ("C&D") debris and mixed debris collected and transported to the DMS. Yet, as reflected on Exhibit "C," Ceres bid \$10.74/cy for vegetative debris collection and transport from the ROW, and \$10.98/cy for C&D. Given the geographic similarities between the City and Miami Beach, this difference is inexplicable.
14. In Pembroke Pines, for vegetative debris ROW collection and transport to DMS, Ceres bid \$9.44/cy for 0-15 miles, and \$9.98/cy for 16-30 miles. For C&D, it bid \$9.89/cy for 0-15 miles, and \$10.59/cy for 16-30 miles. Pembroke Pines clearly has far less challenges in a clean-up operation than the City's congested streets and waterways. For Brevard County, the price bid was \$14.87/cy for vegetative debris collection, and \$10.74/cy for C&D. In light of these numbers, how can Ceres perform for \$8.95/cy for both vegetative debris and C&D ROW collection and transport to DMS?
15. For RFP line items 9 and 10, haul-out of reduced vegetative debris and haul-out of separated C&D debris, respectively, Ceres bid the same \$3.95/cy for each regardless of mileage. Yet, in Miami Beach, as reflected on Exhibit "C," Ceres bid \$4.25/cy to haul-out vegetative debris from 0-15 miles, and \$5.49/cy for 16-20 miles. In light of Waste Management's closure of the North Resource Recovery facility and refusal to accept any hurricane debris, requiring diversion of all to Okeechobee minimally, it is completely unrealistic to expect performance at the price Ceres bid for the City. The price of fuel alone renders this bid unrealistically low.
16. In its proposal, Ceres notes that "it's important to understand how choosing best value instead of low cost can provide better, more responsive service." Ceres Proposal, p. 32 of 100. Truer words could not be spoken especially when the prices bid are totally unbalanced and clearly low-ball.

The RFP and Code require that all bidders be responsible, and the Code, Section 2-175, also requires all proposers to act in good faith. A "responsible bidder" is generally defined as one who has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance." Under the RFP, Code and general Florida law, the City has to consider the responsibility and responsiveness of Ceres' proposal. Where a bidder's price is below cost, an agency may consider this as a basis to determine the bidder is nonresponsible. *Willis v. Hathaway*, 117 So. 89, 91 (1928); *Sunshine Cleaning Services, Inc. v. Florida department of Transportation*, 2007 WL 4287224 (DOAH Dec. 3,

2007). A below cost bid increases the risk of nonperformance of the contract, causing increased costs and delays due to having to get the surety or another contractor to complete the work.

Moreover, Ceres' bid is clearly unbalanced. An agency must determine if a bid is mathematically unbalanced. A "bid is mathematically unbalanced if the price offered is significantly different from the approximate, actual cost of such an item." Florida Procurement Handbook, 2010-2011 Edition, p. 23. Second, an agency "must determine if the bid is materially unbalanced." *Id.*, at 24. Under Florida law and the greater body of American procurement law, it is inherently reasonable and proper for an agency to reject an unrealistically low offer. As discussed in *WW Contractors, Inc.*, B-410825, 2015 WL 847401, at *4 (Comp. Gen. Feb. 26, 2015), where a RFP is for a fixed-price contract, an agency may look at the realism of an offeror's prices for the purposes of determining an offeror's understanding of the contract requirements. This is done because unrealistically low prices create a risk of non-performance on the part of the contractor. *Id.* In *WW Contractors*, the agency was found to have properly rejected an offeror's proposal as unrealistic where one of its line item prices – which was a significant portion of the contract – was a disproportionately low portion of the offeror's total price as compared to other costs of performing the contract, and the agency had looked at other offerors' prices to support that determination. *Id.* Similarly, in *Keystone Peer Review Organization, Inc. v. Agency for Health Care Administration*, DOAH No. 10-9969BID at ¶¶ 72-81, 2011 WL 125757, at *12-13 (Fla. Div. Admin. Hrgs. Jan. 12, 2011), the agency downgraded an offeror's proposal during evaluations because of low proposed costs. Specifically, the agency had determined that the offeror was low-balling those costs, and that the proposal therefore presented a risk of nonperformance. The offeror protested, but DOAH denied the protest noting that it was neither arbitrary nor capricious for the agency to decline an award after finding the proposal to have unrealistically low costs. *Id.*

Although Florida case law is clear that there is a substantial public interest in favor of saving tax dollars in awarding public contracts, it is equally clear that it cannot be done at the expense of the competitive bidding process. See, *Intercontinental Properties, Inc. v. State of Florida Department of Health and Rehabilitative Services*, 606 So.2d 380, 386 (Fla. 3d DCA 1992); *Wood-Hopkins Contracting Co. v. Roger J. Au & Son, Inc.*, 354 So.2d 446, 449 (Fla. 1st DCA 1978). The law is clear, even in the context of requests for proposals, that a public body is not entitled to omit or alter material provisions required by the RFP because in doing so the public body fails to "inspire public confidence in the fairness of the RFP process." *Emerald Correctional Management v. Bay City Board of City Commissioners*, 955 So.2d 647 (Fla. 1st DCA 2007), citing, *State, Department of Lottery v. Gtech Corp.*, 816 So.2d 648 (Fla. 1st DCA 2001).

