

Memorandum



Date: October 6, 2026

To: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor

A handwritten signature in blue ink that reads "Daniella Levine Cava".

Agenda Item No. 8(O)(2)

Subject: Resolution Ratifying the Rejection of all Bids for Construction Contract No. W-20136 -
Miami Springs Wellfield Rehabilitation Wellhouses MS-01 thru MS-11, and MS-13 thru
MS-23

Executive Summary

This item seeks ratification from the Board of County Commissioners (the Board) of action taken by the County Mayor or County Mayor's designee to reject all bids received in response to a competitive solicitation that was issued on April 10, 2025 for Contract No. W-20136 (the Contract), *Miami Springs Wellfield Rehabilitation Wellhouses MS-01 thru MS-11, and MS-13 thru MS-23* (the Project) for the Miami-Dade Water and Sewer Department (WASD or the Department).

Two (2) bids were received in response to the solicitation. Following the opening and evaluation of the bids, an award recommendation was issued to the lowest responsive and responsible bidder. Subsequently, the second-lowest bidder filed a protest challenging the recommended award. Prior to resolution of the protest, the award recommendation was rescinded, thereby eliminating the basis for the protest. Thereafter, WASD requested that the Miami-Dade County Office of the Inspector General (OIG) investigate the procurement process for the Project.

Upon receipt and review of the OIG's findings, WASD reevaluated the Project within the context of the Department's overall capital program and current fiscal constraints. As part of this reassessment, WASD reviewed and re-prioritized capital investments. This review was conducted, in part, due to the significant investment required to implement the Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS) Rule Compliance Plan, which was not in effect when the Project was initiated, as well as other regulatory and critical operational requirements. Based on this reassessment, WASD determined that the Project is not currently among the Department's highest-priority capital investments and concluded that rejecting all bids and canceling the solicitation was in the best interest of the County. Accordingly, all bids were rejected, and the procurement was canceled on March 11, 2026.

Recommendation

It is recommended that the Board ratify the action of the County Mayor or County Mayor's designee rejecting all bids for Contract No. W-20136.

Scope

The Project was to be performed at the Miami Springs Wellfield MS-01 thru MS-11, and MS-13 thru MS-23, located in Commission District 6, which is represented by Commissioner Natalie Milian Orbis.

Delegation of Authority

The authority of the County Mayor or the County Mayor's designee to reject all bids for the Contract is consistent with the authorities granted under the Code of Miami-Dade County. Specifically, the bids received were rejected pursuant to Section 2-8.2.12 of the Miami-Dade County Code (WASD's Acceleration Ordinance), which delegates authority to the County Mayor or County Mayor's designee to reject certain bids subject to ratification by the Board. This item approves the rejection of the bids for Contract No. W-20136.

Fiscal Impact / Funding Source

There is no fiscal impact to the County associated with the rejection of all bids.

Track Record/Monitoring

WASD's Chief Financial Officer, Frances G. Morris, will oversee the implementation of the rejection of all bids for this Project.

Background

On September 3, 2014, the Board approved Ordinance No. 14-77 authorizing the County Mayor or County Mayor's designee to award contracts for funded capital projects and related goods and services, to reject bids and proposals received in connection with any competitive procurement, and to accelerate the approval of WASD's: (1) Consent Decree projects, and (2) projects identified in WASD's Multi-Year Capital Plan's Capital Improvement Program without the need for prior Board approval but subject to ratification by the Board.

On May 29, 2025, WASD received and opened two (2) bids in response to the April 10, 2025, advertisement for an open competitive solicitation for the Contract.

Company Name	Base Bid	Total Bid*
Comtech Engineering, Inc.	\$36,987,990.00	\$45,996,188.50
Poole & Kent Company of Florida	\$38,886,000.00	\$47,401,180.00

**Total bid includes contingency & dedicated allowances*

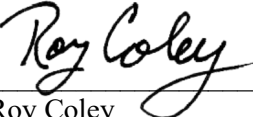
On July 21, 2025, WASD awarded the Project to Comtech Engineering, Inc. (Comtech). On July 24, 2025, Poole & Kent Company of Florida protested the Award to Comtech. On August 22, 2025, WASD rescinded the award to Comtech, thereby eliminating the basis for the protest. On September 2, 2025, WASD requested that the OIG investigate the Project bidding. On February 20, 2026, the OIG provided its report of investigation, attached as Exhibit B.

After receiving the OIG report, WASD reevaluated the Project within the context of WASD's overall capital program and current fiscal constraints. Following this assessment, WASD determined that the Project was not essential to achieving the Department's most critical regulatory or operational objectives and that the funding allocated to the Project could be more effectively directed toward higher-priority infrastructure investments that directly support regulatory compliance, system reliability, and ongoing operations. As a result, WASD concluded that rejecting all bids and canceling the solicitation was in the best interest of the County. Accordingly, all bids were rejected, and the procurement was cancelled on March 11, 2026.

WASD remains committed to responsible fiscal stewardship and ensuring that limited resources are allocated to projects that provide the greatest benefit to regulatory compliance, system reliability, and the long-term needs of the community.

Attached as Exhibit A is the Request to Reject All Bids for Contract No. W-20136.

Attachments



Roy Coley
Deputy Mayor

Memorandum



Date: March 11, 2026

To: Jay J. Fink, P.E.
Director
Water and Sewer Department

From: Marisela Aranguiz-Cueto, P.E.,
Deputy Director of Planning, Regulatory Compliance, and Capital Infrastructure
Water and Sewer Department

Subject: Request to Reject all Bids Contract No. W-20136, Miami Springs Wellfield Rehabilitation Wellhouses MS-01 thru MS-11, and MS-13 thru MS-23

RECOMMENDATION:

Pursuant to the Miami-Dade Water and Sewer Department (WASD) Consent Decree and Capital Improvement Programs Acceleration Ordinance, Section 2-8.2.12 of the Code of Miami-Dade County, it is recommended that the County Mayor or County Mayor's designee approve this recommendation to reject all bids received by WASD in response to the April 10, 2025 solicitation for Contract No. W-20136.

DELEGATION OF AUTHORITY:

The County Mayor or County Mayor's designee is authorized to reject bids pursuant to the provisions of Section 2-8.2.12 (4)(b) of the Code of Miami-Dade County.

PROJECT NAME:

W-20136, Miami Springs Wellfield Rehabilitation Wellhouses MS-01 thru MS-11, and MS-13 thru MS-23.

PROJECT DESCRIPTION:

The Miami Springs Wellfield consists of 24 wells that serve as one of the primary sources of raw water for both Hialeah and Preston Water Treatment Plants. To maintain the wellfield in proper working order and address aging infrastructure needs, WASD established a project to rehabilitate the 24 wells including: mechanical, electrical, and structural components. Two (2) wells are being rehabilitated under a separate contract. W-20136 will rehabilitate the remaining 22 wells. The project period is 1,338 calendar days to Substantial Completion and an additional 120 calendar days to Final Completion, with a 146-day contingency allowance.

PROJECT LOCATION:

This project impacts District 6, which is represented by Commissioner Natalie Milian Orbis.

FISCAL IMPACT / FUNDING SOURCE:

There is no fiscal impact to the County for the rejection of bids.

TRACK RECORD / MONITOR/ SBD HISTORY OF VIOLATIONS:

Due diligence was conducted by WASD on the bids. There was no review by the Strategic Procurement Department's Small Business Division.

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EXPLANATION:

On May 29, 2025, WASD received and opened two (2) bids in response to the April 10, 2025, advertisement for an open competitive solicitation for the Contract.

Company Name	Base Bid	Total Bid*
Comtech Engineering, Inc.	\$36,987,990.00	\$45,996,188.50
Poole & Kent Company of Florida	\$38,886,000.00	\$47,401,180.00

*Total bid includes contingency & dedicated allowances

On July 21, 2025, WASD awarded the project to Comtech Engineering, Inc. (Comtech). On July 24, 2025, Poole & Kent Company of Florida protested the Award to Comtech. On August 22, 2025, WASD rescinded the award to Comtech, mooted the protest. On September 2, 2025, WASD requested that the Miami-Dade Office of the Inspector General (OIG) investigate the project bidding. On February 20, 2026, the OIG provided its report of investigation.

After receiving the OIG report, WASD evaluated Department capital priorities and determined that W-20136 is no longer required for regulatory compliance purposes and that it is in the best interest of the County to reject all bids and cancel the procurement.



Jay J. Fink, WASD Director
on behalf of Mayor Daniella Levine Cava

3/19/26
DATE

Exhibit B



Miami-Dade County
OFFICE OF THE INSPECTOR GENERAL
Felix Jimenez, Inspector General
Accredited by the State of Florida Commission on Law Enforcement



February 20, 2026

Mr. Jose Sierra, Comtech Engineering
c/o Diana C. Mendez
Bilzin Sumberg Baena Price & Axelrod LLP
1450 Brickell Avenue, 23rd Floor
Miami, Florida 33131

Via Electronic Mail to dmendez@bilzin.com.

Re: OIG Preliminary Inquiry Closure, *Potential Bidder Misconduct in Solicitation of WASD Project W-20136*, Ref. IG25-0317-C

Dear Mr. Sierra:

The Office of the Inspector General (OIG) is closing the above-referenced inquiry. Enclosed is the final Preliminary Inquiry Closure report.

