

**Environmental/Geotechnical Services
Port of Palm Beach District**

PROJECT MANUAL

FOR

Environmental/Geotechnical Services

FOR

**PORT OF PALM BEACH DISTRICT
RIVIERA BEACH**

Prepared by:

Port of Palm Beach District
Purchasing Department
One East 11th street
Riviera Beach, Florida 33404

BID SET

August 16, 2011

Project No. 2011 - 07

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**REQUEST FOR QUALIFICATIONS
ENVIRONMENTAL/GEOTECHNICAL SERVICES CONTRACT
PORT OF PALM BEACH DISTRICT
RIVIERA BEACH, FLORIDA**

1. Sealed proposals for a non-exclusive five year **Environmental/Geotechnical Services Contract** will be received by the PORT OF PALM BEACH DISTRICT until **2:00 p.m.**, local time on **September 14, 2011**, at One East 11th Street, Suite 600, Riviera Beach, Florida 33404. The responsibility for submitting a proposal to the Clerk of the Board on or before the stated time and date is solely and strictly the responsibility of the Offeror. The District is not responsible for delays caused by any mail, package or courier service, including the U.S. Mail, or caused by any other occurrence. Proposals received after 2:00 pm may not be considered.
2. The contract consists of work of a specified nature for the testing, monitoring, inspection and reporting of environmental and geotechnical services. These services include but are not limited to material testing, indoor/outdoor air quality, ground water contamination, soil contamination and other environmental quality issues, such as radon gas, lead-based paint, asbestos, hazardous materials, storm water runoff, and underwater sediment sampling. The tasks will be negotiated on a work order basis. In evaluating the proposals, the District shall consider, among other matters, the Firm's qualifications, experience, personnel (including Client Service Manager/Project Manager) past record, office location and response time.
3. All monitoring, inspections and testing shall comply with all applicable Federal, State and Local regulations, including NEPA, FDEP and ASTM Standards.
4. Information packages will be available on **August 16, 2011 at 10:00 a.m.** Offeror may obtain a complete set of proposal informational documents from the office of the Port of Palm Beach at One East 11th Street, Suite 400, Riviera Beach, Florida 33404.
5. Sealed Proposals shall be addressed to the Port of Palm Beach District and plainly marked "**Environmental/Geotechnical Services Contract**" on the outside of the envelope. The Offeror's name and address shall also be included on the outside of the envelope.
6. The Offeror agrees that the Proposal shall be good, and may not be withdrawn for a period ending the later of **ninety (90) calendar days** after Proposal Opening, or the execution of the Contract between the successful Offeror and the Port.
7. The Port reserves the right to waive any technicalities/irregularities and/or to reject any and/or all Proposals. The Port further reserves the right to award a contract to that Offeror whose submittal best serves the interests of the Port, in the sole discretion of the Port.

Advertised: August 14, 2011



REQUEST FOR QUALIFICATIONS

RFQ #2011-07

DATE: August 16, 2011

PROPOSER:
"The Firm"

REQUESTING DEPARTMENT
The "District" or "PPB"
Port of Palm Beach District
Maritime Office Complex
One East 11th Street, Suite 600
Riviera Beach, FL 33404

YOU ARE INVITED TO SUBMIT QUALIFICATIONS ON THE FOLLOWING PROJECT:

"Environmental/Geotechnical Services"

SECTION 1: PURPOSE

- 1.1 This Request for Qualifications (RFQ) is issued with Florida Statutes 287.055 Consultant's Competitive Negotiation Act "CCNA". The purpose of this Request for Qualifications (RFQ) is to solicit submittals by Firms to provide professional services to the Port of Palm Beach District for "**Environmental/Geotechnical Services**", under a non-exclusive continuing contract on a Work Order basis (five year contract). The Professional Services consists of the testing, monitoring, inspection and reporting of environmental and geotechnical services. These services include but are not limited to material testing, indoor/outdoor air quality, ground water contamination, soil contamination and other environmental quality issues, such as radon gas, lead-based paint, asbestos, hazardous materials, storm water runoff, and underwater sediment sampling. The tasks will be negotiated on a work order basis. This contract acquisition and award will not be based on price. All factors which may be considered under the CCNA may be considered, including without limitation qualifications and experience of principals and staff, methodology, management technical support, experience and history of the firm.
- 1.2 The Board of Commissioners of the Port of Palm Beach District authorized staff to solicit submittals for qualified firms who have specific experience in providing "**Environmental/Geotechnical Services**", within the State of Florida.

QUALIFICATION OF FIRMS

The Firm will be asked to provide sufficient evidence to confirm a satisfactory performance record. Such information may include a statement of resources, the ability to comply with required or proposed delivery or performance schedule, a satisfactory record of integrity and business ethics, the necessary organization, experience, accounting and operation controls, and technical skills, and be otherwise qualified and eligible to receive an award under applicable laws and regulations.

