

BCC MEETING DATE: April 22, 2025
AGENDA ITEM: DEPT-2

**MARTIN COUNTY, FLORIDA
SUPPLEMENTAL MEMORANDUM**

TO: Honorable Members of the Board of County Commissioners **DATE:** April 14, 2025

VIA: Don G. Donaldson, P.E.
County Administrator

FROM: Krysti L. Brotherton, NIGP-CPP, CPPO, CPPB
Chief Procurement Officer

**SUBJECT: CONTRACTS THAT MEET THE THRESHOLD FOR BOARD
APPROVAL \$1 MILLION OR GREATER**

A. CONTRACTS OVER \$1,000,000 - Per Board direction, contracts valued at \$1,000,000 or more require approval by the Board of County Commissioners.

- 1. HOUSE OF REFUGE HISTORIC RESTORATION (RFP2025-3643)** – The scope of work for the historic restoration services at the House of Refuge includes structural repairs to wood piles, columns, rafters, beams, and the chimney. The project will also involve the removal and replacement of roof assemblies and gutters. Deteriorated doors and windows will be either repaired or replaced, along with any necessary restoration of interior flooring and ceilings. Exterior elements such as porches, handrails, and light fixtures will also undergo restoration. Additionally, miscellaneous hardware and areas affected by water intrusion or environmental deterioration will be addressed. All work will be completed in accordance with the provided drawings and under the direction of Martin County, ensuring the historical integrity of the building is preserved throughout the process.

The project was publicly advertised for competitive bidding (see attached List of Proposers). Only one (1) proposal was received. Staff had anticipated a low level of interest due to the specialized nature of the work and the small pool of qualified vendors for historical restoration projects. Following the bid opening, Purchasing staff contacted firms that had downloaded the solicitation via DemandStar but chose not to submit a proposal, in an effort to better understand the limited response. The responses received were mixed. Many firms indicated that their schedules would not allow them to perform the work. One firm checked the box stating that there was no opportunity to meet with the agency before or during the bid process. However, a non-mandatory pre-bid meeting was held on-site on January 6, 2025, at 10:00 AM. Others stated that the scope of work did not align with their expertise or noted that they were specialty firms providing only subcontracted services. Additionally, two firms raised concerns about the construction drawings provided or the interpretation of the Historic Preservation Standards. Upon reviewing the Statements of No Bid, it was determined that the solicitation process and documents were free of any ambiguities or irregularities that would warrant a re-bid.

Section 17.1.E of the Martin County Purchasing Manual states, “In the event only one responsive submittal is received, or the submittals received are over the County’s budget for the project, the County reserves the right to award to the sole responsive vendor, negotiate with the sole responsive vendor, re-advertise the solicitation, with or without making changes to the evaluation factors, or elect not to proceed.”

Staff and the Architect of Record reviewed the sole proposal and determined that the proposer, The Tradesmen Group, is highly qualified in historic preservation and restoration projects across the country. Purchasing staff contacted references, and the firm received excellent reviews. The company has experience completing historical restoration work for local, state, and federal agencies.

Staff and The Tradesmen Group initiated negotiations in accordance with the guidelines outlined in the Purchasing Manual.

Fiscal Impact: This project is funded with a State of Florida, Division of Historical Resources grant and Ad Valorem.

Recommended Action:

1. Move that the Board award the contract to the sole, responsive, and responsible proposer, The Tradesmen Group, in the amount of \$1,792,011.00; and
2. Move that the Board approve the revised CIP Sheet to fund the project; and
3. Move that the Board authorize the County Administrator or designee to execute all documents related to this request.

Per Board direction, all bidders have been notified of the recommendation of award and Board meeting date.