Sincerely,

Felix Jimenez
Inspector General

Enclosure



PRELIMINARY INQUIRY CLOSURE

COMPLAINT Re: Potential Bidder Misconduct in Solicitation of WASD Project

COMPLAINT No: IG25-0317-C

The Miami-Dade County Office of the Inspector General (OIG) initiated an inquiry predicated on information alleging potential bidder misconduct in the solicitation for Miami-Dade Water and Sewer Department (WASD) project W-20136, Miami Springs Wellfield Rehabilitation Wellhouses MS-01 thru MS-11, and MS-13 thru MS-23 (the Project). On September 2, 2025, the OIG received an email from WASD requesting the OIG's independent review and factual determination of whether Comtech Engineering, Inc. (Comtech) or Poole & Kent Company Florida (Poole & Kent) acted improperly.

The OIG also received unsolicited correspondence from both Comtech and Poole & Kent. Poole & Kent asserted that Comtech submitted Benson Electric's (Benson's) experience and references¹ for the Project even though it knew Benson had no intention of performing the electrical work required. Comtech contended that Poole & Kent improperly interfered with Comtech's professional relationship with Benson to suppress competition.

As part of the inquiry, the OIG reviewed WASD's procurement files and requested email messages exchanged between the parties. The OIG also interviewed James Clark, President of Benson; David Strickland, Senior Vice President of Poole & Kent; and Jose Luis Sierra, President of Comtech.

BACKGROUND

On April 10, 2025, WASD advertised the Invitation to Bid (ITB) for Project No. W-20136, to rehabilitate the 22 wells that serve as one of the primary sources of raw water for both Hialeah and Preston Water Treatment Plants. The Project was to be awarded pursuant to Section 2-8.2.12 of the Code of Miami-Dade County related to WASD's Acceleration Ordinance. Two other wells at the site are being rehabilitated under a separate contract. The Engineer of Record (EOR) and Consultant for the Project is Black & Veatch Corporation.

There were five addendums to the Advertisement for Bids. On May 7, 2025, Addendum No. 3 was issued to clarify and/or modify the previously issued Bid Set Contract

¹ These may generally be referred to as qualifications throughout this report.

Documents and revised the Bid Due Date to May 22, 2025. On May 22, 2025, Addendum No. 5 revised the Bid Due Date to May 29, 2025, at 2:00 pm.

Between May 13, 2025, and May 29, 2025, Comtech sent and received several email communications with other contractors² evidencing their attempts to obtain electrical qualifications and proposals from several other companies. Benson Electric communicated with Comtech and expressed concerns about their potential participation. In an email dated May 16, 2025, James Clark, President of Benson Electric, emailed Jose Sierra of Comtech and advised that he would not bid on the Project.

WASD received two bids on May 29, 2025— from Comtech and Poole & Kent:

Company	Base Bid	Total Bid
Comtech Engineering, Inc.	\$36,987,990.00	\$45,996,188.50
Poole & Kent Company Florida	\$38,886,000.00	\$47,401,180.00

Comtech submitted the lowest bid. In paragraph 5 of its submitted Bidder Qualifications, Comtech noted: *The electrical work for this project will be subcontracted to Benson Electric. Included is a letter from Benson Electric which includes a list of their completed projects with references.* WASD received a Memorandum from the Office of Small Business Development (SBD) dated June 9, 2025, noting that both firms were compliant. A responsibility review of Comtech was held on June 11, 2025. The EOR performed an evaluation of Comtech's proposal and, in a letter dated June 12, 2025, recommended Comtech be awarded the Project.

WASD received a letter dated July 7, 2025, from Poole & Kent questioning Comtech's qualifications and noting that Benson did not bid on the Project and was not going to perform the work if Comtech was awarded the Project. The letter was forwarded to the EOR and others.

The Award Recommendation Memorandum for Contract No. W-20136 was filed on July 21, 2025, and recommended the contract be awarded to Comtech.

Poole & Kent filed a Bid Protest on July 28, 2025. On the same date, Mr. Clark of Benson emailed Comtech to advise that he did not realize that allowing Comtech to list Benson in its bid would mean that Benson would have to "work" the Project. Mr. Clark referenced that during the "bidding process," he told everyone that he was not bidding the Project. A protest hearing was scheduled for August 22, 2025.

² WASD was in possession of several emails between Comtech and representatives of Dade Electric (Hat Electric), and Statewide Electric & Environmental Solutions (SEES).

On August 18, 2025, Comtech sought approval from WASD to substitute Statewide Electric & Environmental Solutions (SEES)³ for Benson. WASD notified the EOR on August 21, 2025, that Benson would not be the electrical subcontractor for the Project and the substitution of SEES for Benson would not be permitted. On August 22, 2025, the EOR determined that Comtech's bid was not responsible. On the same date, WASD issued a formal notice to Comtech that it was rescinding its Recommendation to Award dated July 21, 2025, and the protest hearing was cancelled.

The EOR performed an evaluation of Poole & Kent's proposal and, in a letter dated September 5, 2025, recommended Poole & Kent be awarded the Project.

OIG PRELIMINARY INQUIRY

The OIG conducted a sworn, audio-recorded interview with Mr. Clark of Benson. Mr. Clark detailed the process with which contractors typically contact him for bids on projects and noted that most communication is done via email or by phone when Benson is sought as a subcontractor on a project. A prime contractor will usually send him the package, and he decides, after a review, if he will submit a bid. If he decides to bid on a project, he prepares a written proposal.

In addition to Comtech, several contractors reached out to Benson requesting a bid on the Project. Mr. Clark explained that he had worked on a similar project in Miami Springs in the past, was familiar with the work, and was not interested in doing the work. Mr. Clark sent an email to Poole & Kent on May 15, 2025, declining to participate in the Project. On May 16, 2025, via email, Mr. Clark—citing his experience with a previous project in Miami Springs—declined to submit a bid on this Project to Comtech as well.

After he initially declined to work the Project, Mr. Sierra of Comtech had a discussion with Mr. Clark. Mr. Sierra, in his sworn statement to the OIG, said that during that discussion, he spoke to Mr. Clark about Mr. Clark's concerns regarding the Project. According to Mr. Sierra, Mr. Clark told him, "I will help you on the job." Mr. Sierra did not document the discussion and was not provided with any written proposals or documents by Mr. Clark during his bid preparation. Mr. Sierra proceeded with his bid submission based on Mr. Clark's verbal commitment due to their extensive history of working together.⁴

Mr. Clark's recollection is that he knew Comtech was listing Benson. He agreed to permit Comtech to "list" Benson and stated "...at the time I said yeah you can list me I didn't see a problem with it." The OIG questioned why he would agree to be listed in Comtech's bid submission if he wasn't going to do the work. Mr. Clark replied, "I guess he [Mr. Sierra] thought it was going to help him out a little bit, you know as far as getting the job, but that's

³ Pursuant to the ITB and County Code 2-8.1, a successful bidder who is awarded the Contract shall not change or substitute first tier subcontractors ... in the listing submitted except upon written approval of the County.

⁴ Comtech's President surmised that Comtech has used Benson as its electrical subcontractor for WASD projects for the past five (5) years.

just an assumption on my part.” Mr. Clark said he agreed to be listed in Comtech’s bid submission because he was asked by Mr. Sierra to do so. He then stated that he didn’t really think about it very clearly as to what listing could turn out to be. Mr. Clark provided no records of the discussion. The OIG questioned Mr. Clark’s intent when permitting Benson to be listed in Comtech’s submittal; Mr. Clark assumed he would be listed alongside another subcontractor for the Project as Mr. Sierra told him he received pricing from other electrical subcontractors. Mr. Clark was adamant that he never agreed to be Comtech’s electrical subcontractor on the Project and never agreed to do the work although he agreed to be listed.

Mr. Clark also advised the OIG that he did not provide the letter Comtech submitted with its bid for the Project. (Exhibit 1). In fact, he said he did not give Comtech one piece of paper for the Project.⁵ Mr. Clark advised the OIG that he has never provided verbal proposals on projects.

Mr. Sierra acknowledged that Benson’s prior experience and reference letter was not prepared specifically for this Project but was provided by Benson for a prior project they had worked on together. Mr. Sierra said that Benson verbally agreed to work on the Project. He explained that there have been previous jobs where Benson hasn’t provided a written proposal prior to his bid submission. He stated that in those cases he would submit a bid and then execute a subcontract agreement prior to starting the project. The OIG requested specific examples of a project with a verbal commitment, not a written proposal from Benson prior to his submission of a bid to the County. Mr. Sierra during his statement and later via email provided an example of a project where Mr. Clark of Benson “...verbally agreed to be included in the bid and perform the work, but Comtech ultimately decide not to submit.” Mr. Sierra confirmed that he did not receive any verbal proposals from Benson for this Project, however he did receive quotes from Statewide and Dade Electric. Ultimately Mr. Sierra decided to submit his bid based on Benson’s verbal commitment to work on the Project. He indicated he had confidence in Benson and had not worked with either Statewide or Dade Electric.

