



**TOWN OF LAKE PARK**

**535 Park Ave.**

**Lake Park, Florida 33403**

**REQUEST FOR PROPOSALS (RFP) No. 103-2023**

**PROJECT:**

**WATER TREATMENT SERVICES FOR TOWN IRRIGATION SYSTEMS**

**Date of Distribution: January 20, 2023, at 9:00 AM EDT**

**Response Due Date: February 3, 2023, at 10:00 AM EDT**

**Issuing Department: Public Works**



**Owner:**

TOWN of Lake Park, Florida

Michael O'Rourke, Mayor  
Kimberly Glas-Castro, Vice-Mayor  
Roger Michaud, Commissioner  
John Linden, Commissioner  
Mary Beth Taylor, Commissioner

**Owner's Representative:**

John O. D'Agostino, Town Manager  
535 Park Avenue  
Lake Park, Florida 33403  
Phone: 561.881.3304  
Fax: 561.881.3314

**Project Manager:**

Dwayne Bell, Operations Manager  
640 Old Dixie Hwy, Lake Park, FL 33403  
561-881-3345



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**List of Exhibits Attached**  
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# WATER TREATMENT SERVICES FOR TOWN IRRIGATION SYSTEMS



## TOWN OF LAKE PARK

### REQUEST FOR PROPOSAL (RFP) 103-2023

#### WATER TREATMENT SERVICES FOR TOWN IRRIGATION SYSTEMS

The Town of Lake Park is soliciting proposals from vendors to provide Water Treatment Services for Town Irrigation Systems.

In the scope of services, the vendor must be able to furnish, install and maintain on a monthly basis a rust inhibitor system at five (5) Town properties. The monthly cost of the rust prevention services shall be based on a maximum irrigation frequency of four (4) days per week at the following locations.

Facility Name/Address:

1. CRA Parking Lot/8<sup>th</sup> Street and Foresteria Drive
2. Ilex Park/Intersection of 8<sup>th</sup> Street and Ilex Court
3. Blakely Park/Intersection of 2<sup>nd</sup> Street and East Jasmine Drive
4. Lake Shore Park/701 Lake Shore Drive
5. Kelsey Park/601 Federal Highway

**The anticipated contract term resulting from this RFP is for a period of three (3) years, the first-year contract term will run from March 2, 2023 - September 30, 2023. The contract term for years two and three will commence on October 1 of 2023 and 2024.**

**Your proposal must include language detailing what the percentage increase in the monthly price will be each year after year one.**

Request for Proposal documents is available beginning January 20, 2023, at 9:00 AM EDT at [www.demandstar.com](http://www.demandstar.com).

Bidders are encouraged to visit all locations. Site visits can be scheduled by contacting Public Works at (561) 881-3345. Escorted site visits by staff will conclude after January 30, 2023.

Responses will be accepted digitally via [www.demandstar.com](http://www.demandstar.com) until February 3, 2023, at 10:00 AM EDT.

Proposals will not be accepted in any other format other than the one specified above. Late proposals will not be accepted. All Proposers are advised to closely examine the Solicitation package and to become familiar with the scope of services in this solicitation. Any questions regarding the completeness or substance of the Solicitation package or specifications must be submitted to the Town of Lake Park Town Clerk's Office at [townclerk@lakeparkflorida.gov](mailto:townclerk@lakeparkflorida.gov) by January 27, 2023, at 2:00 PM EDT.

The Town of Lake Park reserves the right to accept or reject any or all Proposals, in whole or in part, with or without cause, to waive any irregularities and/or technicalities, and to award the equipment purchase on such coverage and terms it deems will best serve the interests of the Town.

## WATER TREATMENT SERVICES FOR TOWN IRRIGATION SYSTEMS



All proposed prices shall be guaranteed firm for a minimum of 90 calendar days after submission of the Proposal.

The Town of Lake Park is exempt from Federal and State Taxes for tangible personal property taxes.

All proposers are advised that the Town has not authorized the use of the Town seal by individuals or entities responding to Town invitations to bid or requests for proposals, and that any such use by unauthorized persons or entities constitutes a second-degree misdemeanor pursuant to Section 165.043, Florida Statutes. All proposers are further advised that the Town will not supply or sell materials to proposers in connection with submission of preparation of proposals, or any other matter, including but not limited to envelopes, labels, or tape.

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TOWN OF LAKE PARK, FLORIDA

Vivian Mendez, Town Clerk

Lake Park Town Hall

535 Park Avenue

Lake Park, Florida 33403

Published on:



## **PART I – GENERAL INFORMATION**

### **1. PROJECT OVERVIEW**

The Town of Lake Park is soliciting quotes from vendors to provide Water Treatment Services for Town Irrigation Systems.