In a bid protest, the standard of review is whether the intended decision to award the contract is contrary to the governing statutes, regulations, or policies or the specifications of the solicitation. The standard of proof is whether the proposed award is clearly erroneous, contrary to competition, arbitrary, or capricious. See, Florida Statutes, Section 120.57(3)(f); *Boston Culinary Group, Inc. v. University of Central Florida*, Case No. 17-4509BID (Fla. DOAH Nov. 21, 2017, 2017 WL 5998862). Section 120.57(3)(f), Florida Statutes, spells out the rules of decision applicable in bid protests. In pertinent part, the statute provides:

In a competitive-procurement protest, other than a rejection of all bids, the administrative law judge shall conduct a de novo proceeding to determine whether the agency's proposed action is contrary to the agency's governing statutes, the agency's rules or policies, or the bid or proposal specifications. The standard of proof for such proceedings shall be whether the proposed agency action was clearly erroneous, contrary to competition, arbitrary, or capricious.

Agency action is "clearly erroneous" if it is without rational support and, consequently, the trier-of-fact has a "definite and firm conviction that a mistake has been committed." *U.S. v. U.S. Gypsum Co.*, 333 U.S. 364, 395 (1948).

An act is "contrary to competition" if it runs contrary to the objectives of competitive bidding, which have long been held:

to protect the public against collusive contracts; to secure fair competition upon equal terms to all bidders; to remove not only collusion but temptation for collusion and opportunity for gain at public expense; to close all avenues to favoritism and fraud in various forms; to secure the best values for the [public] at the lowest possible expense ...

Wester v. Belote, 138 So.2d 721, 723-24 (Fla. 1931); *see also, Harry Pepper & Assoc., Inc. v. City of Cape Coral*, 352 So.2d 1190, 1192 (Fla. 3d DCA 1977).

Section 287.001, Florida Statutes, and similar to Section 2-171 of the City's Code of Ordinances, establishes the legislative intent that public procurement be intrinsically fair and open, and that it also eliminate the appearance and opportunity for favoritism so as to preserve public confidence in the process, and provides that:

The Legislature recognizes that fair and open competition is a basic tenet of public procurement; that such competition reduces the appearance and opportunity for favoritism and inspires public confidence that contracts are awarded equitably and economically; and that documentation of the acts taken and effective monitoring mechanisms are important means of curbing any improprieties and establishing public confidence in the process by which commodities and contractual services are procured.

That legislative intent has been applied to determine whether an action is contrary to competition as follows:

Thus, from Section 287.001 can be derived an articulable standard of review. Actions that are contrary to competition include those which:

- (a) create the appearance of and opportunity for favoritism;
- (b) erode public confidence that contracts are awarded equitably and economically;
- (c) cause the procurement process to be genuinely unfair or unreasonably exclusive; or
- (d) are unethical, dishonest, illegal, or fraudulent.

Syslogic Tech. Servs., Inc. v. So. Fla. Water Mgmt. Dist., Case No. 01-4385BID (Fla. DOAH Jan. 18, 2002; SFWMD Mar. 6, 2002).

In light of the above case law, it is clear that Ceres was and is not a responsive or responsible vendor. Its proposal is both mathematically and materially unbalanced. The failure to correctly respond to the RFP is contrary to acceptable business practices, provides a clear competitive advantage and cannot be ignored. Such conduct infringes on the integrity and reliability of the bidder, and renders the bidder non-responsive. The Ceres proposal should be rejected altogether as non-responsive and non-responsive. The contract should then be awarded to AshBritt as the next highest ranked bidder.

In accordance with the Code, Section 2-199.1(6), AshBritt submits herewith the required \$200.00 non-refundable protest application fee by cashier's check made payable to the City.

We look forward to the opportunity to meet with you to settle and resolve this protest as provided in the Code of Ordinances, Section 2-199.1(c)(1).

Your courtesy and consideration in this matter is greatly appreciated. Should you require any additional information or clarification, please do not hesitate to contact the undersigned.

Very truly yours,

MOSKOWITZ, MANDELL, SALIM & SIMOWITZ, P.A.

