RESOLUTION NO. 19-06-37

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE FINAL RANKINGS AND RECOMMENDATION OF THE RFP 19-05 EVALUATION COMMITTEE TO SUPPLY, ASSEMBLE AND INSTALL TWO FIRE HYDRANTS WITHIN ISLAMORADA; AUTHORIZING THE VILLAGE MANAGER AND VILLAGE ATTORNEY TO NEGOTIATE AND ENTER INTO A PROFESSIONAL SERVICE AGREEMENT FOR THE REQUESTED SERVICES; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the “Village”) is responsible for the installation and maintenance of all fire hydrants within Islamorada; and

WHEREAS, the Village Fire Rescue Department has identified a need to install fire hydrants at Toll Gate Boulevard and Palm Drive; and

WHEREAS, in 2016, Reynolds Engineering Services, Inc. prepared a design and installation specification for all fire hydrants within Islamorada, Village of Islands (the “Village”); and

WHEREAS, the Village needs a Florida licensed contractor to supply, assemble and install the fire hydrants; and

WHEREAS, the Village advertised a Request for Proposals (RFP 19-05) to Supply, Assemble and Install two (2) Fire Hydrants within Islamorada, Florida April 22, 2019 through May 24, 2019, attached as Exhibit “A” hereto; and

WHEREAS, the Village Clerk received three (3) proposals in response to RFP 19-05; and

WHEREAS, the Village Manager created an Evaluation Committee (the “Committee”) to review responsive proposals and make a recommendation to the Village Council for the selection of the contractor; and

WHEREAS, the Committee reviewed the three (3) proposals received using the selection
criteria and point system detailed in the RFP and ranked the proposals as follows:

<table>
<thead>
<tr>
<th>Bid Rank</th>
<th>Proposer/Firm Name</th>
<th>Proposal Cost</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>J.A. LaRocco Enterprise, Inc.</td>
<td>$20,300.00</td>
<td>390</td>
</tr>
<tr>
<td>2</td>
<td>3rd Generation Plumbing</td>
<td>$29,600.00</td>
<td>335</td>
</tr>
<tr>
<td>3</td>
<td>V. Engineering &amp; Consulting Corp.</td>
<td>$54,500.00</td>
<td>175</td>
</tr>
</tbody>
</table>

WHEREAS, the Committee recommends J.A. LaRocco Enterprise, Inc., for selection as the top-ranked proposer; and

WHEREAS, the Village Council desires to approve the rankings and select the recommended firm to supply, assemble and install the fire hydrants; and

WHEREAS, the Village Council has determined that the procurement and utilization of these services is in the best interest of the Village and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Approval of Ranking. The Village Council of Islamorada Village of Islands, hereby approves the Committee’s final rankings and recommendation.

Section 3. Authorization of Village Officials. The Village Manager and/or his designee and the Village Attorney are hereby authorized to accept the proposal from J.A. LaRocco Enterprise, Inc. for the services and to negotiate and enter into a Professional Services Agreement with J.A. LaRocco Enterprise, Inc.

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption.

Motion to adopt by Councilman Jim Mooney; second by Councilman Ken Davis.
FINAL VOTE AT ADOPTION
VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Deb Gillis YES
Vice Mayor Mike Forster YES
Councilman Ken Davis YES
Councilwoman Cheryl Meads ABSENT
Councilman Jim Mooney YES

PASSED AND ADOPTED ON THIS 27TH DAY OF JUNE, 2019.

[Signature]
DEB GILLIS, VILLAGE MAYOR

ATTEST:

[Signature]
KELLY TOTH, VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND BENEFIT OF ISLAMORADA,
VILLAGE OF ISLANDS ONLY

[Signature]
ROGER V. BRYAN, VILLAGE ATTORNEY
ISLAMORADA, VILLAGE OF ISLANDS
REQUEST FOR PROPOSALS TO
SUPPLY, ASSEMBLE AND INSTALL TWO (2) FIRE HYDRANTS
WITHIN ISLAMORADA, FLORIDA
(RFP 19-05)

Issue Date: April 22, 2019

Islamorada, Village of Islands (the “Village”), will receive proposals from contractors qualified to supply, assemble and install two (2) fire hydrants at two (2) locations within the Village pursuant to the design and location specified in this Request for Proposals (RFP).