In the scope of services, the vendor must be able to furnish, install and maintain on a monthly basis a rust inhibitor system at five (5) Town properties. The monthly cost of the rust prevention services shall be based on a maximum irrigation frequency of four (4) days per week at the following locations.

The anticipated contract term resulting from this RFP is for a period of three (3) years, the first-year contract term will run from March 2, 2023 - September 30, 2023. The contract term for years two and three will commence on October 1 of 2023 and 2024.

**Facility Name/Address:**

1. CRA Parking Lot/8<sup>th</sup> Street and Foresteria Drive
2. Ilex Park/Intersection of 8<sup>th</sup> Street and Ilex Court
3. Blakely Park/Intersection of 2<sup>nd</sup> Street and East Jasmine Drive
4. Lake Shore Park/701 Lake Shore Drive
5. Kelsey Park/601 Federal Highway

### **2. PROCUREMENT SCHEDULE**

The anticipated Schedule for this Solicitation is as follows:

<b>Item</b>	<b>Date/Time</b>
<b>Solicitation Issued</b>	January 20, 2023, at 9:00 AM EDT
<b>Site Visits Upon Request</b>	Must schedule by January 30, 2023
<b>Deadline for Receipt of Questions</b>	January 27, 2023, at 2:00 PM EDT
<b>Submission Deadline</b>	February 3, 2023, at 10:00 AM EDT
<b>Contract Award</b>	March 1, 2023

### **3. SELECTION PROCESS AND EVALUATION**





Award of any contract which may result from this solicitation will be made to the Offeror that has submitted the lowest-priced proposal, and which has been determined to be fully responsible, and fully responsive to all requirements as detailed in this solicitation and its associated project manual. The winning Offeror must also be fully responsible, which includes, but is not limited to, being fully licensed, qualified, and able to complete the work.

#### **4. PROPOSAL SUBMISSION AND WITHDRAWAL**

To be considered for award, proposals must include all required forms, and must be timely submitted prior to the deadline as established in Section 2.

Proposals will not be accepted in any other format other than the specified above. Late proposals will not be accepted.

A Proposal shall be irrevocable unless the Proposal is withdrawn by contacting [townclerk@lakeparkflorida.gov](mailto:townclerk@lakeparkflorida.gov) prior to the submission deadline.

All proposed pricing shall be guaranteed firm for a minimum 90 calendar days after submission of the Proposal.

#### **5. DEFINITIONS**

- a. Contract or Agreement: The Request for Proposal, all addenda issued thereto, all affidavits, all exhibits, the signed agreement, and all related documents that comprise the totality of the contract or agreement between the Town and the Offeror.
- b. Contractor: successful Offeror that is awarded a contract to provide the goods or services to the Town.
- c. Proposal Submittal forms: forms which must be completed and submitted with the Proposal are available at [www.demandstar.com](http://www.demandstar.com).
- d. Proposer: person or firm submitting a response to this Request for Proposal.
- e. Purchasing Department: The Purchasing Department of the Town of Lake Park, Florida.
- f. Responsible Offeror: An Offeror that has the capability in all respects to perform in full the contract requirements, as stated in the Request for Proposal, and the integrity and reliability that will assure good-faith performance.
- g. Responsive Offeror: An Offeror whose Proposal conforms in all material respects to the terms and conditions included in the Request for Proposal.
- h. Solicitation or Request for Proposal (RFP): this Solicitation documentation, including any and all addenda.
- i. Town: shall refer to the Town of Lake Park, Florida.

### **PART II – PROCUREMENT GUIDELINES, TERMS AND CONDITIONS**

#### **6. CONE OF SILENCE**



Pursuant to Section 2-355 of the Palm Beach County Ordinance No. 2011-039, and the purchasing policies of the Town of Lake Park, all Solicitations, once advertised and until the appropriate authority has approved an award recommendation, are under the “Cone of Silence”. This restricts communication and requires documentation of communications between potential Offerors and/or Offerors on Town Solicitations, the Town’s professional staff, and the Town Commission members.

### **7. COMMUNICATION PROTOCOL**

All questions, requests for clarifications or additional information and communications concerning this procurement process must be directed to the Town Clerk. The Town will record its responses to questions, if any, and address them in the form of a written addendum. All communication must be in writing – no exceptions.

