

MEMORANDUM

Agenda Item No. 8(P)(2)

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

DATE: April 1, 2025

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving award of Contract No. EVN0017499 for Hauling and Disposal of Dewatered Biosolids to Environmental Protection & Improvement Company, LLC ("EPIC") (Group 2) in an amount not to exceed \$88,083,249.00 and Merrell Bros., Inc. ("MBI") (Group 7) in an amount not to exceed \$68,171,740.00 for an initial term of five years with one, two-year option to renew, for a cumulative amount of \$156,254,990.00 for the Water and Sewer Department; rejecting all bids received for Group 3, 4, 5, 6 and 9; and authorizing the County Mayor to give notice of this award to the recommended vendors, issue the appropriate purchase orders to give effect to same, and exercise all provisions of the contracts, including any cancellation, renewals, or extensions, pursuant to section 2-8.1 of the Code and Implementing Order 3-38, and, if one of the awarded vendors is not able to perform the required services under group 2 or 7 within 90 days of contract award for any reason, the County Mayor is authorized to terminate the contract and, within 180 days of the Group 2 or 7 contract award date, award either Group 8 with MBI or Group 1 with EPIC to ensure service continuity and flexibility with a cumulative amount not to exceed \$170,253,720.00

Resolution No. R-321-25

The accompanying resolution was prepared by the Strategic Procurement Department and placed on the agenda at the request of Prime Sponsor Commissioner Danielle Cohen Higgins.



Geri Bonzon-Keenan
County Attorney

GBK/ks

MDC001

Memorandum



Date: April 1, 2025

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

From: Daniella Levine Cava *Daniella Levine Cava*
Mayor

Subject: Recommendation to Award Contracts for Certain Groups and Reject Bids for Certain Groups for Hauling and Disposal of Dewatered Biosolids

Summary

This item seeks approval from the Board of County Commissioners (the "Board") to purchase hauling and disposal of dewatered biosolids produced at Miami-Dade County's (the "County's") South District Wastewater Treatment Plant ("SDWWTP"). The prompt removal of biosolids is essential to avoid potential violations of the operating permit for the Miami-Dade Water and Sewer Department ("WASD"), which is issued by the Florida Department of Environmental Protection ("FDEP"), to prevent odor complaints and to avoid biosolids backlog.

The solicitation was divided into nine groups to address critical hauling and disposal needs. Groups 1 to 3 are for hauling and disposal, Groups 4, 5 and 6 provide for onsite Class AA treatment, and Groups 7, 8 and 9 provide for off-site Class AA treatment. Each group was divided into three categories to provide a tiered level of service of 8, 12, or 20 daily loads of non-Class B and Class B biosolids. Groups were created to evaluate all disposal options, ensuring a reliable long-term solution. While the method of award was structured group-by-group, the County reserved the right to award only the group(s) that provided the best overall benefit.

After reviewing the bids received, the County is seeking approval from the Board to award Group 2 (Hauling and Disposal of Class B Biosolids by any Legal Method) to Environmental Protection & Improvement Company, LLC ("EPIC") and Group 7 (Hauling of Non-Class B Biosolids, Offsite Class AA Treatment, and Disposal of Class AA Biosolids Produced by any Legal Method) to Merrell Bros., Inc. ("MBI"). Awarding the combination of Groups 2 and 7 will provide the County with the best overall flexibility and assurance needed for the removal of all biosolids produced at the SDWWTP at the best offered prices. The selected vendors will have no greater than 90 days to mobilize and construct any necessary measures to be fully operational.

If a vendor fails to meet the 90-day deadline for either Group 2 or 7, this item seeks approval to terminate the contract with the vendor and award either Group 8 (Hauling of Class B Biosolids, Offsite Class AA Treatment, and Disposal of Class AA Biosolids Produced by any Legal Method) to MBI or Group 1 (Hauling and Disposal of Non-Class B Biosolids by any Legal Method) to EPIC. The same two vendors are serving as alternates; however, the difference is the type of Biosolid being hauled. It is recommended that the County Mayor or County Mayor's designee be granted delegated authority for up to 180 days from the award dates of the Groups 2 and 7 contracts to exercise the option to award a contract to Group 8 or Group 1 in order to ensure service continuity and flexibility.

