

STATE OF FLORIDA  
DIVISION OF ADMINISTRATIVE HEARINGS

COMMERCIAL INDUSTRIAL )  
CORPORATION, )  
 )  
Petitioner, )  
 )  
vs. ) Case No. 12-2870BID  
 )  
DEPARTMENT OF TRANSPORTATION, )  
 )  
Respondent. )  
\_\_\_\_\_ )

RECOMMENDED ORDER

Pursuant to notice, the final hearing was held in this case on September 28, 2012, in Tallahassee, Florida, before Administrative Law Judge Elizabeth W. McArthur of the Division of Administrative Hearings.

APPEARANCES

For Petitioner: Commercial Industrial Corporation, pro se,  
by its designated representative,  
Jay T. Blankenfeld, Vice-President  
11810 Northwest 115th Avenue  
Reddick, Florida 32686

For Respondent: C. Denise Johnson, Esquire  
Department of Transportation  
Haydon Burns Building, Mail Station 58  
605 Suwannee Street  
Tallahassee, Florida 32399

STATEMENT OF THE ISSUE

The issue in this case is whether Respondent's intended decision to award a contract, challenged by Petitioner, is

contrary to Respondent's governing statutes, rules, policies, or the proposal specifications.

PRELIMINARY STATEMENT

The Department of Transportation (Department or Respondent) issued a request for proposals (RFP) for a "low bid design-build" project for the Daytona Avenue bridge replacement in Volusia County, designated as procurement contract no. E5R63 (the Project). On July 2, 2012, the Department posted notice of its intended decision to award a contract for the Project to Gregori Construction & Engineering, Inc (Gregori). A competing proposal submitted by Commercial Industrial Corporation (Commercial or Petitioner) was declared non-responsive.

On July 3, 2012, Commercial timely filed a notice of protest pursuant to section 120.57(3), Florida Statutes (2012).<sup>1/</sup> On July 10, 2012, Commercial timely filed a formal written protest, specifying the reasons for its challenge to the Department's decisions. Commercial protested the decision to declare its proposal non-responsive due to non-compliance with certain pre-qualification requirements, because Commercial asserted that this was a "minor informality" that the Department could have waived. Commercial also protested the contract award to Gregori. Commercial contended that the proposals of Gregori and a third bidder should have been deemed non-responsive because the prices

bid by these two bidders were higher than the "advertised not to exceed budget amount."

Following an unsuccessful attempted resolution meeting pursuant to section 120.57(3)(d)1., the Department referred Commercial's protest to the Division of Administrative Hearings. The final hearing was scheduled, and an Order of Pre-Hearing Instructions was entered to establish expedited pre-hearing procedures, including shortened discovery deadlines, necessitated by the accelerated statutory time-frames for bid protest proceedings.

The Department served interrogatories and requests for admissions on Commercial. Pursuant to the expedited discovery schedule, Commercial was required to serve its responses and objections by delivery to the Department no later than September 19, 2012. This deadline was not met. The Department notified Commercial that its discovery responses were past due and allowed Commercial until noon on September 21, 2012, to respond. Commercial served answers to the Department's interrogatories by the extended deadline; however, Commercial did not serve written responses or objections to the requests for admissions.

On September 24, 2012, the Department filed a motion to deem admitted the matters on which admissions were requested. A telephonic motion hearing was conducted. Commercial was self-

represented by its designated corporate representative, Jay T. Blankenfeld, vice-president. Mr. Blankenfeld acknowledged that Commercial had received the requests for admissions. Although he apologized for not responding by the due date or by the extended due date, he offered no excuse to justify that omission. By Order entered September 25, 2012, the Department's motion was granted, and the 19 paragraphs on which admissions were requested were deemed admitted for purposes of this proceeding.<sup>2/</sup>

The parties filed a joint pre-hearing stipulation on September 27, 2012, in which they stipulated that the 19 paragraphs in the Department's requests for admissions were "admitted facts." These admitted facts are incorporated in the findings of fact below. Notwithstanding the admitted facts, Commercial stated as its position that it considers its failure to meet the pre-qualification requirements to be a "minor informality," considering the experience of the person who was not pre-qualified. Commercial also reiterated its position that the other two bidders should have been disqualified for their prices "exceeding the maximum budget amount." In addition, Commercial asserted a new position, contending that Gregori's proposal should have been disqualified for another reason besides the price. The Department objected to Commercial's attempt to inject a new issue, not pled in the formal written protest.