### **8. ADDENDUM**

The Town Clerk may issue an addendum in response to any inquiry received, prior to the due date for Proposals, which changes, adds, or clarifies the terms, provisions, or requirements of the Solicitation. The Offeror should not rely on any representation, statement, or explanation, whether written or verbal, other than those made in the Solicitation document or in the addenda issued. Where there appears to be a conflict between the Solicitation and any addenda, the last addendum issued shall prevail. It is the Offeror’s responsibility to ensure receipt of all addenda, and any accompanying documentation. The Offeror is required to submit with its Proposal a signed “Acknowledgement of Addenda” form, when any addenda have been issued (see “List of Exhibits” for a complete catalog of all required forms).

Note, that December 27, 2022, at 2:00 PM EDT, is the deadline for receipt of questions. Questions should be submitted according to the communication protocol established in Section 2.4.

### **9. LEGAL REQUIREMENTS**

This Solicitation is subject to all legal requirements contained in the applicable Town Ordinances and Resolutions, as well as all applicable local, State, and Federal Statutes. Where conflict exists between this Solicitation and these legal requirements, the authority shall prevail in the following order; Federal, State and local.

### **10. CHANGE OF PROPOSAL**

Prior to the scheduled due date for Proposals, an Offeror may change its Proposal by contacting Town Clerk’s Office at [townclerk@lakeparkflorida.gov](mailto:townclerk@lakeparkflorida.gov) and submitting a new Proposal in the



same manner as the original Proposal at [www.demandstar.com](http://www.demandstar.com). The new submittal shall contain the letter and all information as required for submitting the original Proposal. No changes to a Proposal will be accepted after Proposals have been opened.

## **11. CONFLICTS WITHIN THE SOLICITATION**

Where there appears to be a conflict between the General Terms and Conditions, special Conditions, the Scope of Services, and/or Description of Items, the Proposal Submittal forms, or any addendum issued, the order of precedence shall be: the last addendum issued, the Proposal Submittal forms, the Scope of Services and/or Description of items, the Special Conditions, and then the General Terms and Conditions.

## **12. PROMPT PAYMENT TERMS**

It is the policy of the Town of Lake Park that payment for all purchases by Town departments shall be made in a timely manner. The Town will pay the successful Offeror upon receipt and acceptance of the goods or services by a duly authorized representative of the Town. However, the successful Offeror will be required to submit all required final close-out forms, as detailed within the project manual, prior to final payment. In accordance with Florida Statutes, Section 218.74, the time at which payment shall be due from the Town shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. Proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the Town Manager or designee, not later than sixty (60) days after the date on which the proper invoice was received by the Town.

## **13. PREPARATION OF PROPOSALS**

- a. All Proposals must include every form included within this solicitation. The submittal forms define requirements of services to be performed or items to be purchased and must be completed and submitted with the Proposal. Use of any other forms will result in the rejection of the Proposal. The Proposal submittal forms must be legible. Offerors shall use typewriter, computer, or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Proposal to be rejected.
- b. An authorized agent of the Offeror's firm must sign the Proposal submittal forms where indicated. Failure to sign the Signature Page of the Proposal shall render the Proposal non-responsive, and therefore subject to disqualification.
- c. The Offeror must identify any exceptions it takes to the terms and conditions of the Solicitation and contract. Exceptions will not automatically result in the Offeror being deemed non-responsive; however, such a determination is at the discretion of the Town. Offerors are cautioned that they may be considered non-responsive if Proposals are conditioned to modifications, changes, or revisions to the terms and conditions of this Solicitation.



- d. The Offeror may submit alternate Proposal(s) for the same Solicitations provided that such Proposal is allowable under the terms and conditions. The alternate Proposal must meet or exceed the minimum requirements and be submitted as a separate Proposal marked "Alternate Proposal".
- e. Late Proposals will not be accepted and will be returned to the sender unopened. It is the Offeror's responsibility to ensure timely delivery by the due date and time, and at the place stated in this Solicitation. No exceptions will be made due to weather, carrier, traffic, illness or other issues.

#### **14. CANCELLATION OF SOLICITATION**

The Town of Lake Park reserves the right to cancel, in whole or in part, any Request for Proposal when it is in the best interest of the Town.