By: _____

WILLIAM G. SALIM, JR.

cc: Laurie Platkin, Procurement Specialist (via email)
Client

EXHIBIT “A”

12149-885 - Disaster Debris Removal and Management Services - Line Item Pricing

ITEM #	SECTION A - DESCRIPTION	QUANTITY	UNIT PRICE	UNIT	TOTAL PRICE
1	Vegetative Debris Removal	500,000	\$ -	Cubic Yard	\$ -
2	Mixed Debris Removal	200,000	\$ -	Cubic Yard	\$ -
3	C & D Debris Removal to DMS	75,000	\$ -	Cubic Yard	\$ -
4	C & D Debris Removal from ROW direct to Final Disposal	75,000	\$ -	Cubic Yard	\$ -
5	Debris Removal from Drop-off Sites	20,000	\$ -	Cubic Yard	\$ -
6	Vegetative Debris Grinding	500,000	\$ -	Cubic Yard	\$ -
7	Mixed Debris Processing	200,000	\$ -	Cubic Yard	\$ -
8	C & D Debris Processing (Compaction/Separation)	60,000	\$ -	Cubic Yard	\$ -
9	Haul-out of Reduced Vegetative debris	125,000	\$ -	Cubic Yard	\$ -
10	Haul-out of Separated C&D Debris	200,000	\$ -	Cubic Yard	\$ -
11	Haul-out of White Goods				
	A) White Goods - Freon Containing	500	\$ -	Each	\$ -
	B) White Goods - Non-Freon Containing	500	\$ -	Each	\$ -
12	Haul-out of E-Waste	2,000	\$ -	Pound	\$ -
13	Management and Haul-Out of Household Hazardous Waste	10,000	\$ -	Pound	\$ -
14	Dead Animal Removal < 30 Pounds	20	\$ -	Each	\$ -
15	Dead Animal Removal > 30 Pounds	10	\$ -	Each	\$ -
16	Sand Screening	75,000	\$ -	Cubic Yard	\$ -
17	Sand Replacement on Beach to Pre-Storm grade	75,000	\$ -	Cubic Yard	\$ -
18	Removal and Transportation of Eligible Vegetative Debris from Waterways to DMS or other approved site	20,000	\$ -	Cubic Yard	\$ -
19	Removal and Transportation of Eligible C & D Debris from Waterways to DMS or other approved site	10,000	\$ -	Cubic Yard	\$ -
20	Removal of Abandoned Vessels/Boats	500	\$ -	Linear Foot	\$ -
21	Removal of Abandoned Vehicles- Passenger and Light-Duty	250	\$ -	Each	\$ -
22	Removal of Abandoned Vehicles- Heavy-Duty, RV and Larger	250	\$ -	Linear Foot	\$ -
23	Removal of Partially Uprooted or Split Trees with No Exposed Root Ball (Leaners) 24.99 Inches Diameter	1,120	\$ -	Each	\$ -
24	Removal of Partially Uprooted or Split Trees with No Exposed Root Ball (Leaners) 25-36.99 Inches Diameter	100	\$ -	Each	\$ -
25	Removal of Partially Uprooted or Split Trees with No Exposed Root Ball (Leaners) >36.99 Inches Diameter	100	\$ -	Each	\$ -
26	Removal of Partially Uprooted or Split Trees -Backfill Delivered and Placed	100	\$ -	Cubic Yard	\$ -
27	Removal of Partially Uprooted or Split Trees (Leaners) >72 Inches Diameter (Requiring Crane)	5	\$ -	Each	\$ -
28	Removal of Partially Uprooted or Split Trees (Leaners) >72 Inches Diameter (No Crane Required)	5	\$ -	Each	\$ -

12149-885 - Disaster Debris Removal and Management Services - Line Item Pricing

ITEM #	SECTION A - DESCRIPTION	QUANTITY	UNIT PRICE	UNIT	TOTAL PRICE
29	Removal of Dangerous Hanging Limbs, 2 Inches or More in Diameter, All Limbs	10,000	\$ -	Each	\$ -
30	Hazardous Stump Removal 25-36 Inches Diameter	30	\$ -	Each	\$ -
31	Hazardous Stump removal 37- 48 Inches Diameter	40	\$ -	Each	\$ -
32	Hazardous Stump Removal More Than 48 Inches Diameter	20	\$ -	Each	\$ -
35	Hazardous Stump Backfill Delivered and Placed	100	\$ -	Cubic Yard	\$ -
SECTION A - TOTAL					\$0.00

ITEM	SECTION B - LABOR CATEGORY	UNIT	LABOR RATE
36	Project Manager	Hourly	\$ -
37	Operations Manager	Hourly	\$ -
38	Crew Foreman	Hourly	\$ -
39	Laborer with Small Hand Tools	Hourly	\$ -
40	Sawman with Saw	Hourly	\$ -
41	Flagger	Hourly	\$ -
42	Climber with Gear	Hourly	\$ -
43	Laborer with Mechanized Broom	Hourly	\$ -
44	Mechanic	Hourly	\$ -
SECTION B - TOTAL			\$0.00

* Proposer shall provide hourly rates for equipment that are inclusive of the equipment operator.

