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Becker & Poliakoff
2525 Ponce de Leon Blvd, Suite 825
Coral Gables, FL 33134

March 29, 2024

Via electronic mail: mgomes@ppines.com

**Re: Protransportation, Inc.'s formal protest to the RFP # AD-23-02;
Operation and Management of Transportation Services;
Bid/Proposal Action.**

Dear Mr. Gomes:

This firm represents Protransportation, Inc. D/B/A Prokel Mobility ("Prokel Mobility" or "Prokel"), a Florida corporation with an address 1200 North Federal Highway, Suite 200, Boca Raton, FL 33432, and hereby files this protest, pursuant to City of Pembroke Pines Code of Ordinances, Section 35.38, on behalf of Kelly Gonzalez, regarding above referenced Request for Proposal #AD-23-02, Operation and Management of Transportation Services ("Proposal" or "the Proposal"). This protest is submitted jointly with the attached supporting documentation in favor of Prokel's position.

I. BACKGROUND

The City of Pembroke Pines ("Pembroke Pines") is home to the largest municipal run Charter School System in the Nation, which provides pupil transportation services to their students. In addition, Pembroke Pines also has a Community Services Department which provides a Community Bus Program that provides transportation via fixed routes throughout the City, along with a Senior Transportation Program.

The City of Pembroke Pines, through its Procurement Department, issued a request for proposals ("RFP") from vendors capable of operating, maintaining, and managing the City of Pembroke Pines Transportation Services for the City's Charter Schools, the Community Bus System, and the Senior Transportation Program. The RFP seeks a respondent capable of operating the City-owned fleet of 53 buses, five of which are wheelchair accessible, and provide transportation services to just under 2,500 students who live between 2.0 and 3.5 miles from the school.

In addition, the RFP seeks proposals for the City's Community Bus System, from qualified firms to operate three fixed routes, which works in conjunction with an interlocal agreement between Broward County and Pembroke Pines, that allows additional public transportation services for residents of the city and those persons traveling within the City to supplement existing mass transit services provided by the County.

Finally, the proposal seeks a respondent to provide shuttle services within the Pembroke Pines limits and transportation for residents 60 years of age or older as provided under the subcontracted services in its agreement with the Aging and Disability Resource Center of Broward County (the Areawide Council on Aging of Broward County), as mandated by the 2002 Older Americans Act Title IIIB.

The RFP titled #AD-23-02, "Operation and Management of Transportation Services" was solicited on December 13, 2023. The Evaluation Committee and the Purchasing Division deemed ProKel a non-responsive party to #AD-23-02, Operation and Management of Transportation Services on March 19, 2024. The Evaluations Committee voted and moved to award Transportation Authority with the RFP following the motion to deem ProKel non-responsive.

Prokel submits this formal bid protest on March 29, 2024.

II. LEGAL STANDARD

In the context of a bid protest dispute regarding a public contract, a public body has wide discretion in the bidding process, and its decision, when based on an honest exercise of that discretion, should not be overturned even if a reasonable person might disagree. See Biscayne Marine Partners, LLC v. City of Miami, 273 So. 3d 97 (Fla. 3 DCA 2019) ("the existing and clearly established principle of law inclines toward judicial deference in public agency competitive bidding disputes when the agency has exercised its discretion absent illegality, fraud, oppression or misconduct"). See also Acad. Express, LLC v. Broward City, 53 So. 3D 1188 (Fla. 4th DCA 2011); Emerald Corr. Mgmt. v. Bay Cty. Comm'rs, 955 So. 2d 647 (Fla. 1st DCA 2007).

Although public authorities have wide discretion in awarding public contracts through a competitive procurement process, that discretion, "must be exercised based upon clearly defined criteria, and may not be exercised arbitrarily or capriciously." *Liberty County v. Baxter's Asphalt & Concrete, Inc.*, 421 So. 2d 505 (Fla. 1982)(emphasis added); *Emerald Correctional Management v. Bay County Bd. Of County Commissioners*, 955 So. 2d 647 (Fla. 1st DCA 2007). Public authorities cannot exercise that discretion in a manner that is arbitrary, capricious, dishonest, fraudulent, unreasonable, or in any other way that would subvert or undermine the purpose and object of competitive bidding. *D.O.T. v. Groves-Watkins Constructors*, 530 So.2d 912, 913-14 (Fla. 1988); *Caber Systems v. Department of General Services*, 530 So.2d 325, 336 (Fla. 1st DCA 1988).

An agency's wide discretion in evaluating bids will not be interfered with unless, "exercised arbitrarily or capriciously, or unless based upon a misconception of law, or upon ignorance through lack of inquiry, or in violation of the law... ." William A. Berbusse, Jr., Inc. v. North Broward Hospital District, 117 So. 2d 550, 551 (Fla. 2d DCA 1960)(Emphasis added). "A capricious action is one taken without thought or reason or irrationally. An arbitrary decision is one not supported by facts or logic." *Agrico Chem. Co. v. Dep't of Envir. Reg.*, 365 So. 2d 759, 763 (Fla. 1st DCA 1978). **In the contract procurement context, whether an action was**

arbitrary or capricious depends upon whether the awarding authority complied with its own proposal criteria. See *Acad. Express, LLC v. Broward City.*, 53 So. 3D 1188 (Fla. 4th DCA 2011)(Emphasis added).

If an agency fails to observe pre-established specifications, or its code, “that action will render meaningless the basis upon which bids were initially sought, and so must be deemed arbitrary, illegal, fraudulent, or dishonest.” *MCI Telecommunications Corp. v. Dept. of Corrections*, 1995 WL 1053092 (Fla.Div.Admin.Hrgs.)(Emphasis added).

Pembroke Pines Code of Ordinances Section 35.38, titled Bid Protest Procedures, provides in part:

(A) Upon completion of the evaluation of all bids for a particular procurement, the Purchasing Manager shall issue a notice of bid/proposal action. This notice, containing the date and time of issuance, shall be posted on the city website and on the Internet bid service websites named in the bid documents.