#### **15. AWARD OF CONTRACT**

- a. Any contracts arising from this RFP may be awarded to the responsive and responsible Offeror meeting all requirements as set forth in the Solicitation. The Town reserves the right to reject any and all Proposals, to waive irregularities or technicalities, and to re-advertise for all or any part of this Solicitation as deemed in its best interest. The Town shall be the sole judge of its best interest.
- b. The Town reserves the right to reject any and all Proposals if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the Town's best interest to do so.
- c. The Offeror's prior performance as a prime contractor or subcontractor on previous Town contracts shall be considered in evaluating the Proposal received for this Solicitation.
- d. Award of this Proposal may be predicated on compliance with and submittal of all required documents as stipulated in the Solicitation.
- e. The Town reserves the right to request and evaluate additional information from any Offeror after the due date for Proposals, as the Town deems necessary.

#### **16. WARRANTY**

All warranties express and implied shall be made available to the Town for goods and services covered by this Solicitation. All goods and services furnished shall be fully guaranteed by the successful Offeror against defects and workmanship for the life of the product. At no expense to the Town, the successful Offeror shall correct any and all apparent and latent defects that may occur within the standard warranty.

#### **17. PROTEST**



A recommendation for contract award or rejection of award may be protested by an Offeror, as further described within the Town's purchasing ordinance.

## **18. LAWS AND REGULATIONS**

The successful Offeror shall comply with all laws and regulations applicable to provide the goods or services specified in this solicitation. The Offeror shall be familiar with all federal, state, and local laws that may affect the goods and/or services offered.

## **19. LICENSES, PERMITS AND FEES**

The successful Offeror shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations, and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the Town or a successful Offeror for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the successful Offeror.

## **20. SUBCONTRACTING**

Unless otherwise specified in the Solicitation, the successful Offeror shall not subcontract any portion of the work without the prior written consent of the Town. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the Town shall constitute a material breach of the agreement and may result in termination of the contract for default.

## **21. ASSIGNMENT**

The successful Offeror shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title, or interest therein, or its power to execute such contract to any person, company, or corporation without the prior written consent of the Town. Assignment without the prior consent of the Town may result in termination of the contract for default.

## **22. SHIPPING TERMS**

Unless otherwise specified in the Solicitation, prices quoted shall be Free on Board (F.O.B.) Destination. Freight shall be included in the proposed price.

## **23. RESPONSIBILITIES AS EMPLOYER**



The employee(s) of the successful Offeror shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the Town or any of its departments. The successful Offeror shall provide physically competent employee(s) capable of performing the work as required. The Town may require the successful Offeror to remove any employee it deems unacceptable. All employees of the successful Offeror shall wear proper identification.

It is the successful Offeror's responsibility to ensure that all its employees and subcontractors comply with the employment regulations required by the US Department of Homeland Security. The Town shall have no responsibility to check or verify the legal immigration status of any employee of the successful Offeror.

#### **24. INDEMNIFICATION and INSURANCE**

The successful Offeror shall indemnify and hold harmless the Town and its officers, employees, agents, and instrumentalities from any and all liability, losses, or damages, including attorney's fees and costs of defense, which the Town or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of the agreement by the successful Offeror or its employees, agents, servants, partners, principals, or subcontractors. The successful Offeror shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the Town, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The successful Offeror expressly understands and agrees that any insurance protection required by this contract agreement or otherwise provided by the successful Offeror shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Town or its officers, employees, agents, and instrumentalities as herein provided.

The selected Offerors shall not commence any performance pursuant to the terms of this RFP until certification or proof of insurance has been received and approved by the Town's Risk Coordinator or designee.

The required insurance coverage is to be issued by an insurance company authorized, licensed and registered to do business in the State of Florida, with the minimum rating of B+ or better, in accordance with the latest edition of A.M. Best's Insurance Guide. This insurance shall be documented in certificates of insurance which provides that the Town of Lake Park shall be notified at least thirty (30) days in advance of cancellation, non-renewal, or adverse change. The receipt of certificates or other documentation of insurance or policies or copies of policies by the Town or by any of its representatives, which indicate less coverage than is required, does not constitute a waiver of the selected Offeror's obligation to fulfill the insurance requirements herein. Deductibles must be acceptable to the Town of Lake Park.

The selected Offeror must submit a current Certificate of Insurance, naming the Town of Lake Park as an additional insured and listed as such on the insurance certificate. New certificates of insurance are to be provided to the Town upon expiration.