This item also seeks the rejection of the remaining groups (3, 4, 5, 6, and 9).

Recommendation

It is recommended that the Board approve competitive contract awards, Contract No. EVN0017499, Hauling and Disposal of Dewatered Biosolids, Group 2 to EPIC, in the amount of \$88,083,250, and Group 7 to MBI, in the amount of \$68,171,740, for a five-year term with one, two-year option to renew ("OTR") for WASD, for a cumulative amount of \$156,254,990. Additionally, it is recommended that, in the event either vendor cannot commence service under Group 2 or 7 within 90 days of the award date,

the Board authorizes the County Mayor or County Mayor's designee to terminate the Group 2 or 7 contract and award Group 8 to MBI or Group 1 to EPIC within 180 days of the award dates for the Groups 2 and 7 contracts. The cumulative contract value for the award of Groups 8 and 1 is \$170,253,720. It is further recommended that the Board reject all bids received for the remaining groups (3, 4, 5, 6, and 9), as the bids were non-responsive, or no bids were received.

Background

Biosolids are produced daily as part of the wastewater treatment process, where liquids are separated from solids and treated both physically and chemically to produce a semisolid, nutrient-rich material. Biosolids may be repurposed for beneficial uses such as land application, composting, landscaping, or other methods authorized by federal, state, and local laws under regulations mandated by Chapter 62-640. Land application of biosolids recycles nutrients and improves soil health, while composting converts biosolids into environmentally friendly soil conditioners and fertilizers. Composting is more labor-intensive and results in higher treated biosolids, making it a more expensive method. The prompt hauling and disposal of biosolids is critical for maintaining regulatory compliance with wastewater treatment standards. Proper management ensures environmental protection by preventing pollution of water bodies and soil, while also helping to mitigate public nuisances such as odors. The County is the largest producer of biosolids in the State of Florida, with the SDWWTP generating approximately 350 wet tons per day. In response to recent regulatory changes that resulted in certain County vendors losing access to disposal locations and not being able to assist the County with its biosolids, the County issued emergency Contract No. E-10416, Dewatering and Disposal of Waste Activated Sludge, and awarded Contract No. BW-10481, Hauling and Disposal of Class B Biosolids, to address the backlog of biosolids.

In order to establish a more long-term solution for biosolids disposal for the SDWWTP, an Invitation to Bid was issued under full and open competition on November 19, 2024. The solicitation was divided into nine groups: Group 1 (Hauling and Disposal of Non-Class B Biosolids by any Legal Method); Group 2 (Hauling and Disposal of Class B Biosolids by any Legal Method); Group 3 (Hauling and Disposal of Non-Class B and Class B Biosolids by any Legal Method); Group 4 (Onsite Class AA Treatment of Non-Class B Biosolids and Hauling and Disposal of Class AA Biosolids Produced by any Legal Method); Group 5 (Onsite Class AA Treatment of Class B Biosolids and Hauling and Disposal of Class AA Biosolids produced by any Legal Method); Group 6 (Onsite Class AA Treatment of Non-Class B and Class B Biosolids and Hauling and Disposal of Class AA Biosolids Produced by any Legal Method); Group 7 (Hauling of Non-Class B Biosolids, Offsite Class AA Treatment, and Disposal of Class AA Biosolids Produced by any Legal Method); Group 8 (Hauling of Class B Biosolids, Offsite Class AA Treatment, and Disposal of Class AA Biosolids Produced by any Legal Method); and Group 9 (Hauling of Non-Class B and Class B Biosolids, Offsite Class AA Treatment, and Disposal of Class AA Biosolids Produced by any Legal Method).