Interested firms are invited to submit Proposals for consideration in accordance with this RFP to the Village Clerk. Original signed Proposal Documents, an electronic copy in Adobe Acrobat PDF format, and three (3) hard copies of the Proposal Documents must be received prior to 3:00 p.m. Eastern Standard Time (EST) on May 24, 2019 by:

Village Clerk
Islamorada, Village of Islands
Village Administrative Center, 3rd Floor
86800 Overseas Highway
Third Floor
Islamorada, Florida 33036
Telephone: (305) 664-6412
Fax: (305) 664-6466

It is the sole responsibility of the firm to ensure that their submittal is received in a timely manner. Any proposal package submitted past the deadline and/or submitted to other locations or offices shall be deemed non-responsive and will be rejected.

I. PURPOSE
The purpose of this RFP is to solicit sealed proposals from qualified firms to assemble and install fire hydrants in two (2) locations within the Village.
II. VILLAGE DESCRIPTION
Islamorada, Village of Islands (the "Village") is a municipality located in the upper Florida Keys and is comprised of four (4) islands spanning approximately eighteen (18) miles. The Village was incorporated in 1997, and the current population is approximately 6,300. Located in the Upper Florida Keys, the Village is approximately 18 linear miles in length with a land area of approximately 3,900 acres.

III. PROJECT DESCRIPTION
The project consists of the assembly and installation of fire hydrants at two (2) locations within Islamorada on Toll Gate Boulevard and on Palm Drive.

In 2016, Reynolds Engineering Services, Inc. ("Reynolds") prepared design and installation specifications for the fire hydrants. Contractor shall follow Reynolds' specifications in assembly and installation of the fire hydrants as contained in Exhibit B (Palm Drive) and Exhibit C (Tollgate Boulevard).

IV. SCOPE OF WORK
The proposed services include:

- Contractor shall furnish all labor, materials, equipment, tools and all other associated appurtenances necessary to do the work, including but not limited to unloading, hauling and installation of the fire hydrant assemblies or stand-alone fire hydrants and appurtenances.
- Remove any surfacing, as required
- Excavate the trenches and pits to the required dimensions
- Tap existing water mains, install valves, lay pipe, install fire hydrants
- Test the pipe, fittings, valves and appurtenances for pressure and bacteria
- Backfill and consolidate the trenches and pits
- Maintain all surfaces over the trenches until surface restoration is completed
- Restore the surfaces unless otherwise stipulated
- Remove surplus excavated material
- Clean and restore the work site

V. ELIGIBILITY CRITERIA
To be eligible for selection consideration, interested consultants/firms must submit one (1) original printed package, three (3) printed copies, and one (1) electronic copy on CD or flash drive. The electronic copy should be identical to the original printed package, in natively converted PDF format. The Proposal shall be enclosed in a sealed envelope and be plainly marked on the upper left-hand corner with the name and address of the Bidder and bear the following title: Islamorada, Village of Islands “Request for Proposals - To Supply, Assemble and Install Two (2) Fire Hydrants within Islamorada, Florida (RFP 19-05).
Bid packages must contain the following information:

1. **Cover Letter:** Provide a cover letter introducing your proposal and detailing the personnel proposed for the project.

2. **Project Examples:** Provide at least three (3) examples of successfully implemented projects that demonstrate experience with the services described in the scope of work, preferably in a local government setting. Include the client name, project name, project location and summary of services performed.

3. **Project Approach and Time Line:** Provide in specific detail the method that will be used to supervise, inspect and report to Village staff the progress of the Project. Include the proposed time line for the project including the time for commencement, permitting, submittals and completion of the Project.