The selected Offeror shall provide insurance coverage as follows:

- a. **WORKERS' COMPENSATION INSURANCE** in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than \$100,000 for each accident, not less than \$100,000 for each disease, and not less than \$500,000 aggregate.
- b. **ADDITIONAL INSURANCE REQUIREMENTS**, if applicable, will be listed below.  
Not applicable

## **25. COLLUSION**

A Offeror shall submit an affidavit under the penalty of perjury, on a form provided by the Town, stating that the contractor is not related to any of the other parties proposing in the competitive Solicitation; and attesting that the Proposal is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named, and that the Offeror has not, directly or indirectly, induced or solicited any other Offeror to put in a sham Proposal, or any other person, firm, or corporation to refrain from proposing, and that the Offeror has not in any manner sought by collusion to secure to the Offeror an advantage over any other Offeror. In the event a recommended Offeror identifies related parties in the competitive Solicitation, its Proposal shall be presumed to collusive and the recommended Offeror shall be ineligible for award unless that presumption is rebutted to the satisfaction of the Town. Any person or entity that fails to submit the required affidavit shall be ineligible for contract award.

## **26. MODIFICATION OF CONTRACT**

The contract may be modified by mutual consent, in writing, through the issuance of a modification to the contract, a supplemental agreement, purchase order, or change order, as appropriate.

## **27. TERMINATION FOR CONVENIENCE**

The Town, at its sole discretion, reserves the right to terminate any contract entered into pursuant to this RFP with or without cause immediately upon providing written notice to the awarded Offeror. Upon receipt of such notice, the awarded Offeror shall not incur any additional costs under the contract. The Town shall be liable only for reasonable costs incurred by the awarded Offeror prior to the date of the notice of termination. The Town shall be the sole judge of "reasonable costs."

## **28. TERMINATION FOR DEFAULT**





The Town reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the awarded Offeror fails to perform in accordance with the terms and conditions stated herein by providing written notice of such failure or default and by specifying a reasonable time period within which the awarded Offeror must cure any such failure to perform or default. The awarded Offeror's failure to timely cure any default shall serve to automatically terminate any contract entered into pursuant to this RFP.

The Town further reserves the right to suspend or debar the awarded Offeror in accordance with the appropriate Town ordinances, resolutions, and/or policies. The vendor will be notified by letter of the Town's intent to terminate. In the event of termination for default, the Town may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement costs shall be borne by the incumbent Offeror.

## **29. FRAUD AND MISREPRESENTATION**

Any individual, corporation, or other entity that attempts to meet its contractual obligations with the Town through fraud, misrepresentation, or material misstatement, may be debarred for up to five (5) years. The Town, as a further sanction, may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

## **30. ACCESS AND AUDIT OF RECORDS**

The Town reserves the right to require the successful Offeror to submit to an audit by an auditor of the Town's choosing at the successful Offeror's expense. The successful Offeror shall provide access to all of its records, which relate directly or indirectly to this contract, at its place of business during regular business hours.

The successful Offeror shall retain all records pertaining to this contract, and upon request, make them available to the Town for three (3) years following expiration of the contract. The successful Offeror agrees to provide such assistance as may be necessary to facilitate the review or audit by the Town to ensure compliance with applicable accounting and financial standards.

## **31. OFFICE OF THE INSPECTOR GENERAL**

Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed Town programs, contracts, transactions, accounts and records. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all Town contracts.

## **32. PRE-AWARD INSPECTION**





The Town may conduct a pre-award inspection of the Offeror's premises or hold a pre-award qualification hearing to determine if the Offeror is capable of performing the requirements of this Solicitation.

### **33. PROPRIETARY/CONFIDENTIAL INFORMATION**

Offerors are hereby notified that all information submitted as part of, or in support of Proposal submittals will be available for public inspection after the opening of Proposals in compliance with Chapter 119 of the Florida Statutes, popularly known as the "Public Record Law." The Offeror shall not submit any information in response to this solicitation that Offeror considers a trade secret, proprietary, or confidential. The submission of any information to the Town in connection with this Solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection that would otherwise be available to the Offeror. In the event that the Offeror submits information to the Town in violation of the restriction, either inadvertently or intentionally, and clearly identifies that information in the Proposal as protected or confidential, the Town may, in its sole discretion, either (a) communicate with the Offeror in writing in an effort to obtain the Offeror's withdrawal of the confidentiality restriction, or (b) endeavor to redact and return that information to the Offeror as quickly as possible, and if appropriate, evaluate the balance of the Proposal. The redaction or return of information pursuant to this clause may render a Proposal non-responsive.

### **34. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA)**

Any person or entity that performs or assists the Town of Lake Park with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and /or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPPA) OF 1996.