ITEM	SECTION C - EQUIPMENT TYPE	UNIT	EQUIPMENT RATE
45	Wheeled Loader (JD 544 or equivalent)	Hourly	\$ -
46	Wheeled Loader (JD 644 or equivalent)	Hourly	\$ -
47	Bobcat Skid Steer Loader	Hourly	\$ -
48	Knuckleboom Loader with Debris Grapple	Hourly	\$ -
49	30 Ton Crane	Hourly	\$ -
50	50 Ton Crane	Hourly	\$ -
51	40-60 foot Bucket Truck	Hourly	\$ -
52	Self Loading Dump Truck	Hourly	\$ -
53	Dump Truck 16-20 Cubic Yard Certified Capacity	Hourly	\$ -
54	Dump Truck 21-30 Cubic Yard Certified Capacity	Hourly	\$ -
55	Dump Truck 31-50 Cubic Yard Certified Capacity	Hourly	\$ -
56	Operator and Street Sweeper- Mechanized	Hourly	\$ -
SECTION C - TOTAL			\$0.00

SECTION VI - COST PROPOSAL PAGES**Proposer Name:** _____

Proposer agrees to supply the products and services at the following prices bid in accordance with the terms, conditions and specifications contained in this RFP.

Cost to the City: Contractor shall quote firm, fixed, costs for all services/products identified in this request for proposal. These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted.

See preceding sheets and fill in pricing accordingly.

List **Section A Total** from Line Item Pricing Pages here: \$ _____

List **Section B Total** from Line Item Pricing Pages here: \$ _____

List **Section C Total** from Line Item Pricing Pages here: \$ _____

List any variances in the below section or on an additional sheet:

Submitted by:_____
Name (printed)_____
Signature_____
Date_____
Title

EXHIBIT “B”