4. **Fee Schedule:** Provide a lump sum fee for the assembly and installation of each fire hydrant. One-third of the lump sum fee will be remitted upon execution of a service agreement, one-third of the lump sum fee will be remitted upon permitting and one-third of the lump sum fee will be remitted upon completion of the project.

5. **State Authorization to Transact Business:** Provide proof of authorization to transact business in the State from the Florida Secretary of State, if applicable and registration from Islamorada, Village of Islands, Building Department.

6. **Firm References:** Provide a list and description of at least three (3) of the most recent contracts the firm has had where services similar to those contemplated by this RFP were provided.

7. **Insurance:** Provide proof of professional liability insurance, commercial general liability insurance, commercial automobile liability insurance, and worker's compensation insurance coverage as required by law as explained in Exhibit A to this RFP.

**VI. EVALUATION SCORING AND TIMELINE**

An Evaluation Committee will convene after the opening of the proposals to evaluate proposals for recommendation to the Village Council.
The point system for scoring of proposals will be as follows:

<table>
<thead>
<tr>
<th>Category</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Overview</td>
<td>0-20</td>
</tr>
<tr>
<td>Similar Project Experience/References</td>
<td>0-30</td>
</tr>
<tr>
<td>Approach</td>
<td>0-40</td>
</tr>
<tr>
<td>Fee Schedule</td>
<td>0-50</td>
</tr>
<tr>
<td><strong>Total Points</strong></td>
<td><strong>140</strong></td>
</tr>
</tbody>
</table>

The Village reserves the right to accept or reject any or all Bids; to waive irregularities, technical errors and formalities; and to select a qualified firm(s) to provide the Services as it deems will best serve the interest of the Village.

All inquiries and requests for clarification or interpretation regarding this Invitation to Bid shall be made in writing to the attention of the Procurement and Grants Administrator by mail to 86800 Overseas Highway, Islamorada, Florida 33036; by email to ana.hernandez@islamorada.fl.us; or by fax to (305) 664-6464 no later than May 17, 2019.

The Village shall issue appropriate addenda as necessary on the Village’s website at http://www.islamorada.fl.us/. No oral change or interpretation of the provisions contained in this Request for Proposal is valid. Written addenda shall be issued when changes, clarifications or amendments to the Invitation to Bid document are deemed necessary. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

**VII. CONFIDENTIALITY AND PUBLIC RECORDS**

The Proposal Documents and related materials received from the Firms in response to this RFP will become the property of the Village and will not be returned. The Village is a public agency subject to the Florida Public Records Law.

Upon the Village’s notice of a decision or intended decisions on selection of a Proposer or within ten (10) days after the opening of the Proposal Documents, whichever is earlier, any material submitted in response to this RFQ will become a “public record” and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Florida Public Records Law). All documents submitted to the Village pursuant to this RFQ are public records or documents subject to disclosure, except as specifically exempted by Florida law or Applicable Law. The Village reserves the right to make all final determination(s) of the applicability of the Florida Public Records Law.

By submitting their Proposals, each Firm expressly acknowledges and agrees that the Village will not be responsible or liable in any way for any losses that the Firm may suffer from disclosure of information or materials to third parties and the Firm agrees to defend, indemnify, and hold harmless the Village from all costs (including reasonable attorneys’ fees) arising from or related to any action under Florida Public Record’s Law.
EXHIBIT A

REQUIRED INSURANCE
FOR
THE VILLAGE OF ISLAMORADA

Contractor shall, at its own expense, procure and maintain throughout the duration of the Agreement, with insurers acceptable to the Village, the types and amounts of insurance conforming to the minimum requirements set forth herein. With respect to the Professional/Pollution policy(ies), Contractor shall provide to the Village a certified copy of the insurance policy or policies which provide the coverage described below. With respect to all other coverages, as evidence of compliance with the insurance required herein, Contractor shall furnish the Village with:

(a) a fully completed satisfactory Certificate of Insurance evidencing all coverage required herein. Also, a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of the Village and the Village’s council members, officials, officers and employees as additional insureds in the Commercial General Liability coverage;

(b) the original of the policy(ies); or

(c) other evidence satisfactory to the Village.