At the outset of the final hearing, Commercial withdrew the new position it had attempted to raise in the joint pre-hearing stipulation. The parties offered Joint Exhibits 1 and 2, which were admitted in evidence. Petitioner presented the testimony of Mr. Blankenfeld, who was allowed to testify in narrative form. Petitioner also was permitted to present testimony of the Department's representative, Alan Hyman, P.E., director of Transportation Operations for the Department's District 5. Petitioner was permitted to offer Respondent's Exhibits 2 and 6A through 6E,<sup>3/</sup> which were admitted in evidence.

Respondent presented the testimony of Mr. Hyman and Michelle Sloan, procurement services managers for District 5. Respondent did not offer any additional exhibits besides the two joint exhibits and the two Respondent's Exhibits that were offered by Petitioner and admitted.

The evidentiary record was closed at the end of the final hearing. The one-volume Transcript of the final hearing was filed on October 23, 2012. The parties timely filed their Proposed Recommended Orders (PROs) by the deadline of November 2, 2012. To the extent the PROs are based on the evidentiary record made at the final hearing, they have been considered in the preparation of this Recommended Order.<sup>4/</sup>

## FINDINGS OF FACT

### Admitted Facts Per Joint Pre-Hearing Stipulation

1. The Department advertised for proposals and bids for the Project under procurement contract number E5R63.
2. Commercial was a bidder on the Department's contract E5R63 for the Project.
3. Commercial reviewed the Department's advertisement for proposals and bids for the Project.
4. The Project consists of replacing the existing Daytona Avenue Bridge (Bridge No.: 795502).
5. The Project was advertised as a low bid design-build Project.
6. Commercial did not file a challenge to the specifications for the Project.
7. The advertisement for the Project included pre-qualification requirements for design professionals and pre-qualification work class requirements for the contractor.
8. The advertisement for the Project included requirements for design professional services 8.1 and 8.2, Florida Administrative Code Rule Chapter 14-75.<sup>5/</sup>
9. The bids and technical proposals for the Project were due at the Department's District 5 offices by no later than 2:30 p.m., on June 18, 2012.

10. Commercial submitted a technical proposal for the Project in response to the advertisement for procurement E5R63.

11. Commercial submitted a bid price for procurement E5R63.

12. The technical proposal submitted by Commercial for procurement E5R63 did not contain a firm or individual pre-qualified by the Department to perform work types 8.1 and 8.2.

13. District 5 representatives contacted Commercial and sought to clarify who had been identified in Commercial's technical proposal to meet the pre-qualification requirements for work types 8.1 and 8.2.

14. Andrus Gaudet was identified in response to the inquiry regarding who would satisfy work type 8.1 and 8.2 pre-qualification requirements.

15. As of June 18, 2012, Andrus Gaudet had not been pre-qualified by the Department in work types 8.1 and 8.2 under rule chapter 14-75.

16. The Department determined that Commercial was non-responsive based on its failure to include a firm or an individual possessing the pre-qualification requirements in work types 8.1 and 8.2 as advertised in the procurement solicitation.

17. The advertisement states on page one that "all qualification requirements must be met prior to the Response Deadline."

18. The Department sent a letter to Commercial that informs all responding firms that in order to be considered for the award, the team must be pre-qualified in the areas in the advertisement.

19. Commercial could not be considered for award of this contract since it did not comply with the pre-qualification requirements.

Additional Findings of Fact

20. The Department's advertisement summarized the key terms for the Project, which included the following:

NOT TO EXCEED BUDGET AMOUNT OR MAXIMUM  
BUDGET AMOUNT OR BUDGET AMOUNT\*: \$798,000

\* Actual commitment and final execution of this contract is contingent upon an approved legislative budget and availability of funds

ESTIMATED CONTRACT TIME: 300 Contract Days

SELECTION PROCEDURE: Low Bid Design-Build

RESPONSE REQUESTED: Fax Order Form

STIPEND AMOUNT: No Stipend

PREQUALIFICATION REQUIREMENTS:

1) CONTRACTOR-WORK CLASS REQUIREMENTS

Minor Bridges

2) DESIGN-PROFESSIONAL SERVICES WORK TYPE  
REQUIREMENTS

Major: 4.1.2-Minor Bridge Design



Minor: 3.1--Minor Highway Design  
4.1.1--Miscellaneous Structure  
7.1--Signing, Pavement Marking  
and Channelization  
8.1--Control Surveying  
8.2--Design, Right of Way, and  
Construction Surveying  
9.1--Soil Exploration  
  
9.2--Geotechnical Classification  
Lab Testing  
9.3--Highway Materials Testing  
9.4.1--Standard Foundation  
Studies

TECHNICAL QUESTIONS SHOULD BE ADDRESSED TO:  
[http://www2.dot.state.fl.us/construction/bid  
questionmain.asp](http://www2.dot.state.fl.us/construction/bidquestionmain.asp).

21. The selection procedure for a low bid design-build project is that the Department's technical review committee starts with the lowest price bidder and reviews that bidder's technical proposal to determine if it meets the technical requirements or if it is non-responsive. If the lowest bidder's technical proposal is deemed non-responsive, the technical review committee proceeds to review the technical proposal of the next lowest bidder. The technical proposals of other bidders are not reviewed at all for responsiveness unless and until the committee deems the lowest bidder's proposal non-responsive. The technical review committee prepares its recommendations as to the responsiveness of the proposals reviewed and identifies which bidder, if any, should be deemed the lowest responsive bidder. The technical review committee recommendations are then submitted

to the selection committee, which makes the final decision that is posted as the Department's intended decision.

22. Commercial submitted the lowest bid for the Project in the amount of \$780,000. Therefore, the technical review committee began with a review of Commercial's technical proposal. After that review, the technical review committee made the following recommendation:

The Technical submitted by [Commercial] was reviewed and is recommended as non-responsive. [Commercial] did not identify how the advertised prequalification requirement on 8.1--Control Surveying and 8.2--Design, Right of Way, and Construction Surveying would be met within their Technical.

23. The technical review committee proceeded to the next lowest bidder, Gregori, with a bid price of \$817,500. Gregori's technical proposal was reviewed and found to meet the technical requirements for the Project. The technical review committee recommended that Gregori be deemed the lowest responsive bidder.

24. The decision to award the contract to Gregori was made by the selection committee, which agreed with the technical review committee's recommendations. Before making that decision, the selection committee considered whether Gregori's bid price was reasonable. The selection committee made the judgment that Gregori's bid price, which exceeded the engineer's

estimate used to establish the budget amount by a relatively small percentage, was reasonable.

25. Funds for contracts must be provided for in the Work Program. When an RFP is issued, the Department sets aside funds in the Work Program in the estimated budget amount. Therefore, in order for the selection committee to award a contract for a bid price that exceeds the estimated budget amount, the selection committee must get approval to fund the excess amount in the Work Program. In this case, the selection committee obtained approval to add \$20,500--the amount by which Gregori's bid price exceeded the advertised budget amount--to the Work Program.

26. Commercial did not contend or attempt to prove that Gregori's bid price was unreasonable. Instead, Commercial's challenge to the intended contract award was that the Department was required to reject the bid as non-responsive, because the bid price exceeded what Commercial referred to as the "advertised not to exceed budget amount." Thus, Commercial's challenge hinges on its characterization of the advertisement as specifying a "not to exceed budget amount." However, the actual language in the advertisement was: "NOT TO EXCEED BUDGET AMOUNT OR MAXIMUM AMOUNT OR BUDGET AMOUNT\*: \$798,000." Commercial was unable to point to any statute, rule, or RFP specification that narrowed the quoted language or that required the Department to

deem a proposal non-responsive solely because the bid price is higher than the advertised budget amount. Without more, the dollar amount identified in the advertisement cannot be considered a "not to exceed budget amount." Instead, the amount was either a "not to exceed budget amount," or a "maximum amount," or simply a "budget amount."

27. Commercial unsuccessfully attempted to prove that the Department's prior practice was to declare non-responsive any bids over the advertised budget amounts. To support its position, Commercial relied on the Department's prior practice in connection with an earlier solicitation for the same bridge replacement project, designated contract no. E5R48 (project E5R48), which resulted in a Department decision to reject all bids and re-advertise.

