STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

FLORIDIAN CONSTRUCTION AND DEVELOPMENT COMPANY, INC.,	)	
Petitioner,	)	
vs.	)	**OGC CASE NO. 09-0168**
	)	**DOAH CASE NO. 09-0858BID**
DEPARTMENT OF ENVIRONMENTAL PROTECTION,	)	
Respondent.	)	

FINAL ORDER

On May 1, 2009, an Administrative Law Judge ("ALJ") of the Division of Administrative Hearings ("DOAH") submitted his Recommended Order ("RO") to the Department of Environmental Protection ("Department") in the above captioned proceeding. A copy of the RO is attached hereto as Exhibit A. The RO indicates that copies were sent to counsel for the Petitioner, Floridian Construction and Development Company, Inc. ("Floridian"), and counsel for the Respondent, Department. Floridian filed its Exceptions on May 13, 2009.[1] The Department filed its Response to Exceptions on May 15, 2009. This matter is now before me for final agency action.

BACKGROUND

The Department issued an Invitation to Bid ("ITB") for certain road and additional work to be performed at the Bald Point State Park, in Franklin County. The ITB was

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[1] Under Section 120.57(3)(e), Florida Statutes, and Fla. Admin. Code R. 28-106.217, Exceptions to the RO were due to be filed on May 11, 2009 (10 days after entry of the RO).

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designated as "Bid No. 49-08/09" on the Department of Management Services' Vendor Bid System ("VBS"). The ITB project involves the construction of a new entrance roadway, the removal of an existing timber bridge and the installation of a new "free-span" bridge. The project also includes related drainage and utility work. The Department issued three addenda to the ITB that significantly increased the scope of the work, and increased the estimated budget for the project from $1 million to $3 million. The bids were timely opened on January 12, 2009. Ben Withers, Inc. ("Withers") was the low bidder. Floridian was the sixth low bidder. Eight vendors submitted timely bid responses. None of the bids were disqualified by the Department. The specifications in the ITB required bidders to submit a good faith deposit or bid guaranty, amounting to five percent of the bid. This could be provided in the form of a bid bond. All the bidders submitted bid bonds with their bids.

The instructions to bidders in the specifications of the ITB required that, for bids exceeding $2 million, "the surety that will provide the Performance Bond and Labor and Materials Payment Bond shall have at least an 'A+' rating in A.M. Best Company's online rating guide." The ITB also provided that the rating of a reinsurance company was not applicable and did not meet this requirement.

The bid tabulation, announcing the Department's intent to award to Withers, was posted on January 23, 2009. Floridian filed a timely protest, pursuant to Section 120.57(3), Florida Statutes, and the matter was transmitted to DOAH. Floridian contended that the Department violated its bid specifications and its "policy" concerning the materiality of the rating of bonds, as specified in the bid specification. Floridian argued that the Department's violation in these respects was arbitrary, capricious, and

contrary to competition; and that Floridian was the only responsive bidder and should be awarded the contract because it was the only bidder to provide a bond rating in compliance with the specifications and the Department's policy.

The Department contended that its proposed award to Withers conformed with its governing statutes and Florida Administrative Code Chapter 60D-5, as well as the specifications; that the bid bond and payment and performance bonds may be issued by different surety companies; and that the proposed agency action is not clearly erroneous, contrary to competition, arbitrary or capricious.

The ALJ conducted the final hearing on March 16, 2009. Upon concluding the proceeding, the parties did not order a transcript of the hearing. The parties timely submitted proposed recommended orders and the ALJ issued his RO on May 1, 2009.

RECOMMENDED ORDER

In the RO the ALJ recommended that the Department dismiss Floridian's bid protest. (RO p. 31). The ALJ concluded that Floridian did not meet its burden to show that by accepting all the bid bonds from the bidders, and then posting the award in favor of Withers, that the Department violated its governing statute, Chapter 255, Florida Statutes, its rules, Fla. Admin. Code Chapter 6D-5, policies or the solicitation specifications. (RO ¶ 58). The ALJ further concluded that even if a violation had occurred, Floridian did not meet its burden to show that the action of accepting all bid bonds and not disqualifying all bidders, other than Floridian, was clearly erroneous, contrary to competition, arbitrary or capricious. (RO ¶¶ 50, 58). The ALJ specifically found that the Department did not act contrary to the solicitation specifications when it accepted bid bonds from the various bidders, underwritten by surety companies

carrying less than an "A+" rating. (RO ¶ 50). He found that the specifications did not require any rating at all for the surety company providing the bid bond. The "A+" surety company rating requirement, by the terms of the specifications, only applied to the performance and payment bonds, which are supplied after the bid award is made. (RO ¶ 50).