CITY OF FORT LAUDERDALE BID TABULATION

Description : 12149-885 - Disaster Debris Removal and Management Services

Open Date: 06/18/18

				Vendor		City, State		Variances or Comments		ASHBRITT, INC.		CERES ENVIRONMENTAL SERVICES, INC.		CROWDERGULF JOINT VENTURE, INC.		DRC EMERGENCY SERVICES, LLC		PHILLIPS AND JORDAN, INC.	
				Deerfield, Beach, FL		Sarasota, FL		Theadore, AL		None		None		No Variances - See Below Note		Marrero, LA		Knoxville, TN	
				None		None		No Variances - See Below Note		None		None		No Variances - See Below Note		None		Yes - See Below Note	
ITEM #	SECTION A - DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Vegetative Debris Removal	500,000	Cubic Yard	\$ 11.45	\$ 5,725,000.00	\$ 8.95	\$ 4,475,000.00	\$ 8.28	\$ 4,140,000.00	\$ 8.45	\$ 4,225,000.00	\$ 9.85	\$ 4,925,000.00						
2	Mixed Debris Removal	200,000	Cubic Yard	\$ 11.95	\$ 2,390,000.00	\$ 8.95	\$ 1,790,000.00	\$ 9.60	\$ 1,920,000.00	\$ 8.45	\$ 1,690,000.00	\$ 9.85	\$ 1,970,000.00						
3	C & D Debris Removal to DMS	75,000	Cubic Yard	\$ 12.95	\$ 971,250.00	\$ 8.95	\$ 671,250.00	\$ 9.60	\$ 720,000.00	\$ 9.75	\$ 731,250.00	\$ 10.50	\$ 787,500.00						
4	C & D Debris Removal from ROW direct to Final Disposal	75,000	Cubic Yard	\$ 16.00	\$ 1,200,000.00	\$ 11.95	\$ 896,250.00	\$ 11.20	\$ 840,000.00	\$ 10.95	\$ 821,250.00	\$ 11.50	\$ 862,500.00						
5	Debris Removal from Drop-off Sites	20,000	Cubic Yard	\$ 9.50	\$ 190,000.00	\$ 8.95	\$ 179,000.00	\$ 8.28	\$ 165,600.00	\$ 7.50	\$ 150,000.00	\$ 5.00	\$ 100,000.00						
6	Vegetative Debris Grinding	500,000	Cubic Yard	\$ 2.25	\$ 1,125,000.00	\$ 3.25	\$ 1,625,000.00	\$ 3.40	\$ 1,700,000.00	\$ 3.25	\$ 1,625,000.00	\$ 4.50	\$ 2,250,000.00						
7	Mixed Debris Processing	200,000	Cubic Yard	\$ 2.25	\$ 450,000.00	\$ 1.25	\$ 250,000.00	\$ 1.15	\$ 230,000.00	\$ 1.00	\$ 200,000.00	\$ 5.00	\$ 1,000,000.00						
8	C & D Debris Processing (Compaction/Separation)	60,000	Cubic Yard	\$ 2.25	\$ 135,000.00	\$ 1.25	\$ 75,000.00	\$ 3.15	\$ 189,000.00	\$ 2.25	\$ 135,000.00	\$ 2.50	\$ 150,000.00						
9	Haul-out of Reduced Vegetative debris	125,000	Cubic Yard	\$ 9.50	\$ 1,187,500.00	\$ 3.95	\$ 493,750.00	\$ 3.85	\$ 481,250.00	\$ 4.50	\$ 562,500.00	\$ 9.75	\$ 1,218,750.00						
10	Haul-out of Separated C&D Debris	200,000	Cubic Yard	\$ 10.50	\$ 2,100,000.00	\$ 3.95	\$ 790,000.00	\$ 4.20	\$ 840,000.00	\$ 4.50	\$ 900,000.00	\$ 6.00	\$ 1,200,000.00						
11	Haul-out of White Goods																		
	A) White Goods - Freon Containing	500	Each	\$ 90.00	\$ 45,000.00	\$ 99.00	\$ 49,500.00	\$ 85.00	\$ 42,500.00	\$ 40.00	\$ 20,000.00	\$ 80.00	\$ 40,000.00						
	B) White Goods - Non-Freon Containing	500	Each	\$ 65.00	\$ 32,500.00	\$ 79.00	\$ 39,500.00	\$ 60.00	\$ 30,000.00	\$ 40.00	\$ 20,000.00	\$ 75.00	\$ 37,500.00						
12	Haul-out of E-Waste	2,000	Pound	\$ 6.00	\$ 12,000.00	\$ 9.95	\$ 19,900.00	\$ 6.30	\$ 12,600.00	\$ 1.75	\$ 3,500.00	\$ 5.00	\$ 10,000.00						
13	Management and Haul-Out of Household Hazardous Waste	10,000	Pound	\$ 20.00	\$ 200,000.00	\$ 3.95	\$ 39,500.00	\$ 5.80	\$ 58,000.00	\$ 6.95	\$ 69,500.00	\$ 10.00	\$ 100,000.00						
14	Dead Animal Removal < 30 Pounds	20	Each	\$ 110.00	\$ 2,200.00	\$ 50.00	\$ 1,000.00	\$ 48.00	\$ 960.00	\$ 100.00	\$ 2,000.00	\$ 20.00	\$ 400.00						
15	Dead Animal Removal > 30 Pounds	10	Each	\$ 130.00	\$ 1,300.00	\$ 200.00	\$ 2,000.00	\$ 70.00	\$ 700.00	\$ 150.00	\$ 1,500.00	\$ 50.00	\$ 500.00						
16	Sand Screening	75,000	Cubic Yard	\$ 16.00	\$ 1,200,000.00	\$ 2.95	\$ 221,250.00	\$ 12.70	\$ 952,500.00	\$ 16.15	\$ 1,211,250.00	\$ 4.50	\$ 337,500.00						
17	Sand Replacement on Beach to Pre-Storm grade	75,000	Cubic Yard	\$ 12.00	\$ 900,000.00	\$ 2.00	\$ 150,000.00	\$ 9.15	\$ 686,250.00	\$ 2.50	\$ 187,500.00	\$ 14.00	\$ 1,050,000.00						
18	Removal and Transportation of Eligible Vegetative Debris from Waterways to DMS or other approved site	20,000	Cubic Yard	\$ 175.00	\$ 3,500,000.00	\$ 19.98	\$ 399,600.00	\$ 90.00	\$ 1,800,000.00	\$ 99.00	\$ 1,980,000.00	\$ 39.00	\$ 780,000.00						
19	Removal and Transportation of Eligible C & D Debris from Waterways to DMS or other approved site	10,000	Cubic Yard	\$ 195.00	\$ 1,950,000.00	\$ 19.98	\$ 199,800.00	\$ 90.00	\$ 900,000.00	\$ 99.00	\$ 990,000.00	\$ 39.00	\$ 390,000.00						
20	Removal of Abandoned Vessels/Boats	500	Linear Foot	\$ 125.00	\$ 62,500.00	\$ 89.00	\$ 44,500.00	\$ 62.00	\$ 31,000.00	\$ 125.00	\$ 62,500.00	\$ 50.00	\$ 25,000.00						
21	Removal of Abandoned Vehicles- Passenger and Light-Duty	250	Each	\$ 225.00	\$ 56,250.00	\$ 115.00	\$ 28,750.00	\$ 150.00	\$ 37,500.00	\$ 330.00	\$ 82,500.00	\$ 200.00	\$ 50,000.00						
22	Removal of Abandoned Vehicles- Heavy-Duty, RV and Larger	250	Linear Foot	\$ 350.00	\$ 87,500.00	\$ 39.00	\$ 9,750.00	\$ 300.00	\$ 75,000.00	\$ 62.50	\$ 15,625.00	\$ 250.00	\$ 62,500.00						
23	Removal of Partially Uprooted or Split Trees with No Exposed Root Ball (Leaners) 24.99 Inches Diameter	1,120	Each	\$ 150.00	\$ 168,000.00	\$ 100.00	\$ 112,000.00	\$ 140.00	\$ 156,800.00	\$ 85.00	\$ 95,200.00	\$ 80.00	\$ 89,600.00						
24	Removal of Partially Uprooted or Split Trees with No Exposed Root Ball (Leaners) 25-36.99 Inches Diameter	100	Each	\$ 245.00	\$ 24,500.00	\$ 150.00	\$ 15,000.00	\$ 275.00	\$ 27,500.00	\$ 225.00	\$ 22,500.00	\$ 150.00	\$ 15,000.00						
25	Removal of Partially Uprooted or Split Trees with No Exposed Root Ball (Leaners) >36.99 Inches Diameter	100	Each	\$ 495.00	\$ 49,500.00	\$ 200.00	\$ 20,000.00	\$ 345.00	\$ 34,500.00	\$ 350.00	\$ 35,000.00	\$ 300.00	\$ 30,000.00						
26	Removal of Partially Uprooted or Split Trees -Backfill Delivered and Placed	100	Cubic Yard	\$ 15.00	\$ 1,500.00	\$ 26.00	\$ 2,600.00	\$ 20.00	\$ 2,000.00	\$ 35.00	\$ 3,500.00	\$ 25.00	\$ 2,500.00						