In his affidavit in support of his response to Poole & Kent’s bid protest, Mr. Sierra attested to receiving quotes from Dade Electric and Statewide between May 28 and the morning of May 29, 2025, prior to his bid submittal. The OIG’s review of records show that Comtech’s bid submission was received by WASD’s eBuilder system at 10:39 a.m. Comtech received an email with Dade Electric’s bid proposal on May 29, 2025, at 10:29 a.m.; Statewide’s electrical proposal and qualifications were emailed that day at approximately 11:20 a.m. Comtech could have recalled and resubmitted its bid prior to the 2:00 p.m. deadline.

Mr. Strickland of Poole & Kent also gave a sworn statement to the OIG. Following Poole & Kent’s discovery that Comtech was the low bidder, they submitted a public records request. Upon review of those records, Mr. Strickland expressed confusion when he

⁵ Benson had prepared the document for a previous job, but Mr. Clark could not recall the exact project.

noticed Benson listed as Comtech's subcontractor due to Mr. Clark's earlier statements declining to submit a proposal for the Project. Mr. Strickland made attempts to reach Mr. Clark on his cellular telephone but was not successful. Consequently, he contacted Brian Platts, a Benson Project Manager. Mr. Platts did not believe Benson submitted any proposals for the Project. Mr. Strickland later received an email from Mr. Clark advising that he did not bid on the Project and did not intend to perform any work on the Project, however, he regrettably agreed to allow Comtech to list his company in their bid package.

During the OIG interview, Mr. Strickland was shown a memorandum dated July 7, 2025. He recalled preparing the memo following a telephone conversation with Mr. Clark. The memo notes that the inclusion of Benson in Comtech's bid "may have cost PK the project." Mr. Strickland explained that he believed that Comtech used Benson's experience and qualifications to meet requirements of the Project. Mr. Strickland further detailed that Mr. Clark had continuously stated he had no intention of performing any electrical work on the Project. During the telephone conversation, Mr. Clark told him that he allowed Comtech to list Benson in their bid package and expected Comtech to list other electrical contractors as well.

On or about July 8, 2025, Mr. Sierra learned that Poole & Kent intended to protest the bid, and that the protest was related to Benson. He reached out to Mr. Clark to meet in person.

Mr. Clark characterized the meeting at Comtech's office as a discussion about "future work." Mr. Clark said they had other projects in the works and assumed it would be about those projects, but Mr. Sierra unexpectedly brought up the Project at issue. During this meeting, Mr. Clark advised Mr. Sierra that David Strickland of Poole & Kent had reached out to him about being listed in Comtech's bid submission.

Mr. Sierra described Mr. Clark's demeanor at this meeting as nervous, noting that he appeared concerned. Mr. Sierra said he reminded Mr. Clark that he agreed to be the electrical subcontractor and reassured him of his support with additional manpower to address any lingering concerns he may have had. Mr. Sierra said that by the meeting's end, Benson Electric agreed that he would still work on the Project.

Mr. Clark's recollection is in stark contrast. Mr. Clark advised the OIG that he again declined to do work on the Project, but Mr. Sierra was adamant and put pressure on him so he eventually said "maybe" he would purchase the equipment for him but needed time to think about it. Mr. Clark said he gave it some thought and ultimately declined to assist in any other capacity.

In an email to Mr. Sierra dated July 28, 2025, Mr. Clark stated in part "I did not realize Comtech listing [Benson] meant we have to work this project, or I would not have agreed."⁶

⁶ Mr. Clark emphasized to the OIG that he has never previously authorized a prime contractor to list Benson Electric in a bid package when he had no intention of performing the work. When asked what was different about the instant case, he said he agreed to be listed because he is friends with Mr. Sierra.

Mr. Clark was shown a screenshot, also dated July 28, 2025, of a text message exchange between Mr. Platts, Benson's Project Manager and Mr. Sierra. Within the exchange, Mr. Platts said that Mr. Clark feared retribution from Poole & Kent. Mr. Clark acknowledged that he was concerned about jeopardizing a project that he had with Poole & Kent, but clarified that no one from Poole & Kent pressured, threatened, or intimidated him not to work with Comtech. Mr. Clark's concern, in his words, was just his own thought and not based on any direct action or discussion with Poole & Kent.

Mr. Strickland denied both any personal involvement and any knowledge of others at Poole & Kent threatening Mr. Clark in any way.

In August 2025, Poole & Kent contacted Mr. Clark to determine whether he would be willing to testify in support of their bid protest. Mr. Clark declined to provide testimony but agreed to discuss the matter with Poole & Kent's attorney and submit an affidavit.⁷

On or about August 13, 2025, Mr. Clark provided a statement to Poole & Kent's legal counsel for the purpose of drafting an affidavit. Following this call, Poole & Kent's counsel drafted an affidavit for Mr. Clark. The draft affidavit was emailed to Mr. Clark on August 14, 2025, with instructions for him to review the affidavit with independent counsel. Following review of this affidavit, Mr. Clark requested that paragraphs 12 and 13 be removed. The revised affidavit was executed and returned to Poole & Kent on August 20, 2025.

The OIG asked Mr. Clark about his role in crafting the affidavit submitted with Poole & Kent's Bid Protest. He confirmed he was provided with the affidavit, along with time to review with his own counsel. The OIG reviewed both the unsigned affidavit Poole & Kent drafted on Mr. Clark's behalf (Exhibit 2) and the executed affidavit (Exhibit 3).

Mr. Clark explained that he asked for paragraph 12 to be removed because, although he believed Comtech may have used a letter listing Benson's experience and references from a previous project, he could not prove it. He also clarified that he did not provide Comtech with any documents or proposals for this specific Project. Mr. Clark said he requested the removal of paragraph 13 because he had, in fact, communicated with Comtech after the bid was submitted. Paragraph 13 in the executed affidavit now reads: "I swear and affirm that the information contained herein is to the best of my knowledge true and correct."

RESPONSES TO THE DRAFT REPORT

This preliminary inquiry closure report, as a draft, was provided to Mr. Clark of Benson, Mr. Strickland of Poole & Kent through counsel, and Mr. Sierra of Comtech through

⁷ Poole & Kent reached out to Mr. Clark to ask if he would be willing to appear via Zoom for the bid protest hearing. Mr. Clark declined and maintained he would only submit the affidavit.

counsel, for review and submission of a discretionary written response. Benson and Poole & Kent did not provide a response to the draft report.

The OIG received a response to the draft report from Comtech's legal counsel, Bilzin Sumberg, consisting of 5 pages and 5 exhibits. Comtech's response is included in its entirety as Appendix A.

In brief, Comtech argues that even absent explicit threats, Poole & Kent's post-submission communications with Benson led to Benson's withdrawal from Comtech's team, ultimately resulting in Comtech's need to request a substitution. Comtech relies on the sequence of events in this case as support that contact with a competitor's listed subcontractor during an active procurement can influence participation decisions and suppress competition.

The OIG disagrees. Section 119.071(b)2, Florida Statutes, provides that sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from public disclosure until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. Consistent with Poole & Kent's testimony and documents obtained during our review, they received the information about Comtech's bid submission following a public records request made after bid opening and were released consistent with Florida law.

Implementing Order 3-21, *Bid Protest Procedures*, provides that "all bid protests shall be submitted in writing to the Clerk of the Board and shall state with particularity the specific facts and grounds on which they are based, include all pertinent documents and evidence and be accompanied by the corresponding filing fee. This shall form the basis for review of the protest and no other facts, grounds, documentation or evidence not contained in the protester's submission to the Clerk of the Board at the time of filing the protest shall be permitted in the consideration of the protest."

In the OIG's review of this matter, it is evident that Poole & Kent's communications with Benson were consistent with their attempts to gather evidence and obtain clarity in support of their bid protest.

While Comtech's theory is compelling, absent evidence of improper influence, "...direct pressure, threats, or intimidation" the OIG maintains its finding. While Comtech asserts that proposers should not contact a competitor's subcontractors during an active procurement as such contact could suppress participation and curtail competition, this theory is not corroborated by the facts presented here.

CLOSURE RECOMMENDATION

The concern that Poole & Kent acted improperly in their communications with Benson is unfounded.

The review found that Mr. Clark, on behalf of Benson agreed to be listed in a proposal to the County for work it did not intend to perform. That Benson initially rejected the work to

both Poole & Kent and Comtech is equally not disputed. Mr. Sierra and Mr. Clark agree that subsequent to that rejection they again discussed the Project. The "listing" occurred after that discussion. Although it may strain credulity that the consequences would not be understood or known to both Mr. Sierra and Mr. Clark, that is what both assert. Mr. Sierra, who has relied on Benson for its WASD work for the past five years, asserts reliance on the agreement of its known subcontractor to perform the work. The OIG cannot confidently state based on the statements of all parties what the understanding was. Mr. Clark in stating, "I did not realize Comtech listing [Benson] meant we have to work this project, or I would not have agreed," casts doubt on the clarity he provided to Comtech as to his definition of listing without performance.

No further review of this matter is warranted. While it is recommended that this limited inquiry be closed, the OIG will continue to monitor this Project.