STANDARDS OF REVIEW

The following rulings on the Exceptions to the RO are made in light of the standards governing the administrative review of DOAH recommended orders, and in particular in bid protests, by agencies having the authority and duty to enter final orders. Section 120.57(1)(l), Florida Statutes, provides that an agency final order "may reject or modify an administrative law judge's conclusions of law and interpretations of administrative rules over which it has substantive jurisdiction." Section 120.57(1)(l) also prescribes that an agency reviewing a DOAH recommended order may not reject or modify the findings of fact of an administrative law judge, "unless the agency first determines from a review of the entire record, and states with particularity in the order, that the findings of fact were not based upon competent substantial evidence or that the proceedings on which the findings were based did not comply with essential requirements of law." § 120.57(1)(l), Fla. Stat. (2008); Wills v. Florida Elections Commission, 955 So.2d 61 (Fla. 1st DCA 2008); Heifetz v. Dept. of Business Regulation, 475 So.2d 1277 (Fla. 1st DCA 1985) (holding that agency may not reject an ALJ's findings of fact, which are supported by competent, substantial evidence, nor is it authorized to reweigh the evidence, resolve conflicts in testimony, draw inferences, judge credibility of witnesses, or otherwise interpret the evidence). However, if a finding

of fact in a recommended order is improperly labeled by an administrative law judge, the label should be disregarded and the item treated as though it were properly labeled as a conclusion of law. Battaglia Properties v. Fla. Land and Water Adjudicatory Commission, 629 So.2d 161, 168 (Fla. 5th DCA 1994).

A reviewing agency has no authority to evaluate the quantity and quality of the evidence presented at a DOAH formal hearing, beyond making a determination that the evidence is competent and substantial. Brogan v. Carter, 671 So.2d 822, 823 (Fla. 1st DCA 1996). Therefore, if the DOAH record in this case discloses any competent substantial evidence supporting a challenged factual finding of the ALJ, I am bound by such finding in this Final Order. Florida Dept. of Corrections v. Bradley, 510 So.2d 1122, 1124 (Fla. 1st DCA 1987). In addition, a reviewing agency has no authority to make independent or supplemental findings of fact in construing the recommended order on review. See, e.g., North Port, Fla. v. Con. Minerals, 645 So.2d 485, 487 (Fla. 2d DCA 1994).

The standard of review in this proceeding where an agency procurement decision is being contested is also governed by the provisions of Section 120.57(3), Florida Statutes, and established case law of Florida. The appellate courts have repeatedly held that public agencies have wide discretion in soliciting and accepting proposals through the competitive procurement process; and such decisions, when based on honest exercises of discretion, will not be overturned by the courts even if they may appear to be erroneous and even if reasonable persons may disagree. Dept. of Transportation v. Groves-Watkins Constructors, 530 So.2d 912, 913 (Fla. 1988); Liberty County v. Baxter's Asphalt and Concrete, 421 So.2d 505, 507 (Fla. 1982);

Engineering Contractors v. Broward County, 789 So.2d 445, 450 (Fla. 4th DCA 2001); Scientific Games v. Dittler Brothers, 586 So.2d 1128, 1131 (Fla. 1st DCA 1991).

Section 120.57(3) reads, in pertinent part, as follows:

> (f) . . . Unless otherwise provided by statute, the burden of proof shall rest with the party protesting the proposed agency action. In a competitive-procurement protest, other than a rejection of all bids, proposals, or replies, 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 solicitation specifications. The standard of proof for such proceedings shall be whether the proposed agency action was clearly erroneous, contrary to competition, arbitrary, or capricious.

