



August 24, 2018

**Via Email & Certified Mail - Return Receipt Requested**

Mr. William G. Salim Jr.  
Moskowitz, Mandell, Salim & Simowitz, P.A.  
800 Corporate Drive, Suite 500  
Fort Lauderdale, Florida 33334

**RE: Response to Bid Protest received August 17, 2018  
Request for Proposal (RFP) 12149-885 Disaster Debris Removal and  
Management Services / Bid Opening: June 18, 2018**

Dear Mr. Salim:

The City of Fort Lauderdale, Florida ("City") is in receipt of the Letter of Protest of Award by your firm on behalf of AshBritt, Inc. ("AshBritt") regarding the subject solicitation.

Staff has reviewed your correspondence and the purpose of this letter is to respond to your concerns, item by item.

Your first six bulleted points (1-6) appear to summarize the events of the RFP and evaluations.

Bullet 7 states in part: "*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.*"

**Response: The City notes that even without considering the cost score, Ceres Environmental Services, Inc. (Ceres) was ranked first overall when summing up all other categories.**

Bullet 8, you present several concerns as follows: "*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.*"

**Response: The City expresses that Ceres was not the incumbent. They were in the same position as all other bidders in relation to knowing the designated quantities to be utilized.**

Continuing with bullet 8, your letter states: "*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.*"

**Response: The City brings to your attention that the pricing you provided in your letter combines both line items 16 - Sand Screening with line item 17 - Sand Replacement. In Item**

CAM #18-0923  
Exhibit 10  
Page 1 of 3

16, Ceres bid \$2.95/cy; however, the next lowest bid was \$4.50/cy from Phillips and Jordan, Inc. (P&J). AshBritt, Inc.'s (AshBritt) bid was \$16.00/cy – much higher than both and only lower than the bid from DRC Emergency Services, LLC (DRC) of \$16.15/cy. For Item 17, Ceres bid \$2.00/cy. The next lowest bid was \$2.50/cy from DRC. AshBritt's bid was \$12.00/cy – much higher than both and only lower than the bid from P&J of \$14.00/cy.

Bullet 9 states: *"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"*.

**Response:** The City acknowledges Ceres's bid of \$19.95/cy and the next lowest bid from P&J was \$39.00/cy. AshBritt's bid average was \$185.00/cy. The seemingly wide disparity in pricing may have to do with different overhead requirements, required profit margins and or associated subcontractor costs which are unique to each proposing contractor. Additionally, this scenario could, in fact, lead an observer to question the validity of the highest bidder.

Bullet 10 continues AshBritt's assumptions and suspicions related to Bullet 9.

**Response:** Please refer to the City's response under Bullet 9.

Item 11 refers to a "Ceres Pricing Discrepancies" chart that was attached to the protest letter as Exhibit C. In this exhibit, Ashbritt seeks to compare Ceres pricing for this Request for Proposal to that offered to other municipalities. Your letter states *"it is incredible to note the prices that Ceres bid for the same line items where no quantities are provided for evaluation purposes"*.

**Response:** The City notes that you are comparing bids with no quantities to our bid with specific quantities. It is important to also note that the City of Fort Lauderdale was not involved in the procurement actions of other municipalities, and cannot speak to the terms of their bid documents.

In bullet 12, you state *"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."*

**Response:** As you have indicated, Ceres has bid this same line item on other occasions and like AshBritt, has performed these services under other contracts. As such, Ceres is expected to be well aware of the requirements of the line item, and the City will hold them accountable for the price submitted, as we will for any contractor procured by the City.

Bullet 13 states *"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."*

**Response:** As indicated, you are comparing bids with no quantities to the City's bid with specific quantities. Additionally, the City of Fort Lauderdale is unique and has drafted an RFP that reflects the City's needs and unique inventory of available Temporary Debris Management Sites.

Bullet 14 states: "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?

**Response: Please refer to City's response to Bullet 13.**

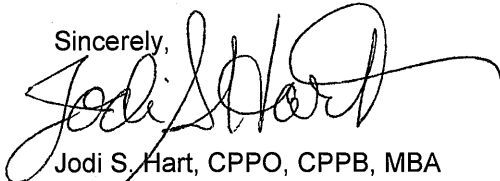
Bullet 15 states: "For RFP line items 9 and 10, haul-out of reduced vegetative debris and haul-out of separated C&D debris, respectively, Ceres bid the same \$3.95/cy for each regardless of mileage. Yet, in *Miami Beach*, as reflected on Exhibit "C," Ceres bid \$4.25/cy to haul-out vegetative debris 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. Yet other bidders bid similar prices".

**Response: The City notes that for Item 9, AshBritt bid \$9.50/cy, CrowderGulf Joint Venture, Inc. (CGJV) bid \$3.85cy which was even lower than Ceres, and P&J bid \$4.50/cy. Item 10 was similar, except the CGJV bid \$4.20/cy and AshBritt bid \$10.50/cy. Again, in both of these line items AshBritt is in the top two highest bids received, and Ceres is in the lowest two bids received.**

Bullet 16 appears to be a comment regarding AshBritt's perspective.

As such, the City maintains that Ceres Environmental Services, Inc. has met all of the specifications and has been deemed the lowest cost, responsive and responsible bidder, and pursuant to Section 2-182(c)(1) of the City's Code of Ordinances, this letter is to serve as the Chief Procurement Officer's written decision to deny the Bid Protest submitted by Moskowitz, Mandell, Salim & Simowitz, P.A. on behalf of AshBritt, Inc.

Sincerely,



Jodi S. Hart, CPPO, CPPB, MBA  
Chief Procurement Officer

C: Kirk Buffington, Director of Finance  
Linda Logan-Short, Chief Financial Officer  
Alain E. Boileau, City Attorney