Until such insurance is no longer required by this Agreement, Contractor shall provide the Village with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

If requested to do so by the Village, Contractor shall, within thirty (30) days after receipt of a written request from the Village, provide the Village with a certified, complete copy of the policies of insurance providing the coverage required.

Workers’ Compensation/Employer’s Liability Insurance
Such insurance shall be no more restrictive than that provided by the Standard Workers’ Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers’ Compensation Act, where appropriate, coverage is to be included for the Federal Employer’s Liability Act and any other applicable Federal or State law. The policy must be endorsed to provide the Village with 30 days’ notice of cancellation. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

<table>
<thead>
<tr>
<th>Part One: &quot;Statutory&quot;</th>
<th>Part Two:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Each Accident</td>
</tr>
<tr>
<td>$ 1,000,000</td>
<td>Disease - Policy Limit</td>
</tr>
<tr>
<td>$ 1,000,000</td>
<td>Disease - Each Employee</td>
</tr>
</tbody>
</table>

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ASSEMBLY AND INSTALLATION OF FIRE HYDRANTS
WITHIN ISLAMORADA, FLORIDA
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The Workers' Compensation Policy must be endorsed to waive the insurer's right to subrogate against the Village, and its members, officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver Of Our Right To Recover From Others Endorsement (Advisory Form WC 00 03 13) with the Village, and its council members, officials, officers and employees scheduled thereon.

**Commercial General Liability Insurance**

Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those required by ISO or the state of Florida or those described below. The coverage may include restrictive endorsements which exclude coverage for liability arising out of:

- Mold, fungus, or bacteria
- Terrorism
- Sexual molestation

The Village and the Village's council members, officials, officers, agents and employees shall be included as an "Additional Insureds" on a form no more restrictive than ISO Form CG 20 10 (Additional Insured - Owners, Lessees, or Contractors). The policy must be endorsed to provide the Village with 30 days' notice of cancellation. The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

- $1,000,000 General Aggregate
- $1,000,000 Products/Completed Operations Aggregate
- $1,000,000 Personal and Advertising Injury
- $1,000,000 Each Occurrence

**Automobile Liability Insurance**

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the work. The policy must be endorsed to provide the Village with 30 days' notice of cancellation. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

- $1,000,000 Each Occurrence - Bodily Injury and Property Damage Combined

**Professional Liability Insurance**

Such insurance shall be on a form acceptable to the Village and shall cover Contractor for liability arising out of the rendering or failure to render professional services in the performance of the services required in the Agreement including any hold harmless and/or indemnification agreement. The policy must be endorsed to provide the Village with 30 days' notice of cancellation.

The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

- $1,000,000 Each Claim
- $1,000,000 Annual Aggregate
The insurance provided by Contractor shall apply on a primary basis. Any insurance, or self-insurance, maintained by the Village shall be excess of, and shall not contribute with, the insurance provided by Contractor.

Except where prior written approval has been obtained hereunder, the insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. Contractor shall pay on behalf of the Village or the Village's council members, officials, officers, agents and employees any deductible or self-insured retention applicable to a claim against the Village or the Village's council, officials, officers, agents and employees.

Compliance with these insurance requirements shall not limit the liability of Contractor. Any remedy provided to the Village by the insurance provided by Contractor shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of Contractor) available to the Village under the Agreement or otherwise.

Neither approval nor failure to disapprove insurance furnished by Contractor shall relieve Contractor from responsibility to provide insurance as required by this Agreement.

Certificates of Insurance must be completed as follows:

1. **Certificate Holder**
The Village of Islamorada
86800 Overseas Highway
Islamorada, Florida 33036

2. **Additional Insured for Commercial General Liability**
The Village of Islamorada and its Council members, officials, officers and employees