Miami-Dade County Office of the Inspector General



APPENDIX A

Comtech's Response to the Draft Preliminary Inquiry Closure and Exhibits

(30 pages)

**Preliminary Inquiry Closure
IG25-0317-C**

Diana C. Mendez
Tel 305.350.2394
Fax 305.351.2148
dmendez@bilzin.com

February 4, 2026

VIA ELECTRONIC MAIL

Mr. Felix Jimenez
Inspector General
601 NW 1st Court
Transit Village South Tower,
22nd Floor
Miami, FL 33136

**Re: Response to OIG Draft Preliminary Inquiry Closure Potential
Bidder Misconduct in Solicitation of WASD Project W-20136**

Dear Mr. Jimenez:

On behalf of Comtech Engineering, Inc. ("Comtech"), please accept this letter as Comtech's response to the Office of the Inspector General's ("OIG") Draft Preliminary Inquiry Closure dated January 21, 2026 ("Draft Report").

As a threshold matter, no final award recommendation has been issued by Miami-Dade County's Water and Sewer Department ("WASD") for ITB No. W-20136, Miami Springs Wellfield Rehabilitation Wellhouses MS-01 through MS-11 and MS-13 through MS-23 ("ITB"). A determinative issue for WASD's pending award decision is whether Comtech, the lowest bidder, should be permitted to substitute its electrical subcontractor for good cause, as is allowed under the ITB and Florida law. To that end, on September 2, 2025, WASD referred to the OIG (i) whether Comtech acted improperly in listing Benson Electric ("Benson") as its electrical subcontractor, and (ii) whether Poole & Kent Company Florida's ("P&K") engagement with Benson during the competitive process was inappropriate.¹ The OIG's final findings are therefore material to WASD's assessment and award determination.

The OIG's Draft Report aligns with the facts Comtech has repeatedly set forth in support of the substitution for good cause: Comtech listed Benson with Benson's consent and with the expectation that Benson would perform. Comtech only learned of Benson's intent not to perform the work, after bid submittal and after P&K had communicated with Benson. At the same time, Comtech respectfully urges the OIG to reconsider, or at a minimum qualify, its view of P&K's post-submission communications with Benson. Even absent explicit threats, contact by a dominant market participant that signals dissatisfaction with a subcontractor's participation on a competitor's team can predictably curtail participation, and reduce the pool of qualified contractors available to the County. In this case, P&K's inquiry had its intended effect: as Benson admits,

¹ See Ex. 1, *WASD Investigative Request to OIG* (September 2, 2025).

Benson was concerned about jeopardizing work with P&K, which ultimately led to its withdrawal from Comtech's team and created the very substitution issue that is pending resolution.

1. *The OIG's Final Findings could be material to WASD's pending final Recommendation of Award.*

The OIG concluded in its Draft Report that "because the EOR has since conducted further evaluations and amended its recommendations, no further review of this matter is warranted." Comtech respectfully cautions that this conclusion does not reflect the procedural standing of this matter and risks undermining the relevance of the OIG's findings, as a final award recommendation has not yet been issued.

A brief review of the procedural history provides necessary context for the OIG's findings and WASD's pending determination. Following a fair competitive bidding process, WASD determined that Comtech was the lowest responsive and responsible bidder and issued its July 21, 2025, notice of recommendation of award. P&K then protested the recommendation, wrongfully claiming that Comtech listed Benson as its electrical subcontractor knowing Benson did not intend to perform the work. As the OIG's own review of testimony and evidence reveals, this was not the case. Comtech listed Benson with Benson's consent and only received notice that Benson did not intend to perform the work on July 28, 2025, *after* bid submittal and *after* P&K asked Benson about its participation on Comtech's bid.

Based on Benson's notification and to comply with ITB requirements, on August 18, 2025, Comtech sought consent from WASD to substitute Benson for Statewide Electric and Environmental Solutions ("SEES").² However, before the Engineer of Record ("EOR") advising WASD could review SEES's qualifications, WASD informed the EOR on August 21, 2025, that a substitution would not be allowed.³ As a result, the EOR opined that Comtech "is not responsible without the electrical subcontractor."⁴ Based on the EOR opinion, WASD canceled the scheduled bid protest hearing and rescinded its recommendation to award to Comtech.

A final recommendation to award, however, remains pending. On August 27, 2025, Comtech submitted a letter to WASD urging the department to allow the substitution.⁵ Comtech explained that the removal or replacement of listed subcontractors is not prohibited by the ITB.⁶ Even in procurements where substitution is restricted, the controlling considerations are whether the bidder sought to gain an unfair competitive advantage or whether good cause supports the requested substitution.⁷ Here, Comtech listed Benson in good faith, and Benson's post-bid withdrawal, following communications from a competing bidder, is what made substitution

² Ex. 2, *Comtech Email to WASD* (August 18, 2025).

³ Ex. 3, *WASD Email to EOR* (August 21, 2025).

⁴ *Id.*

⁵ Ex. 4, *Comtech Letter to WASD* (August 27, 2025) (examining the findings in *West Construction, Inc. v. Florida Blacktop, Inc.*, 88 So. 3d 301, 306 (Fla. 4th DCA 2012)).

⁶ Section 31, Instruction to Bidders, of the ITB allows bidders to provide their list of subcontractors as a condition of award (not bid submittal) and requires County approval of any substitutions.

⁷ See Ex. 4, *Comtech Letter to WASD* (August 27, 2025).

necessary. Therefore, Comtech requested that WASD perform a full investigation into the circumstances surrounding the substitution.

Following Comtech's letter, WASD referred the matter to the OIG on September 2, 2025, to determine whether either Comtech or P&K acted improperly.⁸ Based on public records, WASD is still awaiting the OIG's determination.⁹ Therefore, the OIG's findings are highly pertinent to this (and future) County procurements.

2. *The OIG Draft Report confirms Benson consented to being listed and is consistent with Comtech's testimony that it was unaware of Benson's intent not to perform at Bid Submittal.*

Comtech concurs with and finds highly relevant the OIG's review of testimony and evidence, which confirms that Benson consented to be listed in Comtech's bid and only notified Comtech of its intent not to perform despite being listed after bid submission and after being contacted by P&K.

Mr. James Clark, principal of Benson, admitted several times on the record that he agreed to be listed as Comtech's subcontractor. For example, the OIG report quotes Mr. Clark as stating, "*at the time I said yeah you can list me I didn't see a problem with it.*"¹⁰ The Draft Report further shows that his draft and executed affidavits both confirm Mr. Clark gave Comtech permission to list Benson for the project.¹¹

The evidence reviewed by the OIG is consistent with Comtech's assertion that in developing its Bid, Comtech reasonably believed Benson would perform the work. The OIG notes the testimony provided by Mr. Jose Sierra, Comtech's president, who indicates that he relied on Benson for its WASD work for five years and proceeded with the bid based on Mr. Clark's verbal commitment.¹² Indeed, Mr. Sierra's reliance is based on Mr. Clark's admitted previous conduct, as Mr. Clark indicated to the OIG that he has never previously authorized a prime contractor to list Benson in a bid package when he had no intention of performing the work.¹³

The report also notes that although Comtech received bids from other electrical contractors, it chose not to recall its bid and resubmit, which is consistent with its reliance on Benson's commitment to perform the work.¹⁴ There is no evidence that, before bid submittal, Mr. Sierra knew of any distinction Mr. Clark may have drawn between agreeing to be listed in the Bid and committing to perform the work.¹⁵

⁸ Ex. 1, *WASD Investigative Request to OIG* (September 2, 2025).

⁹ Ex. 5, *WASD Internal Email* (October 1, 2025).

¹⁰ Office of Inspector General, *Draft Preliminary Inquiry Closure, Potential Bidder Misconduct in Solicitation of WASD Project W-20136*, Ref. IG25-0317, at 3 (January 21, 2026).

¹¹ *Id.*, at Ex. 2-3.

¹² *Id.* at 4,7.

¹³ *Id.* at 5 n. 6.

¹⁴ *Id.* at 4.

¹⁵ *See id.* at 7-8.

Finally, the facts presented in the Draft Report reflect a sequence of events consistent with the conclusion that P&K's communications contributed to Benson's withdrawal. The OIG's records show that Mr. Clark admitted that he was "concerned about jeopardizing a project that he had with Poole & Kent."¹⁶ Mr. Clark's concern occurred after P&K contacted him and told him that his participation in Comtech's bid "may have cost PK the project."¹⁷ It was only after this outreach, and amid P&K's ensuing bid protest, that Benson provided notice to Comtech that it would not participate in the project despite having agreed to be listed. While the OIG notes that Mr. Clark reported no explicit threats or pressure from P&K, this chronology supports that P&K's actions had a tangible effect on Benson's willingness to participate.

3. The OIG should reconsider its findings that there is nothing improper about P&K's communications.

Even if the OIG determines that P&K's communications did not involve direct pressure or threats, the sequence of events identified in the Draft Report demonstrates that contacting a competitor's listed subcontractor during an active procurement can influence participation decisions and suppress competition. For that reason, Comtech respectfully urges the OIG to reconsider its conclusion in this regard or, at a minimum, issue cautionary guidance.