HIPPA mandates for privacy, security, and electronic transfer standards include, but are not limited to:

- a.** Use of information only for performing services required by the contract or as required by law;
- b.** Use of appropriate safeguards to prevent non-permitted disclosures;
- c.** Reporting to the Town of Lake Park any non-permitted use or disclosure;
- d.** Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Offeror and reasonable assurances that IIHI/PHI will be held confidential;
- e.** Making Protected Health Information (PHI) available to the customer;
- f.** Making PHI available to the customer for review and amendment, and incorporating any amendments requested by the customer.
- g.** Making PHI available to the Town of Lake Park for an accounting of disclosures; and



- h.** Making internal practices, books, and records related to PHI available to the Town of Lake Park for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records and/or electronic transfer of data). The successful Offeror must give its customers written notice of its privacy information practices, including specifically, a description of the types of uses and disclosures that would be made with protected health information.

### **35. ADDITIONAL FEES AND SURCHARGES**

Unless provided for in the contract/agreement, the Town will not make any additional payments such as fuel surcharges, demurrage fees, or delay-in-delivery charges.

### **36. COMPLIANCE WITH FEDERAL STANDARDS**

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

### **37. BINDING EFFECT**

All of the terms and provisions of this contract/agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors, and permitted assigns.

### **38. SEVERABILITY**

If any part of this contract is contrary to, prohibited by, or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.

### **39. GOVERNING LAW AND VENUE**

Any contract arising from this solicitation and all transactions contemplated by this agreement shall be governed by and enforced in accordance with the laws of the State of Florida without regard to any contrary conflicts of law principle. Venue of all proceedings in connection herewith shall lie exclusively in Palm Beach County, Florida, and each party hereby waives whatever its respective rights may have been in the selection of venue.



#### **40. ATTORNEY'S FEES**

If either party is required to initiate a legal action, including appeals, to enforce this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

#### **41. EQUAL OPPORTUNITY AND ANTI-DISCRIMINATION**

The Town of Lake Park complies with all laws of prohibiting discrimination on the basis of age, race, gender, religion, creed, political affiliation, sexual orientation, physical or mental disability, color or national origin, and therefore is committed to assuring equal opportunity in the award of contracts and encourages small, local, minority and female-owned businesses to participate.

During the performance of this contract, successful Offeror agrees it will not discriminate or permit discrimination in its hiring practices or in its performance of the contract. The successful Offeror shall strictly adhere to the equal employment opportunity requirements and any applicable requirements established by the State of Florida, Palm Beach County and the federal government.

The successful Offeror further acknowledges and agrees to provide the Town with all information and documentation that may be requested by the Town from time to time regarding the Solicitation, selection, treatment, and payment of subcontractors, suppliers, and vendors in connection with this contract.

#### **42. CRIMINAL HISTORY BACKGROUND CHECKS**

Prior to hiring a contract employee or contracting with a Offeror, the Town may conduct a comprehensive criminal background check by accessing any Federal State, or local law enforcement database available. The contract employee or Offeror will be required to sign an authorization for the Town to access criminal background information. The costs for the background checks shall be borne by the Town.

#### **43. LABOR, MATERIALS, AND EQUIPMENT**

Unless specified elsewhere in the Solicitation or resultant contract, all labor, materials, and equipment required for the performance of the requirements of the contract shall be supplied by the successful Offeror.

#### **44. MINIMUM WAGE REQUIREMENTS**

The successful Offeror shall comply with all minimum wage requirements, such as Living Wage requirements, minimum wages based on Federal Law, minimum wages based on the Davis-Bacon Act, and the provisions of any other employment laws, as may be applicable to this contract.



#### **45. PUBLIC RECORDS**

Florida law provides that municipal records shall at all times be available to the public for inspection. Chapter 119, Florida Statutes, the Public Records Law requires that all material submitted in connection with a Proposal response shall be deemed to be public record subject to public inspection upon award, recommendation for award, or thirty (30) days after Proposal opening, whichever occurs first. Certain exemptions to public disclosure are statutorily provided for in Section 119.07, Florida Statutes.

If the Offeror believes any of the information contained in his/her/its Proposal is considered confidential and/or proprietary, inclusive of trade secrets as defined in Section 812.081, Florida Statutes, and is exempt from the Public Records Law, then the Offeror must, in its response, specifically identify the material which is deemed to be exempt and state the legal authority for the exemption. All materials that qualify for exemption from Chapter 119, Florida Statutes or other applicable law must be submitted in a separate envelope, clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE" with the firm's name and the Proposal number clearly marked on the outside. The Town will not accept Proposals when the entire Proposal is labeled as exempt from disclosure. The Town's determination of whether an exemption applies shall be final, and the Offeror agrees to defend, indemnify, and hold harmless the Town and the Town's officers, employee, and agents against any loss or damages incurred by any person or entity as a result of the Town's treatment of records as public records.