- 2. TEMPORARY EMPLOYMENT SERVICES (RE-BID) (RFP2025-3655)**– Continuing services contract to provided temporary employment services on an as-needed basis. The Contractor will be responsible for supplying qualified, experienced personnel for various assignments, including short-term temporary positions (typically less than 12 months), long-term (permanent) contract roles, and contingency executive search services. These personnel will work at multiple County locations to meet the County's employment needs. During their assignments with the County, the Contractor will serve as the legally responsible employer of the temporary personnel. The work hours for temporary personnel vary based on the position and department, ranging from as few as 5 hours per week to up to 40 hours per week. On average, temporary personnel work approximately 20 hours per week. The roles cover a broad range of categories, including non-technical staff (clerical, administrative, light industrial), skilled trades (laborers, mechanics, maintenance), equipment operators, construction workers, technical personnel (IT, planners, engineers, inspectors), public safety (lifeguards, security), and out-of-state remote employees without healthcare coverage. The Contractor shall be responsible for managing the initial sourcing and selection process, as well as all aspects of Workers' Compensation, Unemployment Insurance, and payroll. The County will not bear any responsibility for payroll costs or tax liabilities, including federal income tax or FICA. The County's obligations are limited to fulfilling its contractual agreement with the Contractor. The County retains final authority for all hiring decisions. Temporary employees provided by the Contractor will not be eligible to participate in any County benefit plans. The Contractor is solely responsible for compensating temporary employees, including regular, premium, or overtime hourly rates.

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The project was publicly advertised for competitive bidding (see attached List of Proposers).

A total of twenty-four (24) proposals were received; however, two (2) were found to be incomplete and classified as non-responsive, making them ineligible for contract award.

Note: This contract was originally advertised under RFP2025-3642: Temporary Employment Services on December 9, 2024. However, following the receipt of proposals, a bid irregularity was identified in the scoring criterion, requiring the rejection of all submissions and prompting a revision and reissuance of the solicitation.

Maximum Not-to-Exceed Value: \$50,000,000.00
Maximum Not-to-Exceed Term: 9 years
(3-year term plus two 3-year renewal options)

The contract shall terminate when the cumulative expenses reach the maximum value or term, whichever comes first. The contract is a standard form of Agreement approved by the County Attorney which allows for termination for cause or convenience at any time.

Fiscal Impact: Funding is allocated within various Departmental budgets approved by the Board annually.

Recommended Action:

1. Move that the Board award the contract to the highest scoring firm, reSOURCE Government Services, LLC; and
2. Move that the Board authorize the County Administrator or designee to execute all documents related to this request.

Per Board direction, all bidders have been notified of the recommendation of award and Board meeting date.

- 3. BIO-SOLIDS (DEWATERED SLUDGE) HAULING & DISPOSAL SERVICES (RE-BID) (RFB2025-3670)** – Continuing services contract for the daily removal and disposal of approximately 24-30 wet tons per load from the Jensen Beach Wastewater Treatment Plant and the Tropical Farms Wastewater Treatment Plant, with monthly volumes ranging from 160-240 wet tons and 350-600 wet tons, respectively. Hauling and disposal must comply with all Local, State, and Federal regulations, including 40 CFR 503.13 and FAC 62.640.850.

This contract was publicly advertised for competitive bidding (see attached Bid Tabulation).

A total of four (4) bids were received. However, an initial review revealed that one bidder, BCR Environmental Corporation, submitted two (2) separate bids within their submittal package. Only one (1) bid amount was publicly read aloud at the bid opening, and that amount is reflected in the Bid Tabulation. Submitting multiple bids is not permitted.

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Furthermore, both submissions included conditional and/or unauthorized bid alternates. As a result, the bid(s) were deemed non-responsive and are ineligible for contract award.

Note: This contract was originally advertised under RFB2025-3651: Bio-Solids (Dewatered Sludge) Hauling & Disposal Services. Two (2) bids were received. Staff reviewed the submittals and noted that there may be more qualified firms available that could provide a more competitive vendor pool and better pricing. As a result, the Utilities & Solid Waste Department directed staff to reject all bids and re-advertise the project in hopes of generating greater interest, attracting more qualified bidders, and securing more favorable pricing.

Maximum Not-to-Exceed Value: \$6,500,000.00
Maximum Not-to-Exceed Term: 5 years
(3-year term plus two 1-year renewal options)

The contract shall terminate when the cumulative expenses reach the maximum value or term, whichever comes first. The contract is a standard form of Agreement approved by the County Attorney which allows for termination for cause or convenience at any time.

Fiscal Impact: This contract is funded by the Utilities Enterprise Fund.

Recommended Action:

1. Move that the Board award the contract to Appalachian Material Service, Inc. (AMS); and
2. Move that the Board authorize the County Administrator or designee to execute all documents related to this request.

Per Board direction, all bidders have been notified of the recommendation of award and Board meeting date.

DGD/klb
Attachments