Upon advertisement of the solicitation, a total of 651 vendors were notified. Outreach efforts included vendors identified through market research, as well as notifying incumbent vendors. Market research revealed a limited number of local vendors and certified Small Business Enterprise (SBE) firms capable of providing the required services in accordance with the solicitation specifications. On the closing date of December 20, 2024, the County received eight bids, including one from a local vendor and two "No-Bid."

Upon review of the bids received, staff identified potential responsiveness issues from three bidders and, on January 17, 2025, requested a legal review of the submittals to ascertain whether the bids were responsive. Two of the three bidders withdrew from consideration after acknowledging that they did not meet the requirements outlined in the solicitation. On January 28, 2025, the County Attorney's Office ("CAO") determined that the bid from Revinu, Inc. was non-responsive due to the exceptions taken to the bid. A copy of the Responsiveness Opinion from the County Attorney's Office is attached hereto as Exhibit A.

Scope

The scope of this item is countywide in nature. The SDWWTP is located at 8950 SW 232 Street, Cutler Bay, FL 33190 in District 8, which is represented by Commissioner Danielle Cohen Higgins.

Delegated Authority

If this item is approved, the County Mayor or County Mayor's designee will have the authority to give notice of these awards to the recommended vendors, issue the appropriate purchase orders to give effect to same, and exercise all provisions of the contracts, including any cancellation, renewals, or extensions, pursuant to Section 2-8.1 of the Code of Miami-Dade County, Florida and Implementing Order 3-38. In addition, if one of the awarded vendors is not able to perform the required services under Group 2 or 7 for any reason within 90 days of the award, the County Mayor or County Mayor's designee is authorized to terminate the contract and, within 180 days of the award dates for Groups 2 and 7, award either Group 8 with MBI or Group 1 with EPIC to ensure service continuity and flexibility.

Fiscal Impact/Funding Source

The fiscal impact for the initial five-year term is \$111,610,707 for Groups 2 and 7. Should the County choose to exercise, at its sole discretion, the one, two-year OTR, the cumulative value for the services to be provided by Groups 2 and 7 over the seven-year time frame will be \$156,254,990. This contract is funded by WASD's Proprietary Funds. The contract manager is Susan Pascul.

In the event either vendor is unable to meet the 90-day deadline under Group 2 or 7, and the County awards the Group 8 or Group 1 contract, the maximum cumulative value of the contracts will be \$170,253,720, due to higher pricing per load for the latter Groups.

The current emergency contract is valued at \$41,900,000 for an 18-month term and expires on June 30, 2025. The annualized allocation under the proposed contract is lower than the current contract due to changes in the scope of work, which focused specifically on biosolids produced at the SDWWTP; however, per ton pricing is higher under the proposed contract.

A separate solicitation will follow to address biosolids services for other plants, which are currently provided under Contract No. BW-10481, valued at \$16,000,000 for the initial one-year term, which expires on December 31, 2025, unless the one-year OTR is exercised.

Track Record/Monitor

Manuel Jimenez of the Strategic Procurement Department ("SPD") is the Procurement Contracting Manager.

Vendor Recommended for Award

Pursuant to Resolution No. R-477-18, the lowest bidders are recommended in accordance with the method of award per the solicitation and are non-local.

Vendor	Principal Address	Local Address	Number of Employee Residents	Principal	Group(s)
			1) Miami-Dade 2) Percentage*		
Environmental Protection & Improvement Company, LLC	319 Avenue P Newark, NJ	None	0	Luis Castro	1 & 2
			0%		
Merrell Bros., Inc.	8811 W 500 N Kokomo, IN	None	0	Nieta K. Merrell	7 & 8
			0%		