(B) A bidder with a “substantial interest” who has been adversely affected by the city’s selection of a bidder may protest the selection by complying with the requirements set forth herein. A bidder shall be deemed to have a “substantial interest” if the bidder would have been selected as the lowest responsive and responsible bidder but for the alleged mistake or irregularly described in the protest. If the Purchasing Manager determines that a bidder does not have a “substantial interest,” that bidder is precluded from bringing a protest pursuant to this section.

(C) A bidder wishing to object to terms, conditions, specifications, procedures, selection criteria, weight of evaluation criteria or other matter set forth in the bid or proposed documents must make such objections in writing during the period of time set forth for questions and answers in the invitation to bid, request for proposal, request for qualifications or request for letters of interest. A bidder who has not raised such objections in writing during the question and answer time may not use the bid protest process to object to these matters once a notice of bid/proposal action has been posted.

(D) A bidder may file a “Notice of Intent to Protest” by emailing said notice to the Purchasing Manager within two business days of the issuance of the notice of bid/proposal action pursuant to division (A) or the publication of a City Commission agenda recommending the award of the bid, whichever is sooner. Such notice of protest shall include the bid or proposal number and title, the name and address of the protester, and a brief statement as to the basis of the protest.

(E) The complete written protest must be filed with the Purchasing Manager within ten calendar days of the issuance of the notice of bid action. To be considered, the written protest must include:

(1) Bid or proposal number and title;

(2) Company name, protester’s name and title, physical address of protester, and email address of protester;

(3) The facts and law upon which the protest is based; and grounds not stated shall be deemed waived;

(4) Rules, regulations or statutes pertinent to the protest;

(5) Relief which the protester seeks;

(6) Any other information that the protester deems to be material to the protest; and

(7) A bid protest bond in the form of a certified check, cashier's check, or money order made payable to the City of Pembroke Pines in an amount equal to 5% of the protester's bid or \$5,000, whichever is less. If the protest is upheld by the city, the bond will be refunded to the protester. If the protest is denied, the entire bond amount shall be forfeited to the city.

(F) Upon receipt of a timely filled and complete formal written protest, the Purchasing Manager shall stay the award of the purchase order or contract until the protest is resolved, unless the Purchasing Manager determines in writing that compelling circumstances exist which require that the award be processed without further delay, in order to protect the city's interest or for the purpose of avoiding an immediate and serious danger to the public health, safety or welfare.

(G) After receipt of the timely filed and complete written protest, and upon the protester's request, the Purchasing Manager shall meet with the protester to discuss the allegations and to attempt to resolve the matter. The Purchasing Manager shall issue his or her decision on the protest within 14 calendar days of the meeting, or if no meeting is requested, within 14 days of receipt of the timely filed and complete written protest. Such decision shall be e-mailed to the protester on the date of issuance unless otherwise directed by the protester.

(H) The protester may appeal the decision of the Purchasing Manager to the City Manager by filing a written appeal with the City Clerk's office within three business days of issuance of the Purchasing Manager's decision. The appeal must be in writing and must include a full explanation of the basis of disagreement with the decision rendered by the Purchasing Manager, as well as the relief sought. The City Manager shall overturn the selection if the protester proves that the selection did not comply in material respects with the requirements contained in the invitation to bid, request for proposal, request for qualifications or request for letters of interest; with this procurement code, or with Florida law. The decision of the City Manager shall be final. The City Manager's decision shall be e-mailed to the protester on the date of issuance unless otherwise directed by the protester.

(I) Failure by a bidder to comply with the timelines and requirements set forth herein shall result in an immediate invalidation and termination of the protest and a waiver of the right to seek further redress or to appeal the alleged adverse action in a court of law.

(J) Any and all costs incurred by a protesting party in connection with a protest pursuant to this section shall be the sole responsibility of the protesting party.

III. RESPONSE

A. The award recommendation should be set aside because Transportation Authority is a non-responsive party.

a. The RFP guidelines explicitly states that respondents cannot provide the City of Pembroke Pines projects as a reference.

The scoring for this RFP is based on points which can be gained through the submission of Attachment K and a questionnaire. The questionnaire, which contains the bulk of the scoring for this RFP is divided into four tabs, one of those tabs, Tab 2, is titled "Previous Experience / References". Tab 2 clearly states, in bold and underlined text, "**do not provide City of Pembroke Pines projects as any of your references**".

Following Transportation Authority's presentation on March 19, 2024, the Evaluation Committee Chairman noted that Transportation Authority deviated from the guidelines provided in the RFP by providing references which included the City of Pembroke Pines. (*See: Time Stamps from the recording of the March 19, 2024 Meeting of the Evaluation Committee as recorded in the file named "6&8 – Audio Recording AD-23-02.wav", provided to Protransportation, Inc. by the City of Pembroke Pines*) (known hereafter as "Exhibit C") Transportation Authority audibly admitted that they did not realize that Pembroke Pines was included as a reference in their proposal. However, the City of Pembroke Pines is the only reference provided by Transportation Authority on their proposal submitted in response to the RFP. ("Exhibit B").

While the Evaluation Committee has the discretion to waive minor irregularities included in the answers submitted by a proposer, here, Transportation Authority's deviation is material. A waiver of Transportation Authority's clearly violative response to Tab 2 would mean a waiver of one of the only four sections upon which the Evaluation Committee is to base the merit of proposals submitted in response to this RFP.

Waiving Transportation Authority's response on this question would lead to an entirely blank section, and in the contract procurement context, whether an action is arbitrary or capricious depends upon whether the awarding authority is compliant with its own proposal criteria. Waiving Transportation Authority's deviation invalidates an entire section of the questionnaire, is not in compliance with its own proposal criteria, and as such consists of arbitrary and capricious action by the Evaluation Committee.

Because awarding Transportation Authority this RFP could only be achieved by failing to observe pre-established specifications provided in the instructions to this RFP, doing so would render meaningless the basis upon which bids were initially sought, and so must be deemed arbitrary, illegal, fraudulent, or dishonest.

b. The RFP guidelines prohibit any current City of Pembroke Pines employees as reference contacts.