If there are disputed issues of material fact, the *de novo* hearing under Section 120.57(3)(f) is subject to the same procedural requirements as other formal hearings held pursuant to Section 120.57(1). See § 120.57(3)(d)3, Fla. Stat. It is the responsibility of the administrative law judge under Section 120.57(3)(f), to "determine whether the agency's proposed [procurement] action is contrary to the agency's governing statutes, the agency's rules or policies, or the solicitation specifications," and the burden of proof is on "the party protesting the proposed agency action."

The Florida case law construing Section 120.57(3)(f) concludes that the phrase "*de novo* proceeding" set forth therein is used to describe a somewhat different administrative proceeding from that normally conducted pursuant to Section 120.57(1), Florida Statutes. See State Contracting v. Dept. of Transportation, 709 So.2d 607 (Fla. 1st DCA 1998). In a typical Section 120.57(1) hearing, the administrative law judge essentially sits in the place of the agency being challenged; and this *de novo* proceeding is designed not to review prior agency action, but to actually formulate final

agency action on the matter being contested. See, e.g., Hamilton County Commissioners v. Dept. of Environmental Regulation, 587 So.2d 1378, 1387 (Fla. 1st DCA 1991).

In contrast, the *de novo* proceeding described in Section 120.57(3)(f) has been construed by the First District Court of Appeal of Florida to be a "form of intra-agency review" where the object of the proceeding is to "evaluate the [prior] action taken by the agency," rather than to formulate final agency action. State Contracting, 709 So.2d at 609. The State Contracting opinion cites with approval to Intercontinental Properties, Inc. v. Dept. of Health & Rehab. Services, 606 So.2d 380 (Fla. 3d DCA 1992), interpreting the phrase "*de novo* hearing" as used in bid protest proceedings before the 1996 revision of the APA. State Contracting, 709 So.2d at 609. On page 386 of its Intercontinental Properties opinion, the court concluded as follows:

> Although the hearing before the hearing officer was a *de novo* proceeding, that simply means that there was an evidentiary hearing during which each party had a full opportunity to develop an evidentiary record for administrative review purposes. It does not mean, as the hearing officer apparently thought, that the hearing officer sits as a substitute for the Department and makes a determination whether to award the bid *de novo*.

The State Contracting "intra-agency review" interpretation of a Section 120.57(3)(f) *de novo* proceeding actually results in a proceeding having the "hybrid nature of an appellate trial." See Syslogic Technology Services v. South Florida Water Management District, 26 FALR 1368, 1382 (Fla. SFWMD 2002), appeal dismissed without a published opinion, 819 So.2d 771 (Fla. 2d DCA 2002); and R. N. Expertise, Inc. v. Miami-Dade County School Board, 2002 WL 185217 (Fla. Div. Admin. Hrgs.),

adopted in toto March 14, 2002, affirmed without a published opinion, 875 So.2d 1251 (Fla. 5th DCA 2004).

The Syslogic Technology Services and R. N. Expertise Final Orders adopt a detailed analysis of the "standard of review" issue under Section 120.57(3)(f). Although designated as a "standard of proof" in Section 120.57(3)(f), the terms "clearly erroneous", "arbitrary," or "capricious" are actually recognized review standards, rather than standards of proof normally applicable in evidentiary hearings. Syslogic Technology Services, 26 FALR at 1380. This "standard of review" interpretation of Section 120.57(3)(f) was adopted without any modifications by the South Florida Water Management District in its Final Order. Id. at 1368. I view this interpretation of Section 120.57(3)(f) in the Syslogic Technology Services case and the R.N. Expertise case to be reasonable and persuasive. Accordingly, in preparing this Final Order, the standard of review applied in determining the propriety of the Department's proposed award was whether this action was "clearly erroneous, contrary to competition, arbitrary, or capricious."