28. The evidence established that the advertisement for project E5R48 set forth a "NOT TO EXCEED BUDGET AMOUNT OR MAXIMUM BUDGET AMOUNT OR BUDGET AMOUNT" of \$650,000. The advertisement specified the same "PREQUALIFICATION REQUIREMENTS" in the same work type categories as did the advertisement for the Project at issue here.

29. Potential bidders were given the opportunity to review the RFP and submit questions to the Department. The questions and answers were posted. One question/answer provided as follows:

[Question:] The advertisement makes mention of a Maximum Budget for the project. The RFP is silent as to a Maximum Allowable Bid for the project. Is the budget estimate provided in the Advertisement a maximum bid price and will our bid be non-responsive if it is over that amount?

[Answer:] No.

30. Technical proposals and bids were submitted by two bidders in response to the solicitation for project E5R48. Following the same selection procedure as for the Project at issue in this case, the technical review committee first reviewed the technical proposal of the bidder with the lower bid, which was in the amount of \$798,000. The technical review committee recommended as follows regarding the lower bidder:

The Technical submitted by United Infrastructure Group was reviewed and is recommended as non-responsive. United Infrastructure Group did not identify how the advertised prequalification requirement on 9.3--Highway Materials Testing would be met within their Technical.

31. The technical review committee for project E5R48 did not also recommend that the United Infrastructure Group's proposal be declared non-responsive for the additional reason that its bid of \$798,000 exceeded the advertised budget amount of \$650,000.

32. The technical review committee for project E5R48 then considered the other bidder's proposal, with a bid price of \$1,100,000. However, it did not proceed to review that bidder's

technical proposal for compliance with technical requirements,  
for the following reason:

The Technical submitted by Superior Construction Company has not been reviewed. The bid submitted by Superior Construction Company is 69% over the Department's advertised Budget Amount.

The Technical Review Committee recommends rejecting all bids and re-advertising this project.

33. The selection committee for project E5R48 agreed with the technical review committee's recommendations and made the decision to reject all bids and re-advertise. The Department's representative at the final hearing, who served on the selection committees for both bid solicitation rounds for the Daytona Avenue bridge replacement project, confirmed that the selection committee's decision to reject all bids for project E5R48 was not based on a determination that the two bids were "non-responsive" because the bid prices were higher than the advertised budget amount. Instead, the lower bidder for project E5R48 was deemed non-responsive for the same reason that Commercial was deemed non-responsive in this case (non-compliance with all pre-qualification requirements as of the response due date); and the only other bidder proposed a price that was found to be unreasonably high.

34. The Department has the discretion to award contracts when the amounts bid are higher than the advertised budget

amounts, absent an RFP specification to the contrary. In deciding whether to exercise that discretion, one factor the Department considers is the magnitude by which the bid price exceeds the advertised budget amount. For project E5R48, after the low bidder was found non-responsive, the only other bid was so much higher than the advertised budget that the Department reasonably exercised its discretion to reject all bids and re-advertise.

35. When bids come in much higher than estimated for a project, the Department will go back to review the engineer's estimate from which the budgeted amount was derived to determine if something needs to be changed in a re-advertisement, such as clarification of the project terms, increase in the budget amount, or both. In this case, the Department clarified the Project terms and increased its budget amount in the re-advertisement of the Project (but not nearly to the level of the very high bid that the Department refused to consider).

36. The Department's exercise of discretion in the prior solicitation round to not consider a bid exceeding the budgeted amount by 69 percent does not dictate that the Department reject Gregori's bid as non-responsive. Instead, the Department's prior practice was shown to be entirely consistent with the Department's exercise of discretion in this case to consider

Gregori's bid that was only three percent higher than the advertised budget amount.

37. Petitioner failed to prove any Department's prior practice of rejecting bids as non-responsive when they exceed the advertised budget amount. The evidence showed otherwise.

38. The evidence regarding project E5R48 also demonstrated that the Department's prior practice has been to reject proposals as non-responsive for failure to meet the advertised pre-qualification requirements as of the response submission deadline. That prior practice is consistent with the Department's decision to deem Commercial's proposal non-responsive because the proposal failed to satisfy all of the advertised pre-qualification requirements as of the response submission deadline of June 18, 2012.

#### CONCLUSIONS OF LAW

39. The Division of Administrative Hearings has jurisdiction over the parties and the subject matter of this proceeding. §§ 120.569 and 120.57(3), Fla. Stat.