The Evaluation Committee noted that Transportation Authority's inclusion of Pembroke Pine employees as a reference in their proposal was clearly prohibited in the RFP guidelines. ("Exhibit C"). The scoring for this RFP is based on points which can be gained through the submission of Attachment K and a questionnaire. The questionnaire, which contains the bulk of the scoring for this RFP, is divided into four tabs, one of those tabs, Tab 2, is titled "Previous Experience / References". Tab 2 clearly states, in bold and underlined text, **"do not utilize any current City of Pembroke Pines employees as reference contacts"**.

In the reference contact information portion of the proposal response, Transportation Authority listed three contact names. All three names listed by Transportation Authority are City of Pembroke Pines Employees. ("Exhibit B"). Moreover, one of the Contact Names, Jonathan Bonilla, is a member on the Evaluation Committee for this RFP. ("Exhibit B"). Furthermore, Jonathan Bonilla is the Chair of the Evaluation Committee for this RFP and led the Evaluation Committee's meeting on March 19, 2024.

While the Evaluation Committee has the discretion to waive minor irregularities included in the answers submitted by a proposer, here, Transportation Authority's deviation is material. A waiver of Transportation Authority's clearly violative response to Tab 2 would mean a waiver of one of the only four sections upon which the Evaluation Committee is to base the merit of proposals submitted in response to this RFP.

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Because awarding Transportation Authority this RFP could only be achieved by failing to observe pre-established specifications provided in the instructions to this RFP, doing so would render meaningless the basis upon which bids were initially sought, and so must be deemed arbitrary, illegal, fraudulent, or dishonest.

B. The award recommendation should be set aside because the Evaluation Committee's process is not compliant under the law.

- a. The Evaluation Committee's determination of ProKel as a non-responsive party is based on an arbitrary and capricious definition of the term "reimbursement", which conflates the meaning of "reimbursement" with the term "pass through", which is unreferenced and undefined under the RFP guidelines. The Evaluation Committee's determination that Prokel is**

a non-responsive party because they intended to include a calculation of cost of work for items that are specifically allowable under the RFP guidelines runs contrary to the guidelines of the RFP.

The contract requirements, as specified in section 1.4 of the RFP, titled "CONTRACT REQUIREMENTS", provided, under, sub-section 1.4.1, titled "COMPENSATION", **"[t]he City shall reimburse the Contractor for the "Cost of Work"(emphasis added).** The term "Cost of Work" is defined as costs "necessarily incurred by Contractor in the performance of their duties". **Sub-section 1.4.1 also included a non-exhaustive list of 15 types of expenses which further specified the meaning of cost of work, including,** but not limited to, insurance and bond premiums that can be directly attributed to this contract; miscellaneous **expenses such as supplies, uniforms,** costs of drug screening, drug tests, fingerprinting, background searches and trainings; **and sales, use or similar tax es imposed by a governmental authority that are related to the work** (emphasis added).

Section 1.5 of the RFP, titled "PROPOSAL REQUIREMENTS", requests that prospective proposers provide an estimate of project cost. Specifically, sub-section 1.5.1, titled "Project Cost: Pricing Sheet/Bid Tables", provides that "[t]he vendor must download the City's Pricing Sheet (Attachment K: Pricing Submission Sheet - Labor Rates) and provide their pricing by updating the yellow highlighted cells and uploading the document in excel format under the Pricing Sheet / Bid Tables section. . ."

Of the 15 listed types of cost to be reimbursed under the awarded contract in sub-section 1.4.1, only 2 were included as line items in Attachment K.

On January 22, 2024, ProKel, noting the RFP's pricing sheet, did not include a section under which to account for the majority of the RFP's own referenced "cost of work" reimbursable expenses. ProKel subsequently contacted Pembroke Pines and identified the discrepancy in the RFP. Pembroke Pines then directed ProKel to draft and include a document outlining costs excepted from inclusion in Attachment K; and Pembroke Pines directed ProKel to submit those excepted costs along with the rest of their proposal. ProKel drafted and document titled "Requested Contract Exceptions" ("Exhibit A"). In Exhibit A, ProKel clarifies that Attachment K does not account for several costs, such as fringe benefits to the drivers as well as taxes. Exhibit A also informs the City that ProKel would be complying with Attachment K, but that other expenses including taxes and items would still need to be discussed after following the selections process.

The Selections Committee then told ProKel at its meeting on March 19, 2024 that all costs included in subsection 1.4.1, Cost of Work, should have been attributed as "pass through" costs, and that the term "pass through" is the same thing as a "reimbursement". ("Exhibit C"). However, neither the term "pass-through", nor the term "reimbursement" are defined under the RFP instructions. In fact, the term "pass-through" was never even referenced in the RFP. ProKel notified the Evaluation Committee that of this fact and further disagreed with the Selection's Committee definition of what a "pass through" cost is. ("Exhibit C"). No defined terms or instructions of the RFP excluded ProKel from including a margin of profit in the cost necessarily

incurred in the performance of its duty to provide reimbursable cost of work expenses, such as uniforms, as specifically identified in sub-section 1.4.1.

The Selections Committee then moved and voted to disqualify ProKel as a non-responsive party “based on what they said” and that ProKel “did not provide..um..non responsive and should be disqualified”. (“Exhibit C”).

The RFP specifically provides for the reimbursement of the cost of work, which includes the cost of uniforms under sub-section 1.4.1. No definition of the term “reimbursement” is provided in the RFP. Nothing in the RFP prohibits the inclusion of profit in the calculation of the reimbursable cost of work. The term “pass through” is neither referenced nor defined in the RFP.

Because the Evaluation Committee determined that ProKel’s inclusion of clearly allowable costs of work made them a non-responsive party; and because the Evaluation Committee made their determination based on terms and conditions not included in the proposal criteria in this RFP, the Evaluation Committee failed to comply with its own proposal criteria and the award must be set aside.

b. The Evaluation Committee’s determination of ProKel as a non-responsive party is arbitrary and capricious because it fails to observe pre-established guidelines in the RFP.