RULINGS ON EXCEPTIONS

Preface

The case law of Florida holds that parties to formal administrative proceedings must alert reviewing agencies to any perceived defects in DOAH hearing procedures or in the findings of fact of ALJs by filing exceptions to DOAH recommended orders. See Couch v. Commission on Ethics, 617 So.2d 1119, 1124 (Fla. 5th DCA 1993); Florida Dept. of Corrections v. Bradley, 510 So.2d 1122, 1124 (Fla. 1st DCA 1987). Having filed no exceptions to certain findings of fact the party "has thereby expressed its

agreement with, or at least waived any objection to, those findings of fact." Environmental Coalition of Florida, Inc. v. Broward County, 586 So.2d 1212, 1213 (Fla. 1st DCA 1991). The ALJ's RO found that the Petitioner Floridian did not satisfy its burden of proof under Section 120.57(3)(f), Florida Statutes.

Floridian filed Exceptions to the RO. However, under Section 120.57(3)(e), Florida Statutes, and Fla. Admin. Code R. 28-106.217, Floridian's Exceptions were not filed within 10 days after entry of the RO. Florida case law holds that the time period for filing exceptions to a recommended order is not jurisdictional and may be waived by the agency upon a showing of "excusable neglect" or other sufficient legal cause by the party belatedly filing the exceptions. See, e.g., Hamilton County Board of County Commissioners v. Dept. of Environmental Regulation, 587 So.2d 1378, 1390 (Fla. 1st DCA 1991). However, Floridian's exceptions do not contain an explanation for its late filed Exceptions and/or a request to waive the time period for filing exceptions. In its Response to Exceptions, the Department argues that Floridian's exceptions were late, but does not request that they be struck or not considered. In fact, the Department then specifically responded to each of Floridian's six exceptions. Therefore, since the Department responded to the exceptions, and for the purposes of judicial review, I've provided the following rulings on Floridian's exceptions.

Floridian's Exceptions

First Exception

Floridian takes exception to paragraph 19 where the ALJ found that the "[Department] had a good faith belief that the contractors could change surety companies between the issuance of the bid bond and the payment and performance

bonds." Floridian argues that "the evidence clearly established" otherwise and even refers to testimony from "Michael Renard, the [Department] contract administrator." The portion of paragraph 19 to which Floridian objects is a finding of fact made by the ALJ based on the hearing record. Florida case law holds that none of the ALJ's findings of fact are subject to being rejected or modified in this Final Order based on lack of competent substantial evidence because I am unable to "review the entire record" as required by Section 120.57(1)(l), Florida Statutes. See Booker Creek Preservation, Inc., v. Dept. of Environmental Regulation, 415 So.2d 750 (Fla. 1st DCA 1982) (concluding that a party filing exceptions to findings of fact in a recommended order has the responsibility to pay for and furnish a copy of the transcript of the DOAH proceeding to the reviewing agency).

Therefore, Floridian's first exception is denied.

Second Exception

Floridian takes exception to a portion of the last sentence in paragraph 24 of the RO where the ALJ disagrees with an argument advanced by Floridian. The ALJ describes Floridian's argument as an "interpretation" of the language in the Department's bid bond specification that he cannot follow "[i]n face of the fact that the bid bond specification required no rating." (RO ¶ 24). The portion of paragraph 24 to which Floridian objects is a finding of fact made by the ALJ based on the hearing record. Florida case law holds that none of the ALJ's findings of fact are subject to being rejected or modified in this Final Order based on lack of competent substantial evidence because I am unable to "review the entire record" as required by Section 120.57(1)(l), Florida Statutes. See Booker Creek Preservation, Inc., v. Dept. of

Environmental Regulation, 415 So.2d 750 (Fla. 1st DCA 1982) (concluding that a party filing exceptions to findings of fact in a recommended order has the responsibility to pay for and furnish a copy of the transcript of the DOAH proceeding to the reviewing agency).

Floridian does not contend that the ALJ's finding is not based on competent substantial evidence. Floridian suggests that the finding "ignores well-settled law concerning another recent DEP protest." The appellate courts of Florida, however, are uniformly wary of efforts by agencies to reject findings of fact in DOAH recommended orders by characterizing the "findings of fact" as mislabeled "conclusions of law." See, e.g., Fonte v. Dept. of Environmental Regulation, 634 So.2d. 663 (Fla. 2d DCA 1994); Battaglia v. Land and Water Adjudicatory Comm., 629 So.2d 161 (Fla. 5th DCA 1993); Dept. of Labor and Employment Security v. Little, 588 So.2d 281 (Fla. 1st DCA 1991).