Mr. Clark acknowledged that after P&K contacted him, he became concerned about jeopardizing his existing work with P&K. Although he denied being directly threatened or pressured, his concern was real and consequential. P&K is an affiliate of a Fortune 500 company and a long-standing client of Benson. Mr. Clark's withdrawal from Comtech's team illustrates the foreseeable chilling effect that outreach by a dominant market participant can have on subcontractor participation and competition. P&K's coordination with Benson during the pendency of the bid protest is equally troubling, particularly given the record evidence that Mr. Clark had consented to being listed on Comtech's bid. In doing so, P&K failed to respect Benson's existing business relationship with Comtech and the integrity of the competitive process.

Based on the facts presented, a categorical finding by the OIG that P&K's conduct is not suspect risks encouraging similar conduct in future County procurements. Large contractors can signal displeasure to a subcontractor, trigger a withdrawal, and face fewer competitors as a result. Here, Benson's withdrawal placed Comtech, P&K's only competitor for this contract, at risk of disqualification and steered the procurement toward a contract award exceeding Comtech's bid by more than \$2 million.

Accordingly, even if the OIG concludes that P&K's communications did not involve direct pressure, threats, or intimidation, the OIG should at a minimum caution proposers against contacting competitors' subcontractors during active procurements in ways that could suppress participation and curtail competition. Absent such guidance, the Draft Report risks signaling to large contractors that they may contact a rival's subcontractors, express dissatisfaction, and benefit from the resulting withdrawal without consequence. Such outcomes reduce competition, increase costs to the County, and expose future procurements to avoidable disputes.

¹⁶ *Id.* at 6.

¹⁷ *Id.* at 5.

4. Conclusion

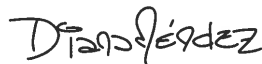
The OIG has been tasked with determining whether Comtech or P&K acted improperly regarding the circumstances involving the listing of Benson as Comtech's subcontractor, and Benson's later retraction. Based on the procedural standing of this procurement, the OIG's investigative findings may have bearing on the outcome of WASD's final determination. Therefore, we urge the OIG to view its final findings as pertinent not only to the outcome of this matter but also to future County procurements.

The record clearly shows that Comtech obtained Benson's consent before listing it as its subcontractor. Comtech reasonably relied on its longstanding working relationship with Benson and Benson's expressed agreements to perform the work. No evidence presented shows that Comtech had any knowledge of Benson's lack of intent to perform at the time of bid submission, nor does any evidence prove that Comtech failed to act in good faith.

By contrast, P&K contacted Benson during an ongoing procurement, despite knowing Benson had consented to be listed in Comtech's bid. P&K's position as a large market participant and Mr. Clark's admitted concern about jeopardizing work with P&K demonstrate the inherent pressure put on Benson by P&K. P&K's actions effectively risked steering WASD's multi-million-dollar procurement to P&K at a high cost to taxpayers. If replicated in other procurements, these actions can create a chilling effect among the subcontractor community, reducing the competitive pool for WASD construction contracts. For this reason, we respectfully urge the OIG to reconsider, or at minimum qualify, its view of P&K's post-submission communications with Benson.

We appreciate the OIG's attention and review of this matter.

Sincerely,



Diana C. Mendez

COMTECH

INDEX OF EXHIBITS

Exhibit 1 – WASD Investigative Request to OIG (September 2, 2025)

Exhibit 2 – Comtech Email to WASD (August 18, 2025)

Exhibit 3 – WASD Email to EOR (August 21, 2025)

Exhibit 4 – Comtech Letter to WASD (August 26, 2025)

Exhibit 5 – WASD Internal Email (October 1, 2025)

EXHIBIT 1

From: [Fink, Jay J. \(WASD\)](#)
To: [Jimenez, Felix \(OTIG\)](#)
Cc: [Aranguiz-Cueto, Marisela \(WASD\)](#); [Adams, Paul \(WASD\)](#); [Kinnick, Amanda \(WASD\)](#); [Morris, Frances G. \(WASD\)](#)
Subject: Project No. W-20136 Miami Springs Wellfield Rehabilitation Wellhouses MS-01 thru MS-11, and MS-13 thru MS-23
Date: Tuesday, September 2, 2025 4:40:48 PM
Attachments: [IG Referral Attachments-reduced.pdf](#)

Mr. Jimenez,

Good afternoon. The Miami-Dade Water and Sewer Department (WASD) requests that the Miami-Dade Office of the Inspector General (ND-IG) investigate the solicitation for WASD project W-20136, Miami Springs Wellfield Rehabilitation Wellhouses MS-01 thru MS-11, and MS-13 thru MS-23 (the Project) for potential bidder misconduct.

This letter is to request an investigation and provide a neutral outline of the facts behind WASD's request. While this letter includes six (6) attachments, WASD is prepared to share the entire Project file with the MD-IG to allow for an independent review and factual determination.

Background

The Miami Springs Wellfield consists of 24 wells that serve as one of the primary sources of raw water for both Hialeah and Preston Water Treatment Plants. To maintain the wellfield in proper working order and address aging infrastructure needs, WASD established a project to rehabilitate the 24 wells including: mechanical, electrical, and structural components. Two (2) wells are being rehabilitated under a separate contract. W-20136 will rehabilitate the remaining 22 wells.

WASD advertised the project on April 10, 2025 and two bids were received on May 29, 2025.

Company Name	Total Bid*
Comtech Engineering, Inc.	\$45,996,188.50
Poole and Kent Company Florida	\$47,401,180.00

Immediately after opening the bids, WASD commenced its standard bid review practices.

- Because contract measures were assigned, the Comtech Engineering, Inc. (Comtech) bid was forwarded to the Office of Small Business Development (SBD) for a Compliance Review. On June 9, 2025, SBD issued the results of its compliance review, concluding that Comtech was in compliance with the Implementing Order for the Small Business Enterprise (SBE/G&S) program for construction services.
- Jaime Abreu, PE, of Black & Veatch (Black & Veatch), the Engineer of Record (EOR), reviewed the bid submission, requested additional information from Comtech and, on June 11, 2025, participated in a recorded responsibility review of Comtech. On June 12, 2025, the EOR determined that the low bid was acceptable as submitted and that Comtech satisfied the requirements of the Solicitation.
- Pursuant to Resolution No. R-187-12, WASD performed a review of the vendor information in the Business Management Workforce System (BMWS). WASD

discovered no adverse information.

- According to the contract history downloaded from the BMWS on June 13, 2025, over the past six years, Comtech has been awarded three (3) contracts totaling \$12,574,368 as a prime contractor from the County.
- Comtech has fifty-nine (59) evaluations in the ISD Capital Improvement Information System (CIIS), with a rating of 3.5 out of a possible 4.0 maximum.

Considering the input of the EOR and SBD, WASD concluded that the apparent low bidder, Comtech, was responsible. WASD began circulating a memorandum awarding the Project to Comtech (the Award Memo). On July 7, 2025, while the Award Memo was circulating for review and signatures, Poole & Kent Company Florida (Poole & Kent), sent a letter to WASD questioning Comtech's qualifications. The Poole & Kent letter, attached to this letter as Exhibit A, was forwarded to the EOR and others reviewing the award memo, with the request that the letter be reviewed and identify any areas of concern raised. No concerns were raised and the Project was awarded to Comtech on July 21, 2025. The filed award memo is attached as Exhibit B.

On July 24, 2025, Poole & Kent filed a timely protest of the award of the Project to Comtech (the Protest). The essence of the Protest was that Comtech was not qualified to perform the Project scope of work and misrepresented its qualifications in its bid submission. The Poole & Kent protest documents are attached as Exhibit C. A protest hearing was scheduled for August 22, 2025.

As part of its bid submission, Comtech identified Benson Electric, Inc. (Benson) as a key subcontractor. The Protest materials filed by Poole & Kent asserted that Benson has stated that it has no intention of working on the Project. On August 19, 2025, Comtech submitted a request to substitute Statewide Electric & Environmental Solutions (Statewide) for Benson. On August 19, 2025, the EOR was informed that WASD had determined that the substitution of Statewide for Benson was not to be allowed. On August 22, 2025, the EOR determined that Comtech was not qualified for the Project because Benson would not participate. The revised EOR review letter is attached as Exhibit E. On August 22, 2025, the award to Comtech was rescinded and the protest hearing was cancelled. The filed rescission letter is attached as Exhibit F.

The Investigation Request

In the Protest, Poole & Kent alleges that Benson never intended to perform any work on the Project and alleges that Comtech misrepresented its qualifications by identifying Benson as a key subcontractor. In a letter submitted on August 27, 2025, Comtech alleged that Benson agreed to be included in the bid submission, that based upon long experience with Benson, Comtech believed Benson would perform that work, and that Benson only declined to participate due to pressure applied by Poole & Kent. The Comtech August 27, 2025 letter is

attached as Exhibit F.

WASD is requesting that the MD-IG investigate the circumstances surrounding the listing of Benson as a Comtech subcontractor to determine if either Comtech or Poole & Kent acted improperly.

Thank you in advance for your assistance.