GAM #18-0923

Exhibit 9

Page 13 of 19

Vendor City, State Variances or Comments				ASHBRIT, INC. Deerfield, Beach, FL None		CERES ENVIRONMENTAL SERVICES, INC. Sarasota, FL None		CROWDERGULF JOINT VENTURE, INC. Theadore, AL No Variances - See Below Note		DRC EMERGENCY SERVICES, LLC Marrero, LA No Variances		PHILLIPS AND JORDAN, INC. Knoxville, TN Yes - See Below Note	
27	Removal of Partially Uprooted or Split Trees (Leaners) >72 Inches Diameter (Requiring Crane)	5	Each	\$ 895.00	\$ 4,475.00	\$ 800.00	\$ 4,000.00	\$ 2,400.00	\$ 12,000.00	\$ 800.00	\$ 4,000.00	\$ 2,500.00	\$ 12,500.00
28	Removal of Partially Uprooted or Split Trees (Leaners) >72 Inches Diameter (No Crane Required)	5	Each	\$ 595.00	\$ 2,975.00	\$ 500.00	\$ 2,500.00	\$ 860.00	\$ 4,300.00	\$ 800.00	\$ 4,000.00	\$ 1,500.00	\$ 7,500.00
29	Removal of Dangerous Hanging Limbs, 2 Inches or More in Diameter, All Limbs	10,000	Each	\$ 135.00	\$ 1,350,000.00	\$ 59.00	\$ 590,000.00	\$ 68.00	\$ 680,000.00	\$ 65.00	\$ 650,000.00	\$ 85.00	\$ 850,000.00
30	Hazardous Stump Removal 25-36 Inches Diameter	30	Each	\$ 275.00	\$ 8,250.00	\$ 200.00	\$ 6,000.00	\$ 300.00	\$ 9,000.00	\$ 450.00	\$ 13,500.00	\$ 250.00	\$ 7,500.00
31	Hazardous Stump removal 37- 48 Inches Diameter	40	Each	\$ 375.00	\$ 15,000.00	\$ 400.00	\$ 16,000.00	\$ 400.00	\$ 16,000.00	\$ 750.00	\$ 30,000.00	\$ 450.00	\$ 18,000.00
32	Hazardous Stump Removal More Than 48 Inches Diameter	20	Each	\$ 525.00	\$ 10,500.00	\$ 500.00	\$ 10,000.00	\$ 490.00	\$ 9,800.00	\$ 1,250.00	\$ 25,000.00	\$ 750.00	\$ 15,000.00
35	Hazardous Stump Backfill Delivered and Placed	100	Cubic Yard	\$ 15.00	\$ 1,500.00	\$ 26.00	\$ 2,600.00	\$ 20.00	\$ 2,000.00	\$ 35.00	\$ 3,500.00	\$ 25.00	\$ 2,500.00
SECTION A - TOTAL				\$25,159,200.00		\$13,231,000.00		\$16,806,760.00		\$16,572,075.00		\$18,397,250.00	