The Firms should submit the following information. Failure of Firms to provide the required information is considered sufficient cause for rejection.

1.3 **STATEMENT OF NEED AND SCOPE OF SERVICES:**

The Port of Palm Beach District is seeking qualified professional firms to provide services to provide “**Environmental/Geotechnical Services**” in the following services, on work order basis:

BASIC SERVICES:

Demolition Projects

Review building plans and specifications, if available, to determine, the materials specified for the construction of the subject sites building.

A survey including sampling of accessible suspect, asbestos materials, not including sampling of materials within walls or voids that would require access via demolition.

Typical materials to be sampled may include, but is not limited to roofing, sealants, thermal system insulation, ceiling tile, floor tile, and exterior finishes. Samples will be analyzed using Polarized Light Microscopy (PLM) coupled with dispersion staining or other appropriate method. PLM is an analytical method used to identify asbestos utilizing the unique optical crystallographic properties of the various crystalline forms in the samples.

Provide survey reports that include sample analysis data sheets, an analysis data summary table, locations of asbestos containing materials identified and recommendations as appropriate.

Schedule, monitor and prepare reports as required by the District’s existing Florida Department of Environmental Protection (FDEP) storm water permits. Copies of the existing FDEP storm water permits are available for review in the Engineering Department. Copies may be requested from the Engineering Department for a copy fee. All requests for copies shall be made in writing.

Schedule, monitoring and prepare reports as required by the District’s existing NPDES permit. Copies of the existing NPDES storm water permits are available for review in the Engineering Department. Copies may be requested from the Engineering Department for a copy fee. All requests for copies shall be made in writing.

Demolition Specifications

Develop a demolition Scope of Work that includes the following items:

- Notification requirements (State and Local)
- Utility Clearance requirements
- Demolition Schedule
- Demolition Offeror Insurance and Bonding requirements
- Demolition Scope – components to be demolished and disposed of, and components, if any, to remain in place; demolition guidelines
- Disposal documentation

Demolition Project Management and Coordination

Project may require a significant amount of project management and coordination in order to meet the needs of the Port for management and coordination for the demolition activities. Included in this task are:

- Coordinating demolition schedules with the Port.
- Reviewing demolition bids from Offerors
- Acting as liaison between the Port and the demolition Offeror(s).
- Coordination of demolition scheduling requirements.

Environmental Site Assessment Services

Perform Phase I Environmental Site Assessment (ESA) in accordance with American Society for Testing and materials (ASTM) Standard No. E1527-00, entitled “Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process”. Under the ASTM standard, the purpose of the ESA is to identify, to the excellent possible, “recognized environmental conditions”, defined in the standard.

1. Perform underwater sediment sampling, reporting and monitoring for maintenance dredging and FDEP/ACOE permit compliance.
2. Perform Phase 1 and Phase 2 Environmental Audits, including ASTM E1527-00 Standard Practice for Environmental Site Assessments: Phase 1 Environmental Site Assessment Process and also ASTM E1903-97 Standards Guide Environmental Site Assessment Process.
3. Perform environmental requirements, testing and monitoring for the permit acquisition of future projects, FDEP permits, and NPDES permits including but not limited to, groundwater and soil sampling, laboratory analysis and reporting.
4. Assist the Port’s Engineer and Port’s consultants in representing the Port of Palm Beach with environmental regulatory agencies.
5. Conduct surveys and investigations in association physical conditions, asbestos, indoor air quality, radon, lead based paint and any other hazardous materials.
6. Respond to environmental emergencies as requested by the District’s Executive Director or Deputy Port Director and act as an environmental consultant during such emergencies.

ADDITIONAL SERVICES – as needed

1. Perform material testing as requested by the Port's Engineer.

SECTION 2: DEFINITIONS

- 2.1 "Firm" refers to those individual, corporation, partnership or agency that responds in writing to this Request for Qualifications and with which the Port of Palm Beach District may enter into a professional service agreement to perform "Environmental/Geotechnical Services" and it's permitted successors and assign.
- 2.2 "District" or "PPB" is the Port of Palm Beach District- a Special Taxing District of the State of Florida, established under Chapter 7081, Law of Florida. The District is responsible for the RFQ. The Executive Director shall address administrative matters regarding services.
- 2.3 "Contracting Party" refers to the Board of Port Commissioners, Port of Palm Beach District who will enter into the resulting agreement. The Chairperson of the Board shall represent the Board of Port Commissioners and any directions of the Board must be considered and approved at a regular scheduled meeting of the Board of Port Commissioners.