Sincerely,

Jay J. Fink, P.E., Director
Miami-Dade Water and Sewer Department
3071 S.W. 38th Avenue, Miami, FL 33146
786-552-8200 Phone
www.miamidade.gov/water | Jay.Fink@miamidade.gov
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EXHIBIT 2

From: [Jose Sierra](#)
To: [Adams, Paul \(WASD\)](#)
Cc: [Christine Sierra](#); [Clerk of the Board \(COC\)](#); [Rodriguez, Jean-Marie \(WASD\)](#); [Altamirano, Antoinette A. \(WASD\)](#); [Diana C. Mendez](#); [Eric Singer](#)
Subject: RE: W-20136 EOR Responsibility Review
Date: Monday, August 18, 2025 3:06:28 PM
Attachments: [Statewide Electrical Sub Exp.xlsx](#)
[SEES - WASD.pdf](#)

CAUTION: This message is from an EXTERNAL sender. Do not click on links or open attachments from senders you do not trust or emails you are not expecting.

Subject: Contract No. W-20136 Miami Springs Wellfield Rehabilitation Wellhouses MS-01 thru MS-11, and MS-13 thru MS-23

Dear Mr. Adams:

As you know, Comtech Engineering, Inc. included in its proposal responding to the above ITB, Benson Electric, Inc. to perform the electrical scope of work. Comtech listed Benson with Benson's consent and Comtech understood Benson would be performing the work.

After the filing of the bid protest, on July 28, 2028, we learned that Benson Electric, Inc. is not intending to perform the work. Therefore, we are submitting the qualifications of Statewide Electric Inc., which had provided Comtech a proposal and qualifications prior to bid submittal and, as shown in the attached letter, continues to be committed to the project.

Regards,

Jose Sierra
President

COMTECH
engineering, inc.

7900 SW 57th Avenue Suite 11
Miami, Florida 33143
305-397-8283 office
305-772-9007 cell

From: Jose Sierra
Sent: Wednesday, June 11, 2025 5:41 PM

MDC026

To: Adams, Paul (WASD) <paul.adams@miamidade.gov>
Cc: Christine Sierra <csierra@comtecheng.com>; Clerk of the Board (COC) <clerk.board@miamidadeclerk.gov>
Subject: W-20136 EOR Responsibility Review

Good evening Mr. Adams.

Attached are two projects completed by Comtech Engineering Inc., with identical / similar scopes as the Miami Springs Well Field Rehabilitation project. I have included the description of the work, along with the measurement and payment items. This will assist the EOR in acknowledging the similarities between work. There are also small field sketches shown to aid with this review.

These projects were awarded simultaneously with an additional Pump with similar scope. Totaling (3) projects at once. All projects were completed on time and within budget.

Please feel free to contact me should you have any questions or if you need any additional information.

Regards,

Jose Sierra
President

The logo for Comtech Engineering, Inc. features a stylized circular icon to the left of the company name. The word "COMTECH" is in a bold, sans-serif font, with "COM" in black and "TECH" in red. Below it, "engineering, inc." is written in a smaller, black, sans-serif font.

COMTECH
engineering, inc.

7900 SW 57th Avenue Suite 11
Miami, Florida 33143
305-397-8283 office
305-772-9007 cell

MDC027



SEES, LLC
8490 Northwest 64th Street
Miami, Florida 33166
08/15/2025

To WASD,

Please be advised that Statewide Electric and Environmental Solutions, LLC has been selected by Comtech Engineering to be the electrical contractor for the Miami Springs Well-Field Rehabilitation Project, (MS-01 through MS-11 and MS-13 through MS-23) Contract No. W20136.

SEES, LLC stands ready to fully support and aid in the execution and successful completion of this project. Our team is committed to ensuring that all contractual obligations are met and that the project progresses efficiently and in accordance with the required standards.

Should you have any questions or require additional information, please do not hesitate to contact our office.

Sincerely,
Carlos Beltran
Director.
SEES, LLC.

Electrical Contractor Company Name: Statewide Electric & Environmental Solutions										Which requirements does this project meet? Mark X for those that apply	
Project Name	Client Name	Services provided	Size	Value	Project Description	Completion Date	Reference Contact Name	Contact Phone number	Contact Email Address	Well and water facilities	Medium voltage systems (2.4 kV or higher)
Lincoln Electrical Switchgear Alexander Orr WTP	WASD	ELECTRICAL SERVICES		\$ 8 MILLIONS	New Switchgear Building	2025	Augustine Duran	786-238-2250	Augustine.Duran@statewidees.com		2.4 kV & 13.2 kV
Atlantic Sapphire MW Substation	AGGREKO	ELECTRICAL SERVICES		\$ 4.5 MILLIONS	New Sub Station	2023	Nicolas Cavo	561-672-4454	nicolas.cavo@aggreko.com		24 kV
Zoo Miami FPL Vault Room	FPL	ELECTRICAL SERVICES		\$ 6.3 MILLIONS	New Sub Stations (Qty = 9)	2022	Oswaldo Lam	305-215-0185	oswaldo.lam@fpl.com		13.2 kV

From: [Adams, Paul \(WASD\)](#)
To: [Jose Sierra](#)
Cc: [Clerk of the Board \(COC\)](#); [Rodriguez, Jean-Marie \(WASD\)](#); [Diana C. Mendez](#); [Eric Singer](#); [Altamirano, Antoinette A. \(WASD\)](#)
Subject: RE: SEES - Statewide Electric -W-20136 EOR Responsibility Review
Date: Tuesday, August 19, 2025 2:33:42 PM

CAUTION: This message is from an EXTERNAL sender. Do not click on links or open attachments from senders you do not trust or emails you are not expecting.

Received, thank you.

Paul

Paul F. Adams

Chief, Construction Contracts Division
Miami-Dade Water and Sewer Department
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From: Jose Sierra <jsierra@comtecheng.com>
Sent: Tuesday, August 19, 2025 2:19 PM
To: Adams, Paul (WASD) <paul.adams@miamidade.gov>
Cc: Clerk of the Board (COC) <clerk.board@miamidadeclerk.gov>; Rodriguez, Jean-Marie (WASD) <jean-marie.rodriguez@miamidade.gov>; Diana C. Mendez <dmendez@bilzin.com>; Eric Singer <esinger@bilzin.com>; Altamirano, Antoinette A. (WASD) <antoinette.altamirano@miamidade.gov>
Subject: FW: SEES - Statewide Electric -W-20136 EOR Responsibility Review

Good afternoon Paul,
See email below from Statewide in response to the EOR.

Regards,
Jose Sierra
President

COMTECH
engineering, inc.

7900 SW 57th Avenue Suite 11
Miami, Florida 33143
305-397-8283 office
305-772-9007 cell

MDC030

From: Carlos Beltran <cb@seesgogreen.com>
Sent: Tuesday, August 19, 2025 1:04 PM
To: Jose Sierra <jsierra@comtecheng.com>
Cc: Angel Hernandez <ah@seesgogreen.com>
Subject: RE: SEES - Statewide Electric

Good afternoon Jose,
Below please find attached the requested information

- Alexander Orr New Switch Gear Building

Built a new switch gear building that composed of 4 substations, 3 of which had an input voltage of 13.2K volts and an output voltage of 480 volts to take the place of the existing distribution equipment and feed the plant production and offices area and the fourth one had an input voltage of 13.2k volts with an output voltage of 5k volts to feed the existing wellfield. Scope consisted of installing the new equipment, bringing the different production building on line and demolishing the existing equipment while the plant continued its production.

- Blue House (Salmon Farm)

Install a substation with a primary input voltage of 34.5k volts and an output voltage of 480 volts to power up 16 temporary chiller units (this installation remains in service today and ownership is discussing a second install to powerup their ongoing expanding efforts.

- Homestead Airforce Base.

The construction of a new USAF owned and operated substation with a primary voltage of 13.2k volts to operate communications building and radar arrays.

- Multitude of both extraction and injection wells for ground water remediation systems and other industrial applications.

Jose let me know if this is good or if you need more projects....
Regards,

Carlos Beltran

Director



POWERING THE FUTURE

8490 NW 64 Street.

Miami, FL. 33166

e-mail: cb@seesgogreen.com

Ph: 305-971-0883 Fax: 305-971-0823 Cell: 305-345-0040

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MDC031

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EXHIBIT 3

From: [Botero, Isabel](#)
To: [Adams, Paul \(WASD\)](#); [Abreu, Jaime](#)
Cc: [Penkosky, Jim](#); [Saenz, Lina M. \(WASD\)](#); [Delgado, Victor \(WASD\)](#); [Aranguiz-Cueto, Marisela \(WASD\)](#); [Walsh, Virginia \(WASD\)](#); [Altamirano, Antoinette A. \(WASD\)](#); [Morris, Frances G. \(WASD\)](#)
Subject: RE: W-20136 EOR Responsibility Review
Date: Thursday, August 21, 2025 5:17:41 PM

Hello Paul,

Jaime is out of the country with limited email access, so I am providing the response on behalf of Black & Veatch.

Comtech is not responsible without the electrical subcontractor, as Comtech does not have the required experience - medium voltage systems 2.4 kV or higher.