Following the directive of Pembroke Pines, ProKel timely submitted an answer to the RFP, which included Exhibit A. Answers were received by the City of Pembroke Pines on January 23, 2024. A total of two (2) proposals were received, ProKel’s and another respondent, Transportation Authority, LLC, who is the awarded party under the previous request for proposal which provided the services described under the RFP.

The Evaluation Committee then asked Transportation Authority if their submission of Attachment K included all costs. (“Exhibit C”). Transportation Authority affirmed that the entirety of their cost was included in Attachment K form they submitted. (“Exhibit C”). Transportation Authority clarified that other expenses, which they did not include on their submission for Attachment K, “like insurance costs and stuff” would also be passed on to Pembroke Pines, without providing an estimate of costs, nor an itemization of the additional costs that would expect reimbursement on, merely the statement that those costs were “pass through”. (“Exhibit C”).

After the conclusion of the Evaluation Committee’s questions for Transportation Authority, Prokel made their presentation. The Evaluation Committee’s questions for Prokel focused on ProKel’s inclusion of Exhibit A. Pembroke Pines asked ProKel how “profit and things like that might work” in their proposal. (“Exhibit C”). ProKel explained that Attachment K did not contain line items for expenses they expected to incur, such as insurance and taxes. (“Exhibit C”). Pembroke Pines acknowledged at the Evaluation Committee’s hearing that ProKel called regarding Attachment K. (“Exhibit C”).

ProKel was the only party to identify the discrepancy between the allowable costs under sub-section 1.4.1 and the limitations of Attachment K in accounting for those costs **before proposals were submitted in response to the RFP.**

Upon realizing the discrepancy in the RFP guidelines, Pembroke Pines directed ProKel to provide document which captured excepted costs which were not attributable to Attachment K, but did not require Transportation Authority do so the same. ProKel was forthright in its submission of expected reimbursable costs, identifying specific costs which could not be expressed under Attachment K. In contrast, Transportation Authority falsely attested to having provided a complete accounting of reimbursable costs in Attachment K at the hearing before the Evaluation Committee, only to then backtrack and allege other costs not referenced anywhere in their response to the RFP, and described by them merely as “stuff”, would be passed on to Pembroke Pines.

Whereas both parties admitted that their submissions of Attachment K did not include a complete accounting of costs Pembroke Pines would have to reimburse, only ProKel was forthright in identifying those costs before its response to the RFP was submitted. Despite the fact that ProKel adhered to limiting their response to Attachment K to costs with line items, only they were deemed to be non-responsive for failure to provide a complete accounting of costs.

Finally, the award must be set aside because Pembroke Pines instructed ProKel to submit an exception of costs not included in Attachment K in their proposal to the RFP which did not adhere to the proposal criteria and because Pembroke Pines did not require Transportation Authority to adhere to the same proposal criteria as Prokel, the award must be set aside.

C. Conclusion.

The City of Pembroke Pines award to Transportation Authority must be set aside because Transportation Authority is a non-responsive party. The RFP guidelines explicitly states that respondents cannot provide the City of Pembroke Pines projects as a reference and the City of Pembroke Pines is the only reference provided by Transportation Authority in their proposal. The RFP guidelines explicitly states that respondents cannot provide City of Pembroke Pines employees as reference contacts and all three of the reference contacts submitted by Transportation Authority in their proposal are employees of Pembroke Pines.

Further, the award recommendation to Transportation Authority must be set aside because the Evaluation Committee’s process is not compliant under the law. The Evaluation Committee’s determination of ProKel as a non-responsive party is based on an arbitrary and capricious definition of the term “reimbursement”, which conflates the meaning of “reimbursement” with the term “pass through”, which is unreferenced and undefined under the RFP guidelines. The Evaluation Committee’s determination that Prokel is a non-responsive party because they intended

to include a calculation of cost of work for items that are specifically allowable under the RFP guidelines runs contrary to the guidelines of the RFP.

Finally, the award must be set aside because Pembroke Pines instructed ProKel to submit an exception of costs not included in Attachment K in their proposal to the RFP which did not adhere to the proposal criteria and because Pembroke Pines did not require Transportation Authority to adhere to the same proposal criteria as Prokel.

Based on the foregoing, and pursuant to the Pembroke Pines Code of Ordinances Section 35.38, titled Bid Protest Procedures, the Purchasing Manager must stay the award of the purchase order and/or contract until the protest is resolved. Further, and in accordance with 35.38(g) of the Pembroke Pines Code of Ordinances, we request to meet with the Purchasing Manager to discuss the allegations and to attempt to resolve this matter.

In accordance with Pembroke Pines Code of Ordinances 3538(h), we hereby preserve our right to appeal the decision of the Purchasing Manager to the City Manager via a written appeal with the City Clerk's office within three business days of issuance of the Purchasing Manager's decision, following our requested meeting.

Best regards,

A handwritten signature in blue ink, appearing to read 'DJM', with a stylized flourish at the end.

David J. Moscoso

DJM/

“EXHIBIT A”

REQUESTED CONTRACT EXCEPTIONS

ProKel Mobility respectfully requests the following exceptions to the terms and conditions of this contract:

The City of Pembroke Pines has issued RFP AD-23-02- Operation and Management of Transportation Services. As part of the submission, the city has provided attachment K- Pricing Submission Sheet- Labor Rates.

It is common industry practice for Request for Proposals for transportation services to request that proposers shall be responsible for considering in their proposed rates any future local, state, or federal minimum wage increases and complying with all local, state, and federal wage, labor, and employment laws. Proposer shall submit all labor trades and rates, material costs, equipment costs, overhead costs, travel costs, the costs of any subcontracts, and profit costs, etc. necessary to complete this contract.

In addition, Proposers need to include training cost, including cost per training course and the cost of re-running each course following its initial execution.

ProKel Mobility understands that the current Operation and Management of Transportation Services is a passthrough model, but your pricing submission sheet does not account for any of the above-mentioned costs. One this that is concerning is the current pricing provided by the city does not even include; wage taxes, fringe benefits and workers compensation cost usually associated with labor cost. We don't understand how those line items could be counted as passthrough.

ProKel Mobility has complied with the RFP and submitted "Attachment K" as required, but with the understanding that we have identified additional costs not included in the pricing submission form.