40. Commercial's protest to the Department's proposed contract award is governed by section 120.57(3)(f), which provides as follows:

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.

41. The court in Colbert v. Department of Health, 890 So. 2d 1165, 1166 (Fla. 1st DCA 2004), defined the clearly erroneous standard to mean that "the interpretation will be upheld if the agency's construction falls within the permissible range of interpretations. If however, the agency's interpretation conflicts with the plain and ordinary intent of the law, judicial deference need not be given to it." (Citations omitted.)

42. An agency action is "contrary to competition" if it unreasonably interferes with the purposes of competitive procurement, which has been described in Wester v. Belote, 138 So. 721, 723-724 (Fla. 1931), as protecting the public against collusive contracts and to secure fair competition upon equal terms to all bidders.

43. A capricious action has been defined as an action, "which is taken without thought or reason or irrationally." Agrico Chemical Co. v. Dep't of Env'tl. Reg., 365 So. 2d 759, 763 (Fla. 1st DCA 1978), cert. denied, 376 So. 2d 74 (Fla. 1979).

"An arbitrary decision is one that is not supported by facts or logic[.]" Id. The inquiry to be made in determining whether an agency has acted in an arbitrary or capricious manner involves consideration of "whether the agency: (1) has considered all relevant factors; (2) has given actual, good faith consideration to those factors; and (3) has used reason rather than whim to progress from consideration of these factors to its final decision." Adam Smith Enterprises v. Dep't of Env'tl. Reg., 553 So. 2d 1260, 1273 (Fla. 1st DCA 1989). The standard has also been formulated by the court in Dravo Basic Materials Co. v. Dep't of Transp., 602 So. 2d 632, 634 n.3 (Fla. 2d DCA 1992), as follows: "If an administrative decision is justifiable under any analysis that a reasonable person would use to reach a decision of similar importance, it would seem that the decision is neither arbitrary nor capricious."

44. Although competitive-procurement protest proceedings are described in section 120.57(3)(f) as de novo, courts acknowledge that a different kind of de novo is contemplated than for other substantial-interest proceedings under section 120.57. Competitive-procurement protest hearings are a "form of intra-agency review[,]" in which the object is to evaluate the action taken by the agency. State Contracting and Eng'g Corp. v. Dep't of Transp., 709 So. 2d 607, 609 (Fla. 1st DCA 1998).

45. Applying these standards to this case, Commercial has failed to meet its burden of proving that the Department's intended contract award to Gregori is clearly erroneous, arbitrary, capricious, or contrary to competition. Commercial failed to demonstrate that the Department's intended contract award to Gregori is contrary to any statute, rule, policy, or RFP specification.

46. Commercial's protest hinges on its erroneous characterization of the Department's advertisement for the Project as stating a "not to exceed budget amount." Instead, as found above, the advertisement set forth an amount that was described in the alternative as either a "not to exceed budget amount," or a "maximum amount," or simply a "budget amount."

47. Commercial argued that the Department had to treat the budget amount in this RFP the same way it treated the budget amount in the prior RFP issued for this same project for which the Department decided not to award a contract. Commercial's argument is the death knell to its protest. In the course of that prior solicitation, the Department made clear in responding to questions by the bidders that the advertised budget amount was not a maximum amount and that bids exceeding the budgeted amount would not be disqualified as non-responsive.

48. The Department's witnesses reasonably explained that while a proposed price exceeding the budgeted amount is not

automatically deemed non-responsive, the Department may conclude that the degree to which the budgeted amount is exceeded is so high that the Department is unwilling to award the contract. That is what happened in the prior solicitation round for this Project: the only responsive bidder proposed a price that was nearly twice as much as the budgeted amount.

49. Contrary to Commercial's argument, the Department's decision challenged here is entirely consistent with its actions in connection with the prior RFP. Just as the Department responded to a bidder's question then, the fact that Gregori's bid price was higher than the budgeted amount did not mean that Gregori's bid was non-responsive. Instead, it only meant that the Department would take a closer look at the proposal compared to its own budget estimate to determine whether the higher price was reasonable. The Department reasonably exercised its discretion to determine that Gregori's bid was reasonable, even though it was higher than the budget amount. Commercial presented no evidence to suggest that the Department's exercise of discretion was arbitrary, capricious, clearly erroneous, or contrary to competition. Instead, Commercial's sole contention was that the advertised amount had to be treated as a "not to exceed" or "maximum" bid amount. This argument is rejected.