Thank you,
Isabel

Isabel C. Botero, P.E.*

Client Director

Governments and Communities | Water Solutions Group

D +1 754-229-3051 **M** +1 954-319-9861

E BoteroI@BV.com

From: Adams, Paul (WASD) <paul.adams@miamidade.gov>

Sent: Thursday, August 21, 2025 10:39 AM

To: Abreu, Jaime <AbreuJ@bv.com>

Cc: Penkosky, Jim <PenkoskyJG@bv.com>; Saenz, Lina M. (WASD) <Lina.Saenz@miamidade.gov>; Delgado, Victor (WASD) <Victor.Delgado@miamidade.gov>; Aranguiz-Cueto, Marisela (WASD) <marisela.aranguiz@miamidade.gov>; Walsh, Virginia (WASD) <Virginia.walsh@miamidade.gov>; Altamirano, Antoinette A. (WASD) <Antoinette.Altamirano@miamidade.gov>; Botero, Isabel <BoteroI@bv.com>; Morris, Frances G. (WASD) <Frances.Morris@miamidade.gov>

Subject: RE: W-20136 EOR Responsibility Review

Good morning, Jaime

The Department has determined that a substitution for Benson should not be allowed.

Without an electrical subcontractor, is Comtech responsible?

Paul

Paul F. Adams

Chief, Construction Contracts Division

Miami-Dade Water and Sewer Department

3071 SW 38 Ave., Suite 107, Miami, Florida 33146

Office: (786) 552-8178 Cell: 786-863-9425

www.miamidade.gov/water

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From: Abreu, Jaime <AbreuJ@bv.com>

Sent: Monday, August 18, 2025 3:23 PM

To: Adams, Paul (WASD) <paul.adams@miamidade.gov>

Cc: Penkosky, Jim <PenkoskyJG@bv.com>; Saenz, Lina M. (WASD) <Lina.Saenz@miamidade.gov>; Delgado, Victor (WASD) <Victor.Delgado@miamidade.gov>; Aranguiz-Cueto, Marisela (WASD) <marisela.aranguiz@miamidade.gov>; Walsh, Virginia (WASD) <Virginia.walsh@miamidade.gov>; Altamirano, Antoinette A. (WASD) <Antoinette.Altamirano@miamidade.gov>; Botero, Isabel <BoteroI@bv.com>

Subject: RE: W-20136 EOR Responsibility Review

Great, thank you so much!

Jaime A. Abreu, P.E.*

Project Manager

Governments and Environment

*Licensed in FL and Puerto Rico

Black & Veatch

3111 N University Dr. Suite 700, Coral Springs, FL 33065

D +1 913-458-9675

O +1 754-229-3044 **M** +1 954-830-3232

E abreuJ@BV.com

From: Adams, Paul (WASD) <paul.adams@miamidade.gov>

Sent: Monday, August 18, 2025 3:22 PM

To: Abreu, Jaime <AbreuJ@bv.com>

Cc: Penkosky, Jim <PenkoskyJG@bv.com>; Saenz, Lina M. (WASD) <Lina.Saenz@miamidade.gov>; Delgado, Victor (WASD) <Victor.Delgado@miamidade.gov>; Aranguiz-Cueto, Marisela (WASD) <marisela.aranguiz@miamidade.gov>; Walsh, Virginia (WASD) <Virginia.walsh@miamidade.gov>; Altamirano, Antoinette A. (WASD) <Antoinette.Altamirano@miamidade.gov>; Botero, Isabel <BoteroI@bv.com>

Subject: RE: W-20136 EOR Responsibility Review

Jaime

Request made, will forward additional information upon receipt.

Paul

Paul F. Adams

Chief, Construction Contracts Division

Miami-Dade Water and Sewer Department

MDC035

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Office: (786) 552-8178 Cell: 786-863-9425
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From: Abreu, Jaime <AbreuJ@bv.com>
Sent: Monday, August 18, 2025 3:18 PM
To: Adams, Paul (WASD) <paul.adams@miamidade.gov>
Cc: Penkosky, Jim <PenkoskyJG@bv.com>; Saenz, Lina M. (WASD) <Lina.Saenz@miamidade.gov>; Delgado, Victor (WASD) <Victor.Delgado@miamidade.gov>; Aranguiz-Cueto, Marisela (WASD) <marisela.aranguiz@miamidade.gov>; Walsh, Virginia (WASD) <Virginia.walsh@miamidade.gov>; Altamirano, Antoinette A. (WASD) <Antoinette.Altamirano@miamidade.gov>; Botero, Isabel <BoteroI@bv.com>
Subject: RE: W-20136 EOR Responsibility Review

Paul,

Good afternoon. Can Statewide provide more information and details on the work they did? The Excel file only mentions a new switchgear bldg for WASD and other projects. If they could provide more information and summarize the work they did would be better for us to evaluate. Thanks,

Jaime A. Abreu, P.E.*

Project Manager
Governments and Environment
*Licensed in FL and Puerto Rico
Black & Veatch
3111 N University Dr. Suite 700, Coral Springs, FL 33065
D +1 913-458-9675
O +1 754-229-3044 M +1 954-830-3232
E abreuJ@BV.com

From: Adams, Paul (WASD) <paul.adams@miamidade.gov>
Sent: Monday, August 18, 2025 3:12 PM
To: Abreu, Jaime <AbreuJ@bv.com>
Cc: Penkosky, Jim <PenkoskyJG@bv.com>; Saenz, Lina M. (WASD) <Lina.Saenz@miamidade.gov>; Delgado, Victor (WASD) <Victor.Delgado@miamidade.gov>; Aranguiz-Cueto, Marisela (WASD) <marisela.aranguiz@miamidade.gov>; Walsh, Virginia (WASD) <Virginia.walsh@miamidade.gov>; Altamirano, Antoinette A. (WASD) <Antoinette.Altamirano@miamidade.gov>
Subject: FW: W-20136 EOR Responsibility Review

Caution - External Email: This email originated outside of Black & Veatch. Please do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon

Please see the email below and attachments. Is Statewide an acceptable substitute for Benson Electric?

Paul

Paul F. Adams

Chief, Construction Contracts Division
Miami-Dade Water and Sewer Department
3071 SW 38 Ave., Suite 107, Miami, Florida 33146
Office: (786) 552-8178 Cell: 786-863-9425
www.miamidade.gov/water
Connect With Us on [Facebook](#) | [Twitter](#) | [Instagram](#) | [YouTube](#)

From: Jose Sierra <jsierra@comtecheng.com>

Sent: Monday, August 18, 2025 3:05 PM

To: Adams, Paul (WASD) <paul.adams@miamidade.gov>

Cc: Christine Sierra <csierra@comtecheng.com>; Clerk of the Board (COC) <clerk.board@miamidadeclerk.gov>; Rodriguez, Jean-Marie (WASD) <jean-marie.rodriguez@miamidade.gov>; Altamirano, Antoinette A. (WASD) <antoinette.altamirano@miamidade.gov>; Diana C. Mendez <dmendez@bilzin.com>; Eric Singer <esinger@bilzin.com>

Subject: RE: W-20136 EOR Responsibility Review

Subject: Contract No. W-20136 Miami Springs Wellfield Rehabilitation Wellhouses MS-01 thru MS-11, and MS-13 thru MS-23

Dear Mr. Adams:

As you know, Comtech Engineering, Inc. included in its proposal responding to the above ITB, Benson Electric, Inc. to perform the electrical scope of work. Comtech listed Benson with Benson's consent and Comtech understood Benson would be performing the work.

After the filing of the bid protest, on July 28, 2028, we learned that Benson Electric, Inc. is not intending to perform the work. Therefore, we are submitting the qualifications of Statewide Electric Inc., which had provided Comtech a proposal and qualifications prior to bid submittal and, as shown in the attached letter, continues to be committed to the project.

Regards,

Jose Sierra

MDC037

President



7900 SW 57th Avenue Suite 11
Miami, Florida 33143
305-397-8283 office
305-772-9007 cell

From: Jose Sierra

Sent: Wednesday, June 11, 2025 5:41 PM

To: Adams, Paul (WASD) <paul.adams@miamidade.gov>

Cc: Christine Sierra <csierra@comtecheng.com>; Clerk of the Board (COC) <clerk.board@miamidadeclerk.gov>

Subject: W-20136 EOR Responsibility Review

Good evening Mr. Adams.

Attached are two projects completed by Comtech Engineering Inc., with identical / similar scopes as the Miami Springs Well Field Rehabilitation project. I have included the description of the work, along with the measurement and payment items. This will assist the EOR in acknowledging the similarities between work. There are also small field sketches shown to aid with this review.

These projects were awarded simultaneously with an additional Pump with similar scope. Totaling (3) projects at once. All projects were completed on time and within budget.

Please feel free to contact me should you have any questions or if you need any additional information.

Regards,

Jose Sierra
President



7900 SW 57th Avenue Suite 11
Miami, Florida 33143
305-397-8283 office

MDC038

EXHIBIT 4

August 27, 2025

VIA ELECTRONIC MAIL

Paul F. Adams
Chief, Construction Contracts Division
Miami-Dade Water and Sewer Department
3071 SW 38 Ave., Suite 107, Miami, Florida 33146

**Contract No. W-20136 Miami Springs Wellfield Rehabilitation
Wellhouses MS-01 thru MS-11 and MS13 thru MS23**

Dear Mr. Adams:

This firm represents Comtech Engineering, Inc. ("Comtech") in connection with Contract No. W-20136, Miami Springs Wellfield Rehabilitation Wellhouses MS-01 through MS-11 and MS-13 through MS-23 (the "ITB"), the lowest bidder on the ITB by over \$2 million. We are writing to express our deep concern regarding the County's recent decision to cancel the bid protest hearing scheduled for August 22, 2025, and to rescind the award to Comtech. This decision appears to be based on materials submitted by Poole & Kent ("P&K") not only after the protest deadline, but also after P&K had the opportunity to review Comtech's timely and comprehensive response and further pressure Comtech's electrical subcontractor Benson Electric Inc. ("Benson").