ProKel Mobility assumes that Insurance, fuel, maintenance cost, facility, expenses including; technology, postage and printing, bus wash, background checks, drug testing etc. are passthrough.

ProKel Mobility would like the opportunity to discuss the pricing format and additional cost not reflected in "Attachment K".

“EXHIBIT B”

Question Set 1: Experience and Ability

Question Set 1 Instructions

The relative experience and qualification of each applicant's proposed team, with respect to the project scope, will be judged and a relative rating assigned. This parameter expresses the general and specific project-related capability of the team and indicates the adequate depth and abilities of the organization which it can draw upon as needed. This will include management, technical, and support staff.

#	Question	Response	Comment
1.0.1	Explain your firm's interest in working on this project, a positive commitment to perform the required work and a description of the firm.	The Transportation Authority (TA) is interested in and 100% committed to continuing to provide transportation services to the City of Pembroke Pines. (City) We have over 25 years experience in providing transportation services, or the service we provide to the City.	
1.0.2	Describe the size of your firm.	In terms of personnel we have 75 employees and operate a fleet of 80 vehicles including school and shuttle buses	
1.0.3	Describe your firm's financial history, strength and stability.	Our company's financial history is sound as we have more than sufficient funds to operate	
1.0.4	Describe your firm's range of activities.	The TA only contracts with the City of Pembroke Pines, so 100% of our day to day operations are dedicated to the City	
1.0.5	Describe the specialized experience and technical competence of the firm with respect to working on School Transportation Services.	The TA specializes in School Transportation Service. We have provided School Transportation Services since 2002 exclusively to the City.	
1.0.6	Describe the specialized experience and technical competence of the firm with respect to working on Community Bus Services.	The TA and owners have in excess of 30 year experience and technical competence in Community Bus Services. We encourage the City to contact our Broward County Transit to verify our commitment to providing excellent service	
1.0.7	Describe the specialized experience and technical competence of the firm with respect to working on Senior Transportation Services.	For the past ten years the TA has provided Senior transportation services to the City	
1.0.8	How has your firm demonstrated adaptability to diverse service models, especially considering the unique requirements of educational transportation, senior shuttles, and community services?	Over the years the TA has been faced with numerous situations that have effected service. During Covid we maintained service that required changing route schedules and times. The service we provided was never effected in an adverse manner.	
1.0.9	Do you have a minimum of five (5) years of experience with similar School and Shuttle Bus Transportation Services? Please provide proof of such experience.	Yes	We are the current transportation provider for the City
1.0.10	The firm or person's must provide information on their proximity to and familiarity with the area in which the project is located.	we have operated our office in the City since 2002. The TA's owner has lived in the City for the past 35 year. Therefore we are very familiar where this project is located	
1.0.11	Explain the availability and access to the firm's top level management personnel.	The TA sole contract for transportation is with the City. Therefore we are always available and accessible to answer any questions or concerns	
1.0.12	Please describe the past record of performance of the firm or person with respect to accessibility to clients, ability to meet schedules, communication and coordination skills.	The TA has an excellent past record performance regarding accessibility to clients, ability to meet schedules, communication and coordination skills. We encourage the City to contact Charter School and Senior Transportation Administration to verify our performance.	
1.0.13	List ongoing contracts/projects with their current status and projected termination dates.	The TA's only contract is with the City of Pembroke Pines with a projected termination date of June 30, 2024	

1.0.14	How does your company plan to cover expenses while waiting for reimbursement from the City for approved expenses?	The TA will cover expenses while waiting for reimbursement from the City as we have done for the past 22 years. We have sufficient funds available to do so.
1.0.15	Provide a summary of your financial stability and capacity to manage the cash flow associated with the operation of transportation service.	The TA's cash flow is more than sufficient to manage the operations of our contract. This is based on the past 22 years history of capital needs.
1.0.16	What is your reputation compared to your peers in the market?	We feel the TA's reputation is "peerless". We stand by our reputation that provides safe, timely transportation in clean well maintained vehicles
1.0.17	What is your reputation like among customers and how have you developed it?	Our customer base is strong in that we have maintained a long service history with our customers. Customer revenue is paid directly to the City.
1.0.18	How does your service differ from similar competitors? How do you win and retain business?	The TA main objective is to provide excellent service to Charter School Students and to the residents of the City. We make every effort to accommodate passenger requests. Therefore our reputation is vital in winning and retaining business. The TA is dedicated solely to the transportation needs of the City of Pembroke Pines, which is how we retain business.

18 Questions

100.00% Complete

Question Set 2: Previous Experience / References Form

Question Set 2 Instructions

Provide specific examples of similar contracts for Transportation Services for School systems, Shuttle Bus for Seniors, and Community Service Bus transportation. Provide details on related projects (preferably where the team was the same). References should be from the last five years and should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. As part of the proposal evaluation process, the City may conduct an investigation of references, including a record check or consumer affairs complaints. Proposers' submission of a proposal constitutes acknowledgment of the process and consent to investigate. The City is the sole judge in determining Proposers qualifications.

In regards to the References Form portion, you will have the ability to enter information for 5 different references including the Reference Contact Information and the specific Project Information.

In addition, do not provide City of Pembroke Pines projects as any of your references and do not utilize any current City of Pembroke Pines employees as reference contacts.