Vendors Not Recommended for Award

Vendor	Local Address	Reason for Not Recommending
A&G Septic and Grease, LLC	Yes	Bid Withdrawn (Group 1, 2, 3, and 4); No Bid* (Group 5, 6, 7, 8, and 9)
Denali Water Solutions, LLC	No	No Bid* (Group 1, 2, 3, 4, 5, 6, 7, and 9); Higher than lowest bid (Group 8)
H&H Liquid Sludge Disposal, Inc.	No	No Bid* (Group 1, 2, 3, 4, 5, 6, 7, 8, and 9)
Revinu, Inc.	No	No Bid* (Group 1, 2, 3, 6, 7, 8, and 9); Deemed non-responsive by the CAO (Group 4 and 5) (opinion attached)
Slip into Success, LLC	No	Bid Withdrawn (Group 1); No Bid* (Group 2, 3, 4, 5, 6, 7, 8, and 9)
Southern Logistics, Inc.	No	No Bid* (Group 1, 2, 3, 4, 5, 6, 7, 8, and 9)

*A "No Bid" means the vendor responded indicating that it will not be providing an offer.

Due Diligence

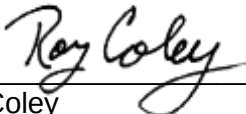
Pursuant to Resolution No. R-187-12, due diligence was conducted in accordance with SPD's Procurement Guidelines to determine vendor responsibility, including verifying corporate status and that there are no performance and compliance issues through various vendor responsibility lists and a keyword internet search. The lists that were referenced included convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to vendor responsibility.

Pursuant to Resolution No. R-140-15, prior to re-procurement, a full review of the scope of services was conducted to ensure the replacement contract reflects the County's current needs. The review included conducting market research, posting a draft solicitation for industry comment, and holding meetings and drafting sessions with the user department. The scope of services was updated to include the processing of Class B and non-Class B biosolids for processing into Class AA biosolids.

Applicability of Ordinances and Contract Measures

- The two percent User Access Program applies.
- The SBE Bid Preference and Local Preference applied.
- The Living Wage Ordinance does not apply.

Attachment



Roy Coley
Chief Utilities and Regulatory Services Officer

Memorandum



TO: Marcelo Cam
Procurement Contracting Officer
Strategic Procurement Department ("SPD")

FROM: Sarah E. Davis
Assistant County Attorney

RE: Solicitation PM ENV0017499- Hauling & Disposal of Dewatered Biosolids

DATE: January 28, 2025

As set forth in your email dated January 17, 2025 (the "January 17 Email"), you requested a formal opinion as to: (1) whether the bid submitted by Revinu for Solicitation PM ENV0017499 (the "Solicitation") is responsive in light of the exceptions Revinu took to several of the Solicitation's General Terms and Conditions, and (2) whether the bids submitted by A&G Septic & Grease LLC ("A&G") and Slip into Success LLC ("SIS")—which failed to include required documents, licenses and forms, but have been withdrawn—are eligible for award.

The County Attorney's Office bases its determination on the information contained in your January 17 Email, which included: the Solicitation; links to the County's General Terms and Conditions; the bids received in response to the Solicitation; the tabulation packet for the bids; and the withdrawal of bid letters received from A&G and SIS. A copy of the January 17 Email with your Memorandum Requesting Responsiveness Determination is attached hereto collectively as Exhibit 1.

For the reasons stated below, the County Attorney's Office finds that: (1) Revinu's bid is non-responsive, and (2) because A&G and SIS both withdrew their bids, a responsiveness decision and/or eligibility for award decision from the County Attorney's Office is not necessary.

FACTS

On November 19, 2024, the County, on behalf of the Miami-Dade Water and Sewer Department, issued the Solicitation through INFORMS seeking bids from biosolids hauling and disposal vendors for eight (8) potential groups of services. On December 20, 2024, eight bids (including two "no bids") were received.