50. Commercial admitted that its lower bid could not be considered because Commercial failed to meet the advertised

pre-qualification requirements in two work-type categories by the response due date of June 18, 2012. Commercial was on notice that pre-qualification was required in all advertised work categories by the response due date. The RFP specifications confirmed that "[p]roposers are required to be pre-qualified in all work types required for the project." Commercial did not challenge this RFP requirement and, thus, cannot challenge the pre-qualification mandate now. See § 120.57(3)(b) ("With respect to a protest of the terms, conditions, and specifications contained in a solicitation, . . . the notice of protest shall be filed in writing within 72 hours after the posting of the solicitation."); accord RFP Protest Rights ("any person who is adversely affected by the specifications contained in this [RFP] must file a notice of intent to protest in writing within seventy-two hours of the receipt of this [RFP].").

51. The Department's determination that Commercial's bid was non-responsive due to its failure to meet the pre-qualification requirements in all advertised work categories was not shown to be contrary to any statute, rule, policy, or RFP specification, nor was it shown to be clearly erroneous, arbitrary, capricious, or contrary to competition.

52. The Department's determination that Commercial's bid was non-responsive was shown to be consistent with the Department's prior practice. In the prior solicitation round for

the Daytona Avenue bridge replacement, project E5R48, the Department determined that another bidder's bid was non-responsive for the same reason that Commercial's bid was deemed non-responsive in this case: failure to meet pre-qualification requirements in all advertised work categories.

RECOMMENDATION

Based on the foregoing Findings of Fact and Conclusions of Law, it is RECOMMENDED that a final order be entered by Respondent, Department of Transportation, dismissing the formal protest of Petitioner, Commercial Industrial Corporation.

DONE AND ENTERED this 20th day of November, 2012, in Tallahassee, Leon County, Florida.



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ELIZABETH W. MCARTHUR  
Administrative Law Judge  
Division of Administrative Hearings  
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Filed with the Clerk of the  
Division of Administrative Hearings  
this 20th day of November, 2012.

ENDNOTES

<sup>1/</sup> All statutory references are to the Florida Statutes (2012).

<sup>2/</sup> Instead of offering a reason for not timely responding to the requests for admissions, Mr. Blankenfeld said that Commercial had no problem with the 19 paragraphs on which admissions were requested. As explained to Mr. Blankenfeld, these admissions included the ultimate fact in paragraph 19 that "Commercial could not be considered for award of this contract since it did not comply with the pre-qualification requirements." However, the admissions did not cover the subject of Commercial's separate argument that the other two bidders' proposals should have been deemed non-responsive based on prices exceeding the alleged "not to exceed budget amount." Therefore, the undersigned explained that Commercial would be permitted to present evidence at the final hearing regarding this part of its challenge, which was not resolved by the admissions.

<sup>3/</sup> The Transcript's exhibit index identifies Exhibits 2 and 6 as Petitioner's exhibits. While these exhibits were offered by Petitioner, they were marked and received as Respondent's exhibits.

<sup>4/</sup> Petitioner's PRO improperly proposed a finding of fact that was based on an attached document. The document attached to Petitioner's PRO was not offered in evidence at the final hearing and, indeed, was not even in existence as of the final hearing. As made clear at the conclusion of the hearing, the evidentiary record was closed, and the undersigned would only consider proposed findings of fact that had evidentiary support in the record. See § 120.57(1)(j), Fla. Stat. ("Findings of fact . . . shall be based exclusively on the evidence of record[.]"). Therefore, the document attached to Petitioner's PRO has not been considered and cannot be the basis for any Finding of Fact.

<sup>5/</sup> Rule chapter 14-75 is entitled, "Qualification, Selection, and Performance Evaluation Requirements for Professional Consultants to Perform Work for [the Department]." The work-type categories are codified in rule 14-75.003.

COPIES FURNISHED:

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NOTICE OF RIGHT TO SUBMIT EXCEPTIONS

All parties have the right to submit written exceptions within 10 days from the date of this Recommended Order. Any exceptions to this Recommended Order should be filed with the agency that will issue the Final Order in this case.