I am not persuaded that the statements of the ALJ in numbered paragraph 24 are actually mislabeled legal conclusions that may be rejected in this case as a matter of law. Rather, I view this challenged paragraph to essentially consist of actual findings of fact by the ALJ. Since no transcript of testimony was prepared in this case, I am unable to review the entire record and find that these factual findings are not supported by any competent substantial evidence. Even if paragraph 24 was deemed to contain mixed statements of fact and law, the lack of a transcript of testimony renders me unable to reach an informed decision that the legal conclusion portions do not necessarily flow from competent substantial evidence of record.

Accordingly, Floridian's second exception is denied.

Third Exception

Floridian takes exception to the ALJ's finding in paragraph 39 concerning the reason why the winning bidder, Withers, did not provide evidence of ability to provide compliant payment and performance bonds within two days of being notified of being the lowest bidder. Essentially, Floridian disagrees with the ALJ's findings in paragraph 39 that were based on the testimony of Michael Renard and Ben Withers, to which the ALJ referred in paragraph 38. Since no transcript of testimony was prepared and filed in this case, I am unable to review the entire record and find that these factual findings are not supported by any competent substantial evidence. See Booker Creek Preservation, Inc., v. Dept. of Environmental Regulation, 415 So.2d 750 (Fla. 1st DCA 1982) and Pope v. Ray, 2004 WL 1211594, DOAH Case No. 03-3981 (Fla. Dept. Env. Prot. 2004).

Accordingly, Floridian's third exception is denied.

Fourth Exception

Floridian takes exception to the ALJ's finding in paragraph 23, where he finds that Floridian's interpretation of the bid bond specification "would negate the fact that the bid bond specification does not require a rating." Essentially, Floridian disagrees with the ALJ's ultimate inference from the evidence presented during the hearing. Since no transcript of testimony was prepared and filed in this case, I am unable to review the entire record and find that these factual findings are not supported by any competent substantial evidence. See Booker Creek Preservation, Inc., v. Dept. of Environmental Regulation, 415 So.2d 750 (Fla. 1st DCA 1982) and Pope v. Ray, 2004 WL 1211594,

DOAH Case No. 03-3981 (Fla. Dept. Env. Prot. 2004). Accordingly, Floridian's fourth exception is denied.

Fifth Exception

Floridian takes exception to the ALJ's finding in paragraph 38, which fully states that "[t]he testimony of Michael Renard, of the Department, shows, however, that as a practical matter, it is not a material deviation if a contractor does not supply evidence of ability to provide compliant bonds precisely within that time period." For all the reasons discussed in my ruling on Floridian's Third Exception above, this fifth exception is denied.

Sixth Exception

Floridian takes exception to the ALJ's conclusion in paragraph 51 that "as a matter of law, the [Department] can have no generally applicable policy that is not articulated in statute, rule, or the specifications themselves and can base no agency action that determines the substantial interests of a party on what amounts to an unadopted rule. § 120.57(1)(e), Fla. Stat. (2008)." Floridian contends that this legal conclusion is incorrect based on a 1991 administrative bid protest case that examined an agency's historical practice regarding certain bid specifications. See Double E Constructors, Inc. v. School Board of Palm Beach County, Florida, Case No. 91-1017BID (DOAH April 3, 1991). As the ALJ concluded earlier in paragraph 51, the Department's "specifications have been rewritten and are different from those which relate to the same bond rating issue from past procurement projects and solicitations." Thus, as a practical matter, the Department's past historical practice would be irrelevant to interpretation of the rewritten specification. The ALJ found the rewritten specification

to be clear on its face. (See RO ¶ 27("[Floridian's] argument . . . is rejected also for the additional reason that such an interpretation is contrary to the plain meaning of the bid specification language."). In addition, the ALJ cited to Section 120.57(1)(e), Florida Statutes, to support his legal conclusion. This provision was added to Chapter 120, Florida Statutes, by the Florida Legislature in 1996. See § 19, ch. 96-159, Laws of Fla. Thus, the 1991 administrative decision does not involve an interpretation of Section 120.57(1)(e), since this statutory subsection was not enacted until 1996.

Therefore, Floridian's sixth exception is denied.