The following words and expressions used in the negotiated agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

- a) The words "Contract" or "Contract Documents" or "Agreement" to mean collectively these terms and conditions, the Scope of Services and all associated addenda and attachments, the Firm's Qualifications, Professional Services Agreement and all other attachments hereto and all amendments issued hereto.
- b) The words "Contract Date" to mean the date on which the Professional Services Agreement is effective.
- c) The words "Days" to mean Calendar Days.
- d) The word "directed", "required", "permitted" "ordered", "designated", "selected", "prescribed" or words like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the Project Manager; and similarly the words "approved" "acceptable", "satisfactory", "equal", "necessary", or words like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the Project Manager.
- e) The words "Change Order" or "Extra Work" or "Additional Work" resulting in additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the District.

- f) The words “sub-contractor” or “sub-consultant” to mean any person, entity, firm or corporation, other than the employees of the Firm, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Firm and whether or not in privity of Contract with the Firm.
 - g) The words “Work”, “Services”, “Program”, or “Project” to mean all matters and things required to be done by the Firm in accordance with the provisions of this Contract.
- 2.4 “General Counsel of the District” refers to Gary, Dytrych & Ryan whose address is: 701 U.S. One, North Palm Beach, Florida 33408.
- 2.5 “District Program Manager”, “Program Manager”, “District Project Manager” or “Project Manager” refers to the Port Engineer of the Port of Palm Beach District to administer the agreement.
- 2.6 “Contract Term” is five years from the date that the contract is entered into. Either party shall have the right to terminate the contract term at any time with thirty (30) days written notice; however work shall cease upon receipt of the notice of termination.
- 2.7 The “Agreement” will be the document prepared by the District’s Legal Counsel, Gary, Dytrych & Ryan, and entered into by the District and the successful Firm.
- 2.8 “**Environmental/Geotechnical Services**” refers to the needs set forth in Section 1.3 STATEMENT OF NEED in this Request for Proposals.
- 2.9 “SBE” or “MWBE” refers to the firms pre-qualified with Palm Beach County or the State of Florida in all categories required for the proposed scope of services identified by the Firm. The District desires qualified consultants to have a minimum of twelve percent (12%) SBE/MWBE participation for professional firms and contracts. Qualified SBE/MWBE firms must be registered with Palm Beach County or the State of Florida as an SBE/MWBE certified firms. Evidence of certification must be submitted in the submission to qualify for consideration under this provision.

SECTION 3: SUBMITTAL REQUIREMENTS

- 3.1 The District is accepting submittals from qualified professional services firms (“The Firms”) for “**Environmental/Geotechnical Services**” for the Port of Palm Beach District.
- 3.2 Selection and acquisition of these professional services are solely governed by the procurement policies and procedures approved by the Board of Port Commissioners of the Port of Palm Beach District. Any inquiry, question, or challenge to the District procurement policies and procedures shall be made in writing to the Executive Director of the Port of Palm Beach District and the General Legal Counsel of the District. All interpretation and resolutions of conflict of these policies and procedures shall be at the sole discretion of the Board of Port Commissioners.

- 3.3 No submittal received after the specified time and date will be accepted. The time and date for receipt of submittals will be scrupulously observed. The District will not be responsible for late deliveries or mail delays. The time/date stamp located at the District's Reception Area on the 6th floor of the Maritime Office Complex Building located at One East 11th St, Riviera Beach, Fl 33404, will be the official authority for determining late submittals.
- 3.4 Seven (7) copies of all responses shall be submitted to the District.
- 3.5 The Board of Port Commissioners of the Port of Palm Beach District shall accept the qualifications and presentation that best serves the interests of the Port of Palm Beach District, however, the Port of Palm Beach District reserves the right to accept or reject any or all submittals.

SECTION 4: ESSENTIAL QUALIFICATIONS AND EXPERIENCE

The District, through its Engineering Department, is soliciting submittals from qualified firms with a minimum of at least ten (10) years experience and expertise in providing "Environmental/Geotechnical Services" within the State of Florida.

- 4.1 The Firm must possess the following qualifications:
 1. Must have Occupational Business License.
 2. Must have a current Comprehensive Quality Assurance plan (CompQAP) approved by the Florida Department of Health.
 3. Must have a Professional Engineer registered in the State of Florida with experience in environmental and geotechnical on their local staff.
 4. Must have a Professional Geologist registered in the State of Florida with experience in environmental geology and environmental audits on their local staff.
 5. Must have a current Asbestos Abatement Offeror/Supervisor Certification, Asbestos Building Inspector Certification and State of Florida Radon Measurement Specialist License.
- 4.3 The purpose of this REQUEST FOR QUALIFICATIONS is to select a qualified consulting firm that can provide a team with resources capable of providing the services described in Section 1.3 STATEMENT OF NEED AND SCOPE OF SERVICES of this Request for Qualifications.