#	Question	Response	Comment
Previous Experience			
2.1.1	How many clients have you provided services for?	The TA's only client is the City	
2.1.2	What similar or related projects have you worked on within the past five years?	The TA has only contracted with the City since 2002	
2.1.3	What challenges did you face and how did you overcome them?	The TA has had challenges over the years. Assigning bus stops near students homes, finding the safest stops, adjusting CBS routes to accommodate residents requests and simply listening to all requests transportation to determine their validity. Most of these challenges were handled by going out in the field and actually viewing or inspecting a bus stop before a decision is made. During the two year Covid crises we had to condense and combine bus routes due to reduced attendance. We also added electrostatic cleaning to our bus maintenance program for our entire fleet, reducing the risk of spreading the Covid Virus. We also made available to all riders, masks, if they came to our bus without one. We also placed see through plastic covering	
2.1.4	How many of your clients are repeat clients?	The TA's customer base for Field Trips are 90% repeatable	
2.1.5	How long have you maintained relationships with your clients, and can you share insights into the nature of the collaboration over time?	When the TA began operations in 2002 we brought a client base with us that due to providing excellent service we have maintained until today	
2.1.6	How much of your revenue is derived from managing projects similar to ours?	The only revenue the TA derives is from the City. The TA also provides Field Trips of approximately \$300,000 annually which is billed thru the City's Finance System with all revenues the property of the City	
2.1.7	Can you share instances where issues or challenges arose during previous projects, and how your firm addressed and resolved these issues to ensure a successful outcome?	As stated in paragraph 2.1.3 note the challenges that we encountered and successfully addressed	
2.1.8	Highlight key success stories and achievements from your firm's experience in managing transportation services, showcasing positive outcomes and satisfied clients.	the TA's most positive outcome has been our relationship with the City's residents, including students and how we overcame the obstacles presented with the Covid crises. We have also added stops to our CBS routes that have made the City's transportation service available to additional residents	
2.1.9	How would your clients assess your firm's transparency in financial matters, such as billing processes, adherence to budgets, and overall fiscal responsibility?	The TA has always strived to bill clients in a timely manner, stay within the budget agreed with by the City to maintain fiscal responsibility	
Reference #1: Reference Contact Information			
2.2.1	Name of Firm, City, County or Agency	The City of Pembroke Pines Pembroke Pines Broward County	
2.2.2	Address	601 City Center Way Pembroke Pines 33025	

2.2.3	Contact Name	1. Charles Dodge, 2. Jonathan Bonilla, 3. Jay Shechter	
2.2.4	Contact Title	1. City Manager, 2. Assistant City Manager, 3. Community Services Director	
2.2.5	Contact E-mail Address	1. Cdodge@ppines.com 2. J Bonilla@ppines.com 3. Jshechter@ppines.com	
2.2.6	Contact Telephone #	C. Dodge 954-431-4884- J Bonilla 954-849-0390 J Shechter 954-261-9149	
Reference #1: Project Information			
2.3.1	Name of Contractor Performing the work	Transportation Authority LLC	The only project the TA is associated with is providing transportation service for the City as we have done since 2002
2.3.2	Name and location of the project	Management and Operations of Transportation Services for the City of Pembroke Pines	
2.3.3	Nature of the firm's responsibility on the project	Richard A Passero	
2.3.4	Project duration	Began in June 2002 thru present	
2.3.5	Completion (Anticipated) Date	June 30, 2024	
2.3.6	Size of project	Manage a fleet of 81 vehicles and 90 employees	
2.3.7	Cost of project	NA	
2.3.8	Work for which staff was responsible	Management and Operations of School Bus, CBS and Senior Transportation Services	
Reference #2: Reference Contact Information			
2.4.1	Name of Firm, City, County or Agency	City of Pembroke Pines Charter High School School	
2.4.2	Address	17189 Sheridan St Pembroke Pines FL 33331	
2.4.3	Contact Name	Peter Bayer	
2.4.4	Contact Title	Principal	
2.4.5	Contact E-mail Address	Pbayer@pinescharer.net	
2.4.6	Contact Telephone #	954-538-3700	
Reference #2: Project Information			
2.5.1	Name of Contractor Performing the work	NA	
2.5.2	Name and location of the project	NA	Please note the only project the TA has been associated with is providing transportation service to the City of Pembroke Pines Charter Schools, Community Bus System and Senior Transportation Program.
2.5.3	Nature of the firm's responsibility on the project	NA	
2.5.4	Project duration	NA	
2.5.5	Completion (Anticipated) Date	NA	
2.5.6	Size of project	NA	
2.5.7	Cost of project	NS	
2.5.8	Work for which staff was responsible	NA	
Reference #3: Reference Contact Information			
2.6.1	Name of Firm, City, County or Agency	City of Pembroke Pines Charter Middle School	
2.6.2	Address	12350 Sheridan St Pembroke Pines FL 33026	
2.6.3	Contact Name	Sean Chance	
2.6.4	Contact Title	Principal	

2.6.5	Contact E-mail Address	Schance@pinescharter.net
2.6.6	Contact Telephone #	954-322-3300
Reference #3: Project Information		
2.7.1	Name of Contractor Performing the work	N/A
2.7.2	Name and location of the project	N/A
2.7.3	Nature of the firm's responsibility on the project	N/A
2.7.4	Project duration	N/A
2.7.5	Completion (Anticipated) Date	N/A
2.7.6	Size of project	N/A
2.7.7	Cost of project	N/A
2.7.8	Work for which staff was responsible	N/A
Reference #4: Reference Contact Information		
2.8.1	Name of Firm, City, County or Agency	N/A
2.8.2	Address	N/A
2.8.3	Contact Name	N/A
2.8.4	Contact Title	N/A
2.8.5	Contact E-mail Address	N/A
2.8.6	Contact Telephone #	N/A
Reference #4: Project Information		
2.9.1	Name of Contractor Performing the work	N/A
2.9.2	Name and location of the project	N/A
2.9.3	Nature of the firm's responsibility on the project	N/A
2.9.4	Project duration	N/A
2.9.5	Completion (Anticipated) Date	N/A
2.9.6	Size of project	N/A
2.9.7	Cost of project	N/A
2.9.8	Work for which staff was responsible	N/A
Reference #5: Reference Contact Information		
2.10.1	Name of Firm, City, County or Agency	N/A
2.10.2	Address	N/A
2.10.3	Contact Name	N/A
2.10.4	Contact Title	N/A
2.10.5	Contact E-mail Address	N/A
2.10.6	Contact Telephone #	N/A
Reference #5: Project Information		
2.11.1	Name of Contractor Performing the work	N/A

2.11.2	Name and location of the project	N/A
2.11.3	Nature of the firm's responsibility on the project	N/A
2.11.4	Project duration	N/A
2.11.5	Completion (Anticipated) Date	N/A
2.11.6	Size of project	N/A
2.11.7	Cost of project	N/A
2.11.8	Work for which staff was responsible	N/A
79 Questions		100.00% Complete

Question Set 3: Staffing and Training

Question Set 3 Instructions

Address the critical role of qualified personnel and robust training programs.