The selected Offeror(s) shall keep and maintain public records and fully comply with the requirements set forth at Section 119.0701m Florida Statutes; failure to do so shall constitute a material breach of any and all agreements awarded pursuant to this RFP.

#### **46. CONFLICTS OF INTEREST**

All Offerors must disclose within their Proposal the name of any officer, director, or agent who is also an employee of the Town of Lake Park. Further, all Offerors must disclose the name of any Town employee who has any interest, financial or otherwise, direct or indirect, of five percent (5%) or more in the Offerors' firm or any of its branches. Failure to disclose any such affiliation will result in disqualification of the Offeror from this Solicitation and may be grounds for further disqualification from participating in any future Solicitations with the Town.

#### **47. PUBLIC ENTITY CRIMES**

As provided in Section 287.133(2) (a), Florida Statutes, a person or affiliate who has been placed on the convicted vendors list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity; may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals on leases of real property to a public entity; may not be



successful or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity.

#### **48. OTHER GOVERNMENTAL AGENCIES**

If an Offeror is successfully awarded a contract as a result of this Solicitation, the Offeror shall allow other governmental agencies to access this contract and purchase the goods and services under the terms and conditions at the prices awarded.

#### **49. COMPLETION OF WORK AND DELIVERY**

All work shall be performed and all deliveries made in accordance with good commercial practice. The work schedule and completion dates shall be presented to the Town, and adhered to by the successful Offeror, except in such cases where the completion date will be delayed due to acts of nature, force majeure, strikes or other causes beyond the control of the successful Offeror.

#### **50. FAILURE TO DELIVER OR COMPLETE WORK**

Should the successful Offeror fail to deliver or complete the work within the time stated in the contract, it is hereby agreed and understood that the Town reserves the authority to cancel the contract with the successful Offeror and secure the services of another vendor to purchase the items or complete the work.

If the Town exercises this authority, the Town shall be responsible for reimbursing the successful Offeror for work that was completed, and items delivered and accepted by the Town in accordance with the contract specifications. The Town may, at its option, demand payment from the successful Offeror, through an invoice or credit memo, for any additional costs over and beyond the original contract price that were incurred by the Town as a result of having to secure the services of another vendor.

#### **51. CORRECTING DEFECTS**

The successful Offeror shall be responsible for promptly correcting any deficiency, at no cost to the Town, within three (3) calendar days after the Town notifies the successful Offeror of such deficiency in writing. If the successful Offeror fails to correct the defect, the Town may (a) place the successful Offeror in default of its contract; and/or (b) procure the products or services from another source and charge the successful Offeror for any additional costs that are incurred by the Town for this work or items, either through a credit memorandum or through invoicing.

#### **52. ACCIDENT PREVENTION AND SAFETY**



Precautions shall be exercised at all times for the protection of persons and property. All successful Offerors performing services or delivering goods under this contract shall conform to all relevant OSHA, State, and Town regulations during the course of such effort. Any fines levied by the above-mentioned authorities for failure to comply with these requirements shall be borne solely by the successful Offeror. Barricades or other safety devices shall be provided by the successful Offeror when work is performed in areas traversed by persons, or when deemed necessary by the Town.

### **53. OMISSIONS IN SPECIFICATIONS**

The scope of services or description of items contained within this Solicitation describes the classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the Offeror from furnishing, installing, or performing such work where required to the satisfactory completion of the project.

### **54. MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS**

The successful Offeror hereby acknowledges and agrees that all materials, except where requested, supplied by the successful Offeror in conjunction with this Solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the Town by the successful Offeror are found to be defective or do not conform to specifications, (1) the materials may be returned to the successful Offeror at the Offeror's expense and the contract cancelled; or (2) the Town may require the successful Offeror to replace the materials at the successful Offeror's expense.

### **55. TAXES**

The Town of Lake Park is exempt from Federal and State taxes for tangible personal property.

### **56. OFFEROR'S COSTS**

The Town shall not be liable for any costs incurred by Offerors in responding to this RFP.

### **57. FORCE MAJEURE**

The Town and the successful Offeror are excused from the performance of their respective obligations under the contract when and to the extent that their performance is delayed or prevented by any circumstances beyond their control, including; fire, flood, explosion, strikes or other labor disputes, natural disasters, public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type



of transportation, equipment, or service from a public utility needed for their performance provided that:

- a.* The non-performing party gives the other party prompt written notice describing the particulars of the force majeure, including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the force majeure.
- b.* The excuse of performance is of no greater scope and of no longer duration than is required by the force majeure.
- c.* No obligations of either party that arose before the force majeure causing the excuse of performance are excused as a result of the force majeure.
- d.* The non-performing part uses its best efforts to remedy its inability to perform.
- e.* Notwithstanding the above, performance shall not be excused under this section for a period in excess of two (2) months, provided that in extenuating circumstances, the Town may excuse performance for a longer term. Economic hardship of the successful Offeror shall not constitute a force majeure. The term of the contract shall be extended by a period equal to that during which either party's performance is suspended under this section.