CONCLUSION

The case law of Florida holds that parties to formal administrative proceedings must alert reviewing agencies to any perceived defects in DOAH hearing procedures or in the findings of fact of ALJs by filing exceptions to DOAH recommended orders. See Couch v. Commission on Ethics, 617 So.2d 1119, 1124 (Fla. 5th DCA 1993); Florida Dept. of Corrections v. Bradley, 510 So.2d 1122, 1124 (Fla. 1st DCA 1987). Having filed no exceptions to certain findings of fact the party "has thereby expressed its agreement with, or at least waived any objection to, those findings of fact." Environmental Coalition of Florida, Inc. v. Broward County, 586 So.2d 1212, 1213 (Fla. 1st DCA 1991). The ALJ's RO found that the Petitioner Floridian did not satisfy its burden of proof under Section 120.57(3)(f), Florida Statutes.

Based on the standard of proof under Section 120.57(1)(j), Florida Statutes, the ALJ's findings of fact shall be based upon a preponderance of the evidence, and exclusively on the evidence of record and on matters officially recognized. § 120.57(1)(j), Fla. Stat. (2008). Florida case law also holds that none of the ALJ's

findings of fact are subject to being rejected or modified in this Final Order based on lack of competent substantial evidence because I am unable to "review the entire record" as required by Section 120.57(1)(l), Florida Statutes. See Booker Creek Preservation, Inc., v. Dept. of Environmental Regulation, 415 So.2d 750 (Fla. 1st DCA 1982) (concluding that a party filing exceptions to findings of fact in a recommended order has the responsibility to pay for and furnish a copy of the transcript of the DOAH proceeding to the reviewing agency) and Pope v. Ray, 2004 WL 1211594, DOAH Case No. 03-3981 (Fla. Dept. Env. Prot. 2004).

Based on the underlying findings of the ALJ adopted in this Final Order, I concur with his ultimate conclusion that Floridian did not meet its burden to show that by accepting all the bid bonds from the bidders, and then posting the award in favor of Withers, that the Department violated its governing statutes, rules, policies or the solicitation specifications. In addition I concur with the ALJ's conclusion that even if a violation had occurred, Floridian did not meet its burden to show that the action of accepting all bid bonds and not disqualifying all bidders, other than Floridian, was clearly erroneous, contrary to competition, arbitrary or capricious.

It is therefore ORDERED:

A. The Recommended Order (Exhibit A) is adopted in its entirety and incorporated by reference herein.

B. Petitioner Floridian Construction & Development Company, Inc.'s protest (petition) is dismissed.

Any party to this proceeding has the right to seek judicial review of the Final Order pursuant to Section 120.68, Florida Statutes, by the filing of a Notice of Appeal

pursuant to Rules 9.110 and 9.190, Florida Rules of Appellate Procedure, with the clerk of the Department in the Office of General Counsel, 3900 Commonwealth Boulevard, M.S. 35, Tallahassee, Florida 32399-3000; and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate District Court of Appeal. The Notice of Appeal must be filed within 30 days from the date this Final Order is filed with the clerk of the Department.

DONE AND ORDERED this 1st day of June, 2009, in Tallahassee, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION

MICHAEL W. SOLE
Secretary

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

FILED ON THIS DATE PURSUANT TO § 120.52, FLORIDA STATUTES, WITH THE DESIGNATED DEPARTMENT CLERK, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED.

Deputy CLERK 6/1/09 DATE

CERTIFICATE OF SERVICE

I CERTIFY that a copy of the foregoing Final Order has been sent by United States Postal Service to:

David M. Adelstein, Esquire
Kirwin Norris, P.A.
110 E. Broward Boulevard
Suite 1570
Ft. Lauderdale, FL 33301

by electronic filing to:

Division of Administrative Hearings
The DeSoto Building
1230 Apalachee Parkway
Tallahassee, FL 32399-1550

and by hand delivery to:

Reagan K. Russell, Esquire
Department of Environmental Protection
3900 Commonwealth Blvd., M.S. 35
Tallahassee, FL 32399-3000

this 1st day of June, 2009.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION

[signature] For:

FRANCINE M. FFOLKES
Administrative Law Counsel

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