#	Question	Response	Comment
Key Personnel Qualifications			
3.1.1	Identify the contact person and supervisory personnel who will work on the projects.	Richard A Passero, Dana Dixon, Jessica Matos	
3.1.2	Provide summaries of key persons to be assigned to the project with emphasis on their qualifications and experience with similar work. Summaries should list qualifications, including education, experience, honors and awards received, and professional associations of which the firm and/or its personnel are members.	R Passero has over 25 years experience in school bus and shuttle transportation. Mr. Passero is very familiar with all state and local filing and employee testing requirements i.e. Broward County School board and Broward County Transit D Dixon has 15 years of Experience as stated above and J Matos has 15 years experience specifically with Broward County Transit related filing requirements	
Driver Qualifications			
3.2.1	What criteria do you use for hiring and retaining drivers? Include details on driver qualifications, experience, and any ongoing training programs.	All drivers pass a pre-hire physical, including breath and alcohol test. Also, all driver must pass a Level 2 Background test. They are also required to drive with a supervisor who determines their driving skills prior to transporting passengers	
Management Structure			
3.3.1	Outline the management structure for overseeing transportation services. Specify roles and responsibilities at various levels within your organization.	R Passero- Responsible for overall operations and management D Dixon Responsible for Safety Training and employees adhering to medical and all other testing requirements. J Matos - Responsible for operations and management of Senior Transportation division	
Staffing			
3.4.1	Describe Proposer's ability to satisfy all of the personnel qualifications. If Proposer cannot currently meet the requirements, explain how Proposer will attain the required key personnel. Key personnel includes all partners, project manager, and other key professional staff, such as a dispatcher, drivers, etc. that will perform work and/or services in this project.	The TA has the ability and has maintained a full complement of all personnel. Office personnel are also qualified school bus drivers and are used as staffing needs are required. School bus drivers are also qualified to drive our senior fleet buses. Also our hourly pay rate is the highest in the County which helps to maintain personnel at the required levels	
3.4.2	Include Proposer's assurance that the key personnel described in its proposal shall be available to perform the services described, and that the Proposer has sufficient reserve personnel to adequately perform the services described in the event of illness, accident, or other unforeseeable events of a similar nature. Describe Proposer's approach to ensure the availability of personnel at all times, including Proposer's contingency plan, if any.	The TA has been performing School Bus Transportation since 2002 and Senior transportation since 2010. During this time we have always met service requirements by requiring office staff to maintain the proper driving requirements and by combining senior routes to cover unforeseen circumstances	
Staffing Flexibility			
3.5.1	How does your firm manage staffing levels to accommodate fluctuations in demand or unexpected circumstances, ensuring a responsive and reliable service?	The TA keeps a full staff of School Bus drivers during the school year. We offer summer Field Trips for most drivers and allow those who wish not to work for the summer collect Unemployment Benefits unless they are needed to perform Field Trip transportation. Senior Transportation drivers are offered work for the entire year as there are no fluctuations in driver staffing needs	
Continuing Education Programs			

3.6.1 Describe any continuing education or professional development programs in place for staff, with a focus on keeping them updated on industry best practices and evolving transportation technologies.

All drivers are required to attend in house continuing training classes. The classes are given by either D Dixon or R Passero who are both State of Florida Certified Classroom and Behind the Wheel Trainers

Customer Service Training

3.7.1 How do you train staff, especially drivers, in customer service skills to ensure a positive and respectful interaction with passengers and the community, while avoiding misconduct?

Drivers are given training in the Class Room and Behind the Wheel by a State Certified Trainer or a Supervisory individual. All proper safety techniques are reviewed including Distracted Driving, Wireless Communications, Wheel Chair Use Student and passenger Management.

State Certified Classroom Instruction & Behind-the-Wheel Trainers

3.8.1 Please identify any existing staff that would be assigned to this contract that are State Certified Classroom Instruction and Behind-the-Wheel Trainers.

D Dixon R Passero F Thompson

3.8.2 If you don't currently have staff that are State Certified Classroom Instruction and Behind-the-Wheel Trainers, please identify the method in which you plan on utilizing to provide the necessary training to drivers.

N/A

Safety Training Programs

3.9.1 Provide details on safety training programs for both drivers and support staff, emphasizing protocols for emergency situations and preventive measures. Note – Please upload a copy of the proposer's current training manual describing (See section 1.5.4 for additional information) describing Proposer's training on new and revised procedures. The information shall include but not limited to the following elements:
 i.Training program: number of hours and training curriculum
 ii.Training of newly hired drivers
 iii.Continuing education/training
 iv.In-service training/on the job training
 v.Training resources
 vi.Training Instructors

1. Training Programs include mandatory Classroom and Behind the Wheel Training per Broward County School Board and State of Florida requirements 2. School Bus Drivers are given 40 hours of training including 20 hours of classroom and 20 hours combination of behind the wheel observation of a Supervisory driver. Drivers are required to have at least 10 hours of driving with a Supervisor. 3/4. All School Bus drivers are required to attend mandatory Classroom training of 8 hours per year. All Senior drivers are required to attend quarterly classroom training. 5. Training resources are obtained from Broward County School Board training manuals and National Insurance training information 6. All instructors are State of Florida Certified

Employee Satisfaction Measures

3.10.1 Share strategies for measuring and enhancing employee satisfaction within your organization, emphasizing its impact on service quality.

During our mandatory employee meeting all employees are encouraged to participate in and give their opinions of the curriculum that is being discussed. This helps to ensure that the subject matter is understood

Recruitment Policy

3.11.1 State Proposer's recruitment policy, procedures, methods and resources utilized for recruiting personnel, including conducting background investigations, verification of applicant's employment history, criminal and civil background checks, etc.