## **58. FISCAL FUNDING OUT**

The Town's obligation pursuant to any contract or agreement entered into in accordance with this Solicitation is specifically contingent upon the lawful appropriation of funds. Failure to lawfully appropriate funds for any contract or agreement awarded shall result in automatic termination of the contract or agreement. A non-appropriation event shall not constitute a default or breach of said contract or agreement by the Town.

## **59. RIGHTS OF THE TOWN**

This RFP constitutes an invitation for submission of Proposals to the Town. This RFP does not obligate the Town to procure or contract for any of the scopes of services set forth in this RFP. The Town reserves and holds at its sole discretion, various rights and options under Florida law, including without limitation, the following:

- a.* To prepare and issue addenda to the RFP that may expand, restrict, or cancel any portion or all work described in the RFP without obligation to commence a new procurement process or issue a modified or amended RFP.
- b.* To receive questions from potential Offerors and to provide such answers in writing as it deems appropriate.
- c.* To waive any informalities, technicalities, or irregularities in the Proposals submitted.
- d.* To reject any and all Proposal submissions.
- e.* To change the date for receipt of Proposals or any deadlines and dates specified in the RFP.





- f. To change the procurement and/or selection process prior to receipt of Proposals.
- g. To conduct investigations with respect to the information provided by each Offeror and to request additional information (either in writing or in presentations and interviews) to support such Offeror's responses and submittals.
- h. To visit facility construction area referenced in the Offeror's submittal at any time or times during the procurement process.
- i. To seek clarification of Proposals from the Offerors either in writing or in presentations and interviews.
- j. To cancel the RFP with or without substitution of another RFP.

### **PART III – SCOPE OF SERVICES**

The bidder must be able to furnish, install and maintain on a monthly basis a rust inhibitor system at five (5) Town properties. The monthly cost of the rust prevention services shall be based on a maximum irrigation frequency of four (4) days per week at the following locations.

Facility Name/Address:

- 1. CRA Parking Lot/8<sup>th</sup> Street and Foresteria Drive
- 2. Ilex Park/Intersection of 8<sup>th</sup> Street and Ilex Court
- 3. Blakely Park/Intersection of 2<sup>nd</sup> Street and East Jasmine Drive
- 4. Lake Shore Park/701 Lake Shore Drive
- 5. Kelsey Park/601 Federal Highway

The proposal shall include the following services:

- 1. Initial cleaning and removal of existing well water stains followed by periodic maintenance of the same.
- 2. Monthly servicing of the chemical dispensing equipment.
- 3. Scope of service shall include labor and chemical materials.

**Note:** Your proposal must include language detailing what the percentage increase in the monthly price will be each year after year one.





## **PART IV – AWARD PROCESS**

The Town reserves the right to negotiate the final terms, conditions and pricing of the Agreement, as may be in the best interest of the Town. In general, the recommendation for award will be made to the Offeror who is fully responsive to all requirements as set forth in this solicitation, and who also offers the best value for performing the services.

### **60. REVIEW OF PROPOSAL FOR RESPONSIVENESS**

Each Proposal will be reviewed to determine if the Proposal is responsive to each of the submission requirements. In order to move to Step 2 of the process, a Proposal must first be deemed completely responsive to all of the submittal requirements. A responsive Proposal is one that follows the requirements, includes all documentation and completed forms, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non-responsive.

### **61. RIGHTS TO ADDITIONAL INFORMATION**

Any Offeror recommended for award may be required to provide to the Town:

Its most recent certified business financial statements as of a date not earlier than the end of the Offeror's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for any material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.

### **62. CONTRACT AWARD**

Any contract resulting from this Solicitation will be submitted to the Town Manager or designee, and the Town Commission for approval, as appropriate. All Offerors will be notified in writing when the Town Manager or designee makes an award recommendation. The contract award, if any, shall be made to the Offeror(s) whose Proposal(s) are deemed by the Town to be in the best interest of the Town. Notwithstanding the rights of protest listed herein, the Town's decision of whether to make the award and to which Offeror(s) shall be final.