ITEM	SECTION B - LABOR CATEGORY		LABOR RATE		LABOR RATE		LABOR RATE		LABOR RATE		LABOR RATE
36	Project Manager		\$ 105.00		\$ 72.45		\$ 58.00		\$ 75.00		\$ 95.00
37	Operations Manager		\$ 95.00		\$ 87.72		\$ 65.00		\$ 90.00		\$ 90.00
38	Crew Foreman		\$ 90.00		\$ 59.42		\$ 58.00		\$ 65.00		\$ 78.00
39	Laborer with Small Hand Tools		\$ 55.00		\$ 38.00		\$ 34.00		\$ 45.00		\$ 45.00
40	Sawman with Saw		\$ 70.00		\$ 42.44		\$ 48.00		\$ 45.00		\$ 48.00
41	Flagger		\$ 43.00		\$ 38.00		\$ 34.00		\$ 45.00		\$ 45.00
42	Climber with Gear		\$ 110.00		\$ 78.00		\$ 122.00		\$ 90.00		\$ 65.00
43	Laborer with Mechanized Broom		\$ 75.00		\$ 120.00		\$ 85.00		\$ 135.00		\$ 55.00
44	Mechanic		\$ 85.00		\$ 59.42		\$ 65.00		\$ 90.00		\$ 65.00
SECTION B - TOTAL			\$728.00		\$595.45		\$569.00		\$680.00		\$586.00

Vendor City, State Variances or Comments		ASHBRIT, INC. Deerfield, Beach, FL None	CERES ENVIRONMENTAL SERVICES, INC. Sarasota, FL None	CROWDERGULF JOINT VENTURE, INC. Theadore, AL No Variances - See Below Note	DRC EMERGENCY SERVICES, LLC Marrero, LA No Variances	PHILLIPS AND JORDAN, INC. Knoxville, TN Yes - See Below Note
* Proposer shall provide hourly rates for equipment that are inclusive of the equipment operator.						
ITEM	SECTION C - EQUIPMENT TYPE	EQUIPMENT RATE	EQUIPMENT RATE	EQUIPMENT RATE	EQUIPMENT RATE	EQUIPMENT RATE
45	Wheeled Loader (JD 544 or equivalent)	\$ 175.00	\$ 139.38	\$ 120.00	\$ 145.00	\$ 115.00
46	Wheeled Loader (JD 644 or equivalent)	\$ 195.00	\$ 151.12	\$ 130.00	\$ 155.00	\$ 125.00
47	Bobcat Skid Steer Loader	\$ 107.00	\$ 79.26	\$ 70.00	\$ 125.00	\$ 95.00
48	Knuckleboom Loader with Debris Grapple	\$ 165.00	\$ 161.39	\$ 125.00	\$ 250.00	\$ 225.00
49	30 Ton Crane	\$ 195.00	\$ 513.52	\$ 180.00	\$ 175.00	\$ 250.00
50	50 Ton Crane	\$ 275.00	\$ 623.59	\$ 205.00	\$ 295.00	\$ 500.00
51	40-60 foot Bucket Truck	\$ 195.00	\$ 234.75	\$ 145.00	\$ 295.00	\$ 125.00
52	Self Loading Dump Truck	\$ 225.00	\$ 195.14	\$ 150.00	\$ 175.00	\$ 225.00
53	Dump Truck 16-20 Cubic Yard Certified Capacity	\$ 110.00	\$ 80.70	\$ 75.00	\$ 100.00	\$ 85.00
54	Dump Truck 21-30 Cubic Yard Certified Capacity	\$ 120.00	\$ 88.03	\$ 86.00	\$ 110.00	\$ 90.00
55	Dump Truck 31-50 Cubic Yard Certified Capacity	\$ 150.00	\$ 88.03	\$ 108.00	\$ 130.00	\$ 95.00
56	Operator and Street Sweeper - Mechanized	\$ 105.00	\$ 86.46	\$ 105.00	\$ 135.00	\$ 85.00
SECTION C - TOTAL		\$2,017.00	\$2,441.37	\$1,499.00	\$2,090.00	\$2,015.00
SECTIONS A, B AND C - COMBINED TOTALS		\$25,161,945.00	\$13,234,036.82	\$16,808,828.00	\$16,574,845.00	\$18,399,851.00
Notes:				We've added a note for Line Items 9 and 10 - this price includes 0-30 miles for mileage over 30 please add \$0.18/CY/Mile.		General Conditions Item 5.08 and Special Terms and Conditions Item 2.30

EXHIBIT “C”

Ceres Pricing Discrepancies

FT. LAUDERDALE

ROW:			QUANTITY
Veg to DMS	\$	8.95	500,000
C&D to DMS	\$	8.95	200,000
Mixed to DMS	\$	8.95	75,000
Haul out:			
Veg	\$	3.95	125,000
C&D	\$	3.95	200,000
Debris Removal from Waterways:			
Veg Removal/Transport to DMS or FDS	\$	19.98	30,000
C&D Removal/Transport to DMS or FDS	\$	19.98	10,000
Sand Removal:			
Sand Screening:	\$	2.95	75,000
Sand Replacement:	\$	2.00	75,000