One of the bidders, Revinu, bid on Group 5 of the Solicitation; however, along with its bid, Revinu included a page of exceptions to various of the Solicitation's General Terms and Conditions, including Sections 2.6 (Prices- Fixed with Economic Price Adjustments); 2.10 (Performance Bond); 2.11 (Estimated Quantities); 3.3 (Services to be Provided); and 3.6 (Failure to Perform) (collectively, the "Exceptions"). See p. 261 of the tabulation packet. The General Terms and Conditions that Revinu objected to, and attempted to revise, were material terms to the

Contract sought by the County. For example, Revinu has refused to: agree to the method the County specified as to how future price adjustments would be handled, provide a performance bond, or be bound by the service fee to be charged in the event it failed to timely perform the required services.

DISCUSSION

(1) Revinu

As a general matter, a responsive bid "is submitted on the correct forms and contains all required information, signatures and notarizations." *Intercontinental Properties, Inc. v. State Dep't. of Health and Rehab. Serv.*, 606 So. 2d 380 (Fla. 3d DCA 1992). A bid is not responsive if it cannot form the basis of a contract, or if it contains deviations which provide the bidder with a material advantage over other bidders. *Robinson Elec. Co., Inc. v. Dade County*, 417 So. 2d 1032, 1034 (Fla. 3d DCA 1982). Whether a bid is responsive concerns a bidder's unequivocal promise, as shown on the face of its bid, to provide the items or services called for by the material terms of the bid. *In the Matter of Red John's Stone, Inc.*, 1998 WL 869550 (Comp. Gen. 1998). In discussing responsibility and bid responsiveness, the Comptroller General stated: "Unless something on the face of the bid limits, reduces or modifies the obligation of a prospective contractor to perform in accordance with the terms of the invitation, the bid must be considered responsive." *Comptroller General to the Secretary of the Army*, 1973 WL 8799 (Comp. Gen. 1973) (citations omitted).

Here, Revinu's inclusion of the Exceptions with its bid makes its bid non-responsive. Revinu has not provided an "unequivocal promise" to provide "the services called for by the material terms of the bid." Specifically, as a result of the Exceptions submitted with its bid, Revinu has not agreed "to perform in accordance with the terms of the invitation." Because Revinu's bid with its numerous Exceptions cannot form the basis of a contract with the County for this Solicitation, its bid is non-responsive.

(2) A&G and SIS

Because A&G and SIS both withdrew their bids, neither is eligible for an award, and a responsiveness opinion from the County Attorney's Office is not necessary for either vendor's bid.


Sarah E. Davis

Davis, Sarah (CAO)

From: Cam, Marcelo (SPD)
Sent: Friday, January 17, 2025 12:18 PM
To: Harpaul-Yapp, Karla (CAO)
Cc: Gonzalez, Eduardo (CAO); Davis, Sarah (CAO); Jimenez, Manuel (SPD); Lopez-Velandia, Catalina (WASD)
Subject: Responsiveness Determination Request Memo - EVN0017499 Hauling and Disposal of Dewatered Biosolids
Attachments: Responsiveness Determination Request Memo_EVN0017499_Biosolids.pdf
Follow Up Flag: Follow up
Flag Status: Flagged

Good Morning, Karla,

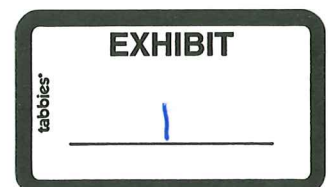
I hope this email finds you well. Please see the attached Responsiveness determination request memo for the CAO to assign a County attorney for review and opinion. Please note that CAO Sarah Davis reviewed the solicitation before advertisement. All attachments related to the request are included in the memo as a URL link. Please let me know if any additional information is needed.

Thank you,

Marcelo Cam, CPPB
Procurement Contracting Officer
Miami-Dade County
Strategic Procurement Department (SPD)
111 NW 1st Street, Suite 1300, Miami, FL 33128
Ph: 305-375-4258 E-mail: marcelo.cam@miamidade.gov
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Miami-Dade County is a public entity subject to Chapter 119 of the Florida Statutes concerning public records. Email messages are covered under such laws and thus subject to disclosure.