The TA,through Work Force One, "Word of Mouth and a Bonus Program that pays an employee who recruits an individual that works for the TA continually for a 180 day period.The TA requires a potential employee to pass a Level 2 Background check, Pre-hiring physical including drug and alcohol screening and approval from the Broward County School Board for School Bus Drivers. We also verify an applicants past employer status.

3.11.2 Describe the proposer's ability to recruit personnel.

Although locating and hiring quality employees is difficult at times, we have been successful in maintaining route coverage with bu using office personnel that are required to maintain the necessary driving licences.

Turnover Rate and Retention Procedures

**RFP # AD-23-02 “Operation and Management of Transportation Services”
Response to Open Public Request for Notice of Intent to Protest**

1. Sign In Sheets/ Attendance List of all the Evaluators and Witnesses Present
 - We do not collect signatures for attendees or create a sign in sheet for Evaluation Committee meetings. However, the following individuals were present at the Evaluation Committee Meeting:
 - Procurement Staff / Meeting Facilitators
 - Mark Gomes, Procurement Director
 - Byron Granda-Paez, Senior Procurement Specialist
 - Danilo Benedit, Procurement Specialist
 - City Attorney’s Office
 - Paul Hernandez, Assistant City Attorney
 - City Clerk’s Office
 - Katherine Borgstrom, Board Secretary
 - Evaluators
 - Daniel Rotstein, Assistant City Manager / Human Resources and Risk Management Director
 - Jonathan Bonilla – Assistant City Manager
 - Sean Chance – Central Campus Principal
 - Silvia Aguilar – Assistant Director of Community Services
 - Note - Peter Bayer, Academic Village Principal (Absent from meeting)
2. Scoring Sheets
 - Please see attached scoring sheets. Please note that the Evaluation Committee did not score the proposals as they deemed one vendor as non-responsive and moved the remaining vendor forward for recommendation for the City Commission to award.
3. Evaluation Sheets
 - Please see attached bid tabulation sheets.
4. Evaluation Sheets for the RFP Packets submitted by vendors.
 - Same answer for # 3 above.
5. Evaluation Sheets for the presentations
 - Not applicable.
6. The Final Determination of why the Evaluation Committee selected Transportation Authority, LLC.
 - Please see the included audio recording of the meeting.
7. The Pricing Sheets for both Firms
 - Please see attached pricing sheets from both firms.
8. Any recommendations made by the City Attorney to the evaluation committee.
 - Please see the included audio recording of the meeting.
9. Video Recordings of both vendors that presented at the interview.
 - Please see link to the Webex Video recording from the meeting:
 - <https://ppines.webex.com/recordingservice/sites/ppines/recording/playback/79694064c4654cd8944cb44f8c1a2cfd>
 - Password: mPjgipm2
10. Copy of the Transportation Authority, LLC proposal
 - Please see the attached.
11. We request that the clock start after we receive all the information requested so we can gather the facts and make a responsible Protest to the City.
 - Pursuant to Section 35.38 of the City’s Code of Ordinance, “The complete written protest **must** be filed with the Purchasing Manager within ten calendar days of the issuance of the notice of bid action.” (Emphasis added.) As a result, the written protest must be filed no later than 12:30 P.M. on March 29, 2024.

Related files are located in the following ShareFile Folder:

<https://cityofpembrokepines.sharefile.com/public/share/web-s0b73808f96284a44a45ac93b5d0482ba>

“EXHIBIT C”

Time Stamps from the recording of the March 19, 2024 Meeting of the Evaluation Committee as recorded in the file named "6&8 – Audio Recording AD-23-02.wav", provided to Protransportation, Inc. by the City of Pembroke Pines.

Time (Hour:Minutes:Seconds)	Comment
0:1:15	Jonathan Bonilla was appointed Chair of the Evaluation Committee.
0:11:11	Transportation Authority admitted they did not realize that Pines references were included.
0:11:12	Clarified that the RFP stated City References were not allowed.
0:11:35	Evaluation committee made it clear that it was noted that TA included City References in their RFP.
0:22:42	Transportation Authority was asked if their "budget", referring to Attachment K, included "everything, budget, testing. training". 22:46 Transportation Authority answered "100%".
0:22:50	"The pricing section that was submitted on the proposal sheet discussed that in addition to what Transportation Authority provided on Attachment K, certain items "like insurance costs and stuff" which would be additional items, but that they would just be "pass through" items. Transportation Authority's proposal would also be included. Evaluation Committee Certain items that were not included in Attachment K (like insurance costs)
0:50:43	City asks ProKel how "profit and things like that might work" in their proposal. 50:49 City acknowledges that ProKel called regarding Attachment K. ProKel clarified that it is impossible for Attachment K to account for fringe benefits to the drivers as well as taxes and that taxes would not be considered a "pass through". 51:39 ProKel clarified that the conversation between them and the City included the creation of an exception, informing the City that ProKel would be complying with Attachment K, but that other expenses including taxes and non-pass through items such as profit would still need

	to be discussed after following the selections process.
0:53:42	Evaluation Committee asked if there was a percent that you need to have as an organization over expenses?
0:54:17	Asked what the profit margin that they need to have is?
0:56:28	I do not know how we would compare the pricing.
0:57:13	"Its very simple, I'm not sure we can make a decision today until you recalculate" – City
0:58:43	One of the members of the Evaluation Committee suggested they reconvene after ProKel had an opportunity to resubmit with final costs.
0:58:55	ProKel suggested Best and Final Offer in order for the EC to be able to make an assessment as to the final cost each respondent would propose
1:00:06	Evaluation Committee Chairman states he wants to make sure they were following the guidelines and that legally they were consistent. Asked Procurement for a recommendation.
1:01:00	Deemed a vendor non responsive for not providing what was discussed as not a valid response.
1:01:25	City responded with Best and Final Offer is an option.
1:10:52	Prokel: We were told to submit an exception.
1:11:15	How do I put in a line item for profit when we have additional costs for line items that are not included. The RFP does not include guidance on that.
1:12:15	Where do we include items that are not pass through?
1:15:50	Evaluation Committee: Pass through is the same thing as a reimbursement. Based on what they (Prokel) said they "did not provide..um..non responsive and should be disqualified

“Attachment K”