MIAMI BEACH- NO QUANTITIES

ROW:			
Veg to TDSR:	\$	10.74	
C&D to TDSR:	\$	10.98	
Haul Out of Veg:			
0-15 Miles	\$	4.25	
16-30 Miles	\$	5.49	
Haul Out of C&D:			
0-15 Miles	\$	4.49	
16-30 Miles	\$	5.99	
Debris Removal from Canals/Waterways:			
Not in Price Schedule			
Sand Removal			
Removal/Screening/Replacement:	\$	17.82	

BREVARD- NO QUANTITIES*

ROW:			
Vegetation per CY:	\$	14.87	
C&D per CY:	\$	10.74	
Debris Removal from Canals/Waterways:			
Not in Price Schedule			
Sand Removal:			
Collection/Screening/Transport:	\$	17.93	

*= Pricing includes all labor, materials, equipment, transportation & other facilities as necessary and/or required to execute all work, including debris pick up, reduction & disposal of Vegetation and C&D, sand screening, haz/biohazardous waste & dead animal collection and transport as described in the bidding documents.

PEMBROKE PINES-NO QUANTITIES

ROW:			
0-15 Miles (Veg):	\$	9.44	
16-30 Miles:	\$	9.98	
0-15 Miles (C&D):	\$	9.89	
16-30 Miles:	\$	10.59	
Debris Removal from Canals/Waterways:			
0-15 Miles:	\$	39.98	
16-30 Miles:	\$	42.98	
Sand Screening/Hauling not in Schedule			

BRADENTON- NO QUANTITIES

ROW:			
0-15 Miles (Veg):	\$	8.98	
16-30 Miles:	\$	9.48	
0-15 Miles (C&D):	\$	8.98	
16-30 Miles:	\$	9.78	
Debris Removal from Waterways, Drainage Sys:			
Veg & C&D:	\$	39.64	
Sand Removal:			
Soil/Sand/Beach Screening/Replacement:	\$	14.45	

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2300 Glades Road Ste. 140 West
Boca Raton, FL 33431

CASHIER'S CHECK

No. 016085

AMOUNT

Aug 17, 2018

\$100.00

PAY TO THE ORDER OF **CITY OF FORT LAUDERDALE ***

Two Hundred and 00/100***

REMITTER: MOSKOWITZ, MANDELL SALIM & SIMOWITZ

MEMO: PROTEST APP FEE

MP

⑈016085⑈ ⑆06701999⑆ 0010000015⑈

LAW OFFICES
MOSKOWITZ, MANDELL, SALIM & SIMOWITZ, P.A.

800 CORPORATE DRIVE • SUITE 500
FORT LAUDERDALE, FLORIDA 33334

MICHAEL W. MOSKOWITZ¹
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CRAIG J. MANDELL
WILLIAM G. SALIM, JR.^{**}
SCOTT M. ZASLAV^o
ARI J. GLAZER[^]
TODD A. ARMBRUSTER
ARTHUR E. LEWIS

ALSO ADMITTED IN NY & DC^{*}
ALSO ADMITTED IN MA^{**}
ALSO ADMITTED IN NY & CT^o
ALSO ADMITTED IN NY[^]

CERTIFIED CIRCUIT COURT MEDIATOR¹

August 20, 2018

VIA HAND-DELIVERY

Jodi S. Hart
Manager of Procurement and Contracts
City of Fort Lauderdale
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

**Re: AshBritt, Inc. Protest Letter Pertaining to City of Fort Lauderdale, Disaster Debris
Removal and Management Services, RFP No.: 12149-885**

Dear Ms. Hart:

In accordance with my telephone conversation with Mr. Buffington, and in accordance with the City's Code, Section 2-182(b)(6), we submit herewith on behalf of Ashbritt, Inc. the required \$5,000.00 non-refundable protest application fee by cashier's check made payable to the City. Please accept this check in lieu of, and in replacement for, the \$200.00 check submitted with our original protest letter delivered August 17, 2018. We ask that you return the original \$200.00 check by mail at your earliest convenience.

We apologize for any inconvenience caused by our mistaken reliance on and reference to the City's prior Code. All other provisions of our protest letter dated August 17, 2018 remain unchanged and we ask that the protest be duly considered in accordance with the Code, Section 2-182(c).

Your courtesy and consideration in this matter is greatly appreciated. Should you require any additional information or clarification, please do not hesitate to contact the undersigned.

Very truly yours,


WILLIAM G. SALIM, JR.

cc: Laurie Platkin, Procurement Specialist (via email)
Client

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BOCA RATON (561) 750-7700
TELECOPIER (954) 491-2051
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OF COUNSEL

SHIRLEY D. WEISMAN, P.A.

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