Memorandum



Date: January 17, 2025

To: Eduardo Gonzalez
Assistant County Attorney
County Attorney's Office

From: Marcelo Cam
Procurement Contracting Officer
Strategic Procurement Department

Subject: Request for Responsive Determination of Bid Submittals for EVN0017499 Hauling and Disposal of Dewatered Biosolids

Mr. Gonzalez, the Strategic Procurement Department (SPD), is respectfully requesting a County Attorney Opinion for responsiveness for the following bid submittal as described below:

On November 19, 2024, SPD solicited sealed bids via INFORMS under Solicitation No. EVN0017499, Hauling and Disposal of Dewatered Biosolids, on behalf of the Miami Dade Water and Sewer Department (WASD). On December 20, 2024, eight bids (including two "No-Bid"s) were received in response to the solicitation. Upon reviewing the bid submittals, the following issues were noticed:

On page 4 of the solicitation package, the solicitation included the County's General Terms and Conditions (Section 1) applicable to procurement contracts, provided via link as part of page 4 of the solicitation package as follows:

<https://www.miamidade.gov/procurement/library/boilerplate/general-terms-and-conditions-r24-4.pdf>

On the same page, the County provided the following instructions to Bidders:

These general terms and conditions are considered nonnegotiable and include important instructions and requirements that affect all Bids.

- 1) The bid submittal received from Revinu, Inc. (Revinu) (the only bidder for Group 5), included a page titled "Exceptions" (page 261 of the tabulation packet with all submittals). The exceptions page provided by Revinu reads:

Revinu, Inc. notes the following exceptions to ITB EVN0017499:

Section 2.6 Prices (Fixed with Economic Price Adjustments)

Revinu will not agree to the CPI adjustment limitation for a 5-year period. With the complete installation and processing of material, there are many variables; therefore, Revinu is unable to agree to price this project for a 5-year period with a CPI adjustment. Revinu is willing to work together with the County to negotiate price to ensure adjustments are fair and equitable to both parties. We are willing to hold the bid prices for the initial 24 months of the contract.

Section 2.10 Performance Bond

Revinu will not agree to provide a Performance / Payment Bond with the scope provided as there are too many variables not under our control as the vendor (including regulations) and there is no guarantee of revenue for this project to support the Bond. We are willing to work with the County to find a resolution acceptable to both parties.

Section 2.11 Estimated Quantities

We will not agree to only estimated volume and no guaranteed volumes with the significant infrastructure and costs associated with processing to onsite treatment. We are willing to work with the County to find a resolution acceptable to both parties.

Section 3.3 Services to be Provided (all Groups)

The County's permitting must be provided by the County with Revinu's assistance. Revinu also takes exception that any government change or regulation change that may impact our ability to perform will not result in default of the contract, but rather Revinu will work together with the County to determine a resolution acceptable to both parties.

Section 3.6 Failure to Perform

Based on the scope, variables and other items not under our control, Revinu will not agree to the imposition of service fees as both parties will have shared responsibility to ensure success. Revinu will work with the County to find a resolution acceptable to both parties.

- 2) Additionally, A&G Septic and Grease, LLC (A&G) (the lowest bidder for Groups 2 & 3), and Slip Into Success, LLC (SIS) (the lowest bidder for Group 1) did not provide the mandatory bidder requirements documents, licenses, forms, and letters as requested on Section 2, Paragraph 2.5, Bidder Requirements (pages 6 – 8 of the solicitation packet) and Section 4, Paragraphs 4.2, Bidder Requirements (pages 24 -26 of the solicitation packet), with their submittal, and when requested to do so. SPD reached out to both bidders (A&G and SIS) regarding the missing bidder requirements submittal forms and documents multiple times. After a second request, SIS responded by email indicating it did not possess the required documents, nor meet the qualification requirements, and subsequently withdrew its bid. Similarly, A&G, during a responsibility review meeting acknowledged that they did not meet the Bidder Requirements as outlined in Section 2.5 of the solicitation; and confirmed via email, and also withdrew its bid (See emails in attachments).