Rescinding the award under these circumstances risks sending a troubling message: that anti-competitive pressure tactics—particularly those that discourage subcontractor participation and reduce competition—will be rewarded rather than condemned. We, therefore, respectfully urge the County to conduct a full responsibility review that considers the documentation and affidavit submitted by Comtech with its response to the Protest (attached as Exhibit A) as well as the subcontractor substitution request submitted on August 18, 2025 (attached as Exhibit B).

- 1. Benson agreed to be listed as Comtech's subcontractor, and Comtech reasonably believed Benson would perform the work.*

Based on the evidence presented by the parties, it is undisputed that Benson agreed to be listed in Comtech's bid prior to submission. Regardless of Benson's later claims that it never intended to perform the work, Comtech operated under a reasonable and good faith understanding that Benson would do so. Comtech has a longstanding professional relationship with Benson, contracting with them for multiple public infrastructure projects without incident. At no point in prior engagements has Benson ever withdrawn from, or failed to perform work, after being listed as a qualified subcontractor on a bid or proposal. Confident in Benson's participation, Comtech

MIAMI 12921132

elected to list Benson over other qualified subcontractors who had submitted competitive quotes prior to bid submittal.

2. *P&K improperly interfered with Comtech's relationship with Benson in an effort to suppress competition.*

Comtech only learned that Benson did not intend to perform the work—despite having agreed to be listed—on July 28, 2025, after P&K filed its protest and improperly pressured Benson. The record reflects that P&K has a longstanding relationship with Benson and, by their own admission, told Benson on July 3, 2025, that its agreement to be listed in Comtech's bid may have “cost Poole & Kent the bid.” See Memorandum to file obtained from P&K Protest (Exhibit C). Additionally, a Benson associate informed Comtech that Benson was afraid of retribution from P&K, further confirming the inappropriate pressure exerted by the protestor. (Exhibit A, at 21).

3. *Good cause exists to approve Comtech's subcontractor substitution request.*

In light of P&K's continued interference and Benson's “after the fact” confirmation that it no longer intends to perform the work, Comtech submitted the qualifications and letter of commitment from Statewide Electric and Environmental Solutions (“SEES”) on August 18, 2025. SEES was one of two subcontractors who submitted quotes to Comtech prior to bid submittal. SEES meets the minimum medium-voltage criteria outlined in Section 1.08(A) of the ITB Technical Specifications and has confirmed its commitment to the project in a letter dated August 15, 2025.

As indicated in our response to the Protest, Florida law recognizes the practical realities of public contracting, including the need for flexibility in subcontractor relationships after bid submission. In West Construction, Inc. v. Florida Blacktop, Inc., 88 So. 3d 301, 306 (Fla. 4th DCA 2012), the court held that a general contractor was not bound to a subcontractor simply because it used the subcontractor's bid in its proposal. While P&K cited E.M. Watkins & Co. v. Board of Regents, 414 So. 2d 583 (Fla. 1st DCA 1982), to argue that Comtech should not be allowed to substitute Benson, Watkins is distinguishable from this case.

The Watkins case involved a state contract governed by Section 255.0515, Florida Statutes, which expressly prohibits the removal or replacement of listed subcontractors after bid opening, *except upon good cause shown*. The bidder in Watkins failed to list three of five required subcontractors, which the court found could create an unfair competitive advantage by allowing the bidder additional time to shop for bids. Here, as a County contract, Section 255.015 does not apply, and also Comtech did list Benson as its electrical subcontractor and was committed to using Benson for the work. Comtech did not attempt to gain an advantage by withholding subcontractor information or seeking alternative bids after award. Moreover, the Watkins court acknowledged that there are valid reasons for permitting subcontractor substitution.

Even assuming the limitations of Section 255.0515 applied here—which they do not—Comtech's circumstances would clearly satisfy the statute's “good cause” standard. Benson's withdrawal was not voluntary or strategic; it was the result of external pressure from a competitor and entirely beyond Comtech's control. This type of unforeseen and coercive interference is precisely the kind of situation that justifies substitution under the law.

4. Conclusion.

Based on the above, Florida law and sound procurement policy both support the County's discretion to approve a subcontractor substitution when justified by good cause. Comtech's substitution request is not only timely and supported by documentation, but also necessary to preserve the integrity of the procurement process. Denying the substitution under these circumstances—where the original subcontractor withdrew due to external pressure from a protestor—would unfairly penalize Comtech for conduct beyond its control and risk legitimizing tactics that undermine fair competition. Accordingly, the County should exercise its discretion to approve the substitution and proceed with award to Comtech, a bidder that remains both responsive and responsible. We appreciate your attention to this matter.

Sincerely,


Diana C. Mendez

Cc: Clerk of the Board
Ms. Antoinette A. Altamirano, Contracting Officer, WASD
Ms. Jean-Marie Rodriguez, Manager, Construction Contracts Division WASD
Mr. Roy Coley, Chief Utilities and Regulatory Services Officer, Miami-Dade County
Mr. Jay Fink, Director, WASD
Ms. Marisela Aranguiz-Cueto, Deputy Director, Capital Improvement Program and Regulatory Compliance, WASD
Mr. Eddy Gonzalez, Miami-Dade County Attorney's Office
Ms. Brianna Donet, Miami-Dade County Attorney's Office
Mr. Jose Ortega, Miami-Dade County Attorney's Office

EXHIBIT 5

From: Aranguiz-Cueto, Marisela (WASD) <Marisela.Aranguiz-Cueto@miamidadade.gov>
Sent: Wednesday, October 1, 2025 9:34 AM
To: Delgado, Victor (WASD) <Victor.Delgado@miamidadade.gov>; Adams, Paul (WASD) <Paul.Adams@miamidadade.gov>
Cc: Kinnick, Amanda (WASD) <Amanda.Kinnick@miamidadade.gov>
Subject: RE: Post-Bid Review for Project 20136 - Miami Springs Wellfield Rehabilitation

Victor, I believe this one we are waiting for the OIG to review and provide a recommendation.

Paul, please confirm.

Thanks.
Marisela

From: Delgado, Victor (WASD) <Victor.Delgado@miamidadade.gov>
Sent: Tuesday, September 30, 2025 6:01 PM
To: Aranguiz-Cueto, Marisela (WASD) <Marisela.Aranguiz-Cueto@miamidadade.gov>
Cc: Kinnick, Amanda (WASD) <Amanda.Kinnick@miamidadade.gov>
Subject: Post-Bid Review for Project 20136 - Miami Springs Wellfield Rehabilitation

Marisela,

The below Post-Bid process to award the contract to P&K was placed back in our court for revision. Please let us know if you have any questions or concerns about the award recommendation letter that require our attention.



MEMORANDUM

(Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: October 6, 2026

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(O)(2)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☒ No committee review
- ☐ Requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, majority plus one ____, CDMP 7 votes (majority of membership) ____, CDMP 2/3 members present but not less than 7 votes (majority of membership) ____, CDMP 9 votes (2/3 membership) ____) to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(O)(2)
10-6-26

RESOLUTION NO. _____

RESOLUTION RATIFYING ACTIONS OF THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE RELATED TO THE MIAMI-DADE WATER AND SEWER DEPARTMENT'S CONSENT DECREE AND CAPITAL IMPROVEMENT PROGRAMS ACCELERATION ORDINANCE PURSUANT TO SECTION 2-8.2.12 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA, SPECIFICALLY APPROVAL OF THE REJECTION OF ALL BIDS FOR CONTRACT NO. W-20136, FOR THE MIAMI SPRINGS WELLFIELD REHABILITATION WELLHOUSES MS-01 THRU MS-11, AND MS-13 THRU MS-23

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA that this Board hereby ratifies the actions of the County Mayor or County Mayor's designee, pursuant to section 2-8.2.12 of the Code of Miami-Dade County, Florida, the Miami-Dade Water and Sewer Department's Consent Decree and Capital Improvement Programs Acceleration Ordinance, rejecting all bids for Contract No. W-20136 for the Miami Springs Wellfield Rehabilitation Wellhouses MS-01 thru MS-11, and MS-13 thru MS-23.

The foregoing resolution was offered by Commissioner _____ ,
who moved its adoption. The motion was seconded by Commissioner _____
and upon being put to a vote, the vote was as follows:

Anthony Rodriguez, Chairman	
Kionne L. McGhee, Vice Chairman	
Marleine Bastien	Juan Carlos Bermudez
Sen. René García	Oliver G. Gilbert, III
Roberto J. Gonzalez	Keon Hardemon
Danielle Cohen Higgins	Vicki L. Lopez
Natalie Milian Orbis	Raquel A. Regalado
Micky Steinberg	

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of October, 2026. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

JUAN FERNANDEZ-BARQUIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Jose I. Ortega