Please review these concerns and advise whether the bid submittal from Revinu is responsive and please confirm that A&G and SIS are ineligible for award.

The resultant contract(s) value is estimated to be over \$5,000,000 and will require Board approval. Please let me know if I can provide any assistance in expediting this item.

If you have any questions, please contact me at (305) 213-8262. Thank you for your attention to this matter.

Attachments on the following links:

EVN0017499 Solicitation Packet with Addendums
EVN0017499 Tabulation Packet (all bid submittals)
DRAFT Tally Sheet EVN001499
Bid Withdrawal Email from A&G
Bid Withdrawal Email from SIS

Memorandum



Date: February 28, 2025

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

From: Namita Uppal, C.P.M.
Director and Chief Procurement Officer
Strategic Procurement Department

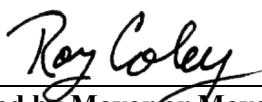
Subject: Request to Process Late Departmental Agenda Item

Digitally signed by Namita Uppal
DN: cn=Namita Uppal, o=Miami Dade County, ou=Chief Procurement Officer, email=uppaln@miamidade.gov, c=US
Date: 2025.02.18 14:19:28 -05'00'

I am requesting that the resolution approving the award of certain groups for Contract No. EVN0017499 for Hauling and Disposal of Dewatered Biosolids, in a cumulative amount up to \$170,253,720 for the Water and Sewer Department (WASD), be processed for agenda placement on the March Committee Cycle.

Although this item has not met the noticed deadline and has been provided to the Agenda Coordination Office late, this item is time sensitive and critically important to WASD's operations. This contract will provide for the transportation and disposal for beneficial use of dewatered biosolids, including anaerobically digested Class B biosolids and non-Class B biosolids, generated at the South District Wastewater Treatment Plant (Black Point) ("SDWWTP"). These biosolids will be transported to offsite facilities for processing into Class AA biosolids for beneficial uses, such as soil conditioners and fertilizers, or disposed of through other legal methods. This contract will replace emergency Contract No. E-10416, which expires on June 30, 2025. Recent changes to the Florida Administrative Code (F.A.C.) have significantly reduced the availability of disposal sites for Class B biosolids, leaving the County with limited options. The timely hauling and disposal of biosolids are essential for maintaining regulatory compliance, protecting the environment, and preventing potential pollution of water bodies, soil, and air quality. The backlog of biosolids at the SDWWTP has already resulted in complaints from residents regarding unpleasant odors. Addressing these issues promptly by placement of this item on the March Committee Cycle is critical to ensuring continuity of services, eliminating the backlog, and resolving odor concerns.

Therefore, please process the item notwithstanding that the 3-day rule may be applicable to it. I am aware that this item is subject to approval for placement on the agenda by the appropriate committee chairperson as well as the BCC Chairman, and review by the Office of the County Attorney.



Approved by Mayor or Mayor's Designee

Roy Coley

Print Name



Approved by Legislative Director or Designee

Demetria Henderson

Print Name

c: Geri Bonzon-Keenan, County Attorney
CAOagenda@miamidade.gov
Eugene Love, Agenda Coordinator



MEMORANDUM

(Revised)

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

DATE: April 1, 2025

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(P)(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**
- _____ **Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, majority plus one ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3) (h) or (4)(c) ____, CDMP 9 vote requirement per 2-116.1(4)(c) (2) ____) to approve**
- _____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved *Danielle Leticia* Mayor
Veto _____
Override _____

Agenda Item No. 8(P)(2)
4-1-25

RESOLUTION NO. R-321-25

RESOLUTION APPROVING AWARD OF CONTRACT NO. EVN0017499 FOR HAULING AND DISPOSAL OF DEWATERED BIOSOLIDS TO ENVIRONMENTAL PROTECTION & IMPROVEMENT COMPANY, LLC ("EPIC") (GROUP 2) IN AN AMOUNT NOT TO EXCEED \$88,083,249.00 AND MERRELL BROS., INC. ("MBI") (GROUP 7) IN AN AMOUNT NOT TO EXCEED \$68,171,740.00 FOR AN INITIAL TERM OF FIVE YEARS WITH ONE , TWO-YEAR OPTION TO RENEW, FOR A CUMULATIVE AMOUNT OF \$156,254,990.00 FOR THE WATER AND SEWER DEPARTMENT; REJECTING ALL BIDS RECEIVED FOR GROUP 3, 4, 5, 6 AND 9; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO GIVE NOTICE OF THIS AWARD TO THE RECOMMENDED VENDORS, ISSUE THE APPROPRIATE PURCHASE ORDERS TO GIVE EFFECT TO SAME, AND EXERCISE ALL PROVISIONS OF THE CONTRACTS, INCLUDING ANY CANCELLATION, RENEWALS, OR EXTENSIONS, PURSUANT TO SECTION 2-8.1 OF THE COUNTY CODE AND IMPLEMENTING ORDER 3-38, AND, IF ONE OF THE AWARDED VENDORS IS NOT ABLE TO PERFORM THE REQUIRED SERVICES UNDER GROUP 2 OR 7 WITHIN 90 DAYS OF CONTRACT AWARD FOR ANY REASON, THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE IS AUTHORIZED TO TERMINATE THE CONTRACT AND, WITHIN 180 DAYS OF THE GROUP 2 OR 7 CONTRACT AWARD DATE, AWARD EITHER GROUP 8 WITH MBI OR GROUP 1 WITH EPIC TO ENSURE SERVICE CONTINUITY AND FLEXIBILITY WITH A CUMULATIVE AMOUNT NOT TO EXCEED \$170,253,720.00

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:

Section 1. This Board finds it is in the best interest of Miami-Dade County to approve award of Contract No. EVN0017499 for Hauling and Disposal of Dewatered Biosolids to EPIC (Group 2) in an amount not to exceed \$88,083,249.00 and MBI (Group 7) in an amount not to exceed \$68,171,740.00 for an initial term of five years with one, two-year option to renew, for a cumulative amount of \$156,254,990.00 for the Water and Sewer Department.

Section 2. This Board authorizes rejection of all bids received for Groups 3, 4, 5, 6, and 9.

Section 3. This Board authorizes the County Mayor or County Mayor's designee to give notice of this award to the recommended vendors, issue the appropriate purchase orders to give effect to same, and exercise all provisions of the contracts, including any cancellation, renewals, or extensions, pursuant to section 2-8.1 of the County Code and Implementing Order 3-38. A copy of the contracts are on file with and available upon request from the Strategic Procurement Department.

Section 4. In addition, if MBI or EPIC is not able to perform the required services under Group 2 or 7 for any reason within the first 90 days from date of award, the Board authorizes the County Mayor or County Mayor's designee to terminate the contract for the non-performing vendor and, within 180 days of contract award date of Group 2 and 7, award either Group 8 to MBI or Group 1 to EPIC to ensure service continuity and flexibility. If a contract for either or both Group 1 or Group 8 are awarded, the cumulative amount for all services during the five year term and one two-year option to renew shall not exceed \$170, 253,720.00.

The foregoing resolution was offered by Commissioner **Danielle Cohen Higgins** , who moved its adoption. The motion was seconded by Commissioner **Roberto J. Gonzalez** and upon being put to a vote, the vote was as follows:

Anthony Rodriguez, Chairman	aye		
Kionne L. McGhee, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	aye	Sen. René García	aye
Oliver G. Gilbert, III	aye	Roberto J. Gonzalez	aye
Keon Hardemon	aye	Danielle Cohen Higgins	aye
Eileen Higgins	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 1st day of April, 2025. 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: Basia Pruna
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

SED

Sarah E. Davis