The Scope of Services may be changed or modified during the negotiation phase of the project or task in order to meet the needs of the District and the "Firm"

SECTION 5: PORT OF PALM BEACH DISTRICT (Background)

The Port of Palm Beach District is located in Palm Beach County, Florida and covers a land area of 971 square miles, which represents about 50 percent of the County's land area. Incorporated municipalities lying wholly or partially within the District include West Palm Beach, Palm Beach, Lake Park, Riviera Beach, Belle Glade, Pahokee, Palm Beach Gardens, North Palm Beach, South Bay, Golfview, Haverhill, Mangonia Park, Palm Beach Shores and Royal Palm Beach. The Port is located on Florida's Atlantic Coast in the northeastern area of Palm Beach County. Access to the Atlantic Ocean is via the Lake Worth Inlet, a designated Federal channel with a maintained depth of 33 feet MLW plus 2 feet of overdraft.

The Port is an important component of Florida's network of 14 deepwater ports, particularly the trio of South Florida Ports including the Port of Miami and Port Everglades in Broward County. The Port of Palm Beach, with its containerized cargo, general cargo, liquid and dry bulk cargoes and cruise operations, is one of the most diversified ports in the United States.

SECTION 6: SUBMITTAL REQUIREMENTS

6.1 Submission: Respondents are required to submit the following information:

- 6.1.1. Qualifications. Provide brief description of essential experience, indicating how this experience will benefit the District. Submit names and qualification of personnel proposed to be involved in the project, including the lead client services manager. NOTE: Respondents are requested to advise the District of any other client(s) that may represent a possible conflict.
- 6.1.2. Narrative. Include a written narrative which demonstrates the firm's understanding of the scope of services and states why the firm is best qualified to perform the required services.
- 6.1.3. Approach to Assignment. Include a description of the intended approach for the Scope of Services described in the Section 1.3 STATEMENT OF NEED. Discuss how the services performed will not interfere with the District's ability to complete the projects in a timely manner. Identify those records and services required to be furnished by the District to perform the scope of services.
- 6.1.4. References and Past Performance. Provide contact names, telephone numbers, and e-mail addresses of three (3) references for similar work within the past five (5) years. Additionally, include a description of past performance in similar activities in Florida (Port and Marine Terminals preferred). List of projects should include the following:

Project Title

Client (Contact person, address, phone number and e-mail address).

Nature of Work.

6.1.5. SBE/MWBE Participation. Describe your approach to help the District achieve its SBE/MWBE participation either through subcontracting or description of Firms policy relating to equal opportunity and affirmative action programs.

6.2 Submissions shall be limited to twenty (20) pages (excluding cover sheet and table of contents). Brochures and other promotional materials may be submitted with the submission; however, this material must be under separate cover from the submission requirements.

SECTION 7: SUBMITTAL EVALUATION

7.1 Pre-screening evaluation by the District staff will be based upon the following factors:

Description	Maximum Score
a) Qualifications and Experience of Firm	20 percent
b) Firms ability to perform Scope of Services	20 percent
c) Firms approach to Assignment	20 percent
d) Client Service Manager & References	20 percent
e) Responsiveness to District Requirements (Including SBE)	20 percent

Total Maximum Score **100 percent**

7.2 The qualification review committee will hold a public meeting on October 7, 2011 at 2:00 p.m. The Executive Director, the Deputy Director/Port Engineer and the Port's Chief Financial Officer will prescreen all submittals. Presentations will be made to the Port Board of Commissioners at the October 2011 regular meeting. These presentations will be limited to fifteen (15) minutes per Firm.

MANNER OF PERFORMANCE

- a) The Firm shall provide the Services described herein in a competent and professional manner satisfactory to the District in accordance with the terms and conditions of the negotiated agreement. The District shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Firm in all aspects of the Services. At the request of the District, the Firm shall promptly remove from the project any Firm's employee, subcontractor, or any other person performing Services hereunder. The Firm agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Firm.
- b) The Firm agrees to defend, hold harmless and indemnify the District and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the District, occurring on account of, arising from or in connection with the removal and replacement of any Firm's personnel

performing services hereunder at the behest of the District. Removal and replacement of any Firm's personnel as used in this Article shall not require the termination and or demotion of such Firm's personnel.

- c) The Firm agrees that all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Firm agrees to adjust its personnel staffing levels or to replace any of its personnel if so directed upon reasonable request from the District should the District make a determination, in its sole discretion that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- d) The Firm warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the services described herein, in a competent and professional manner.
- e) The Firm shall at all times cooperate with the District and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.
- f) The Firm shall comply with all provisions of all federal, state and local laws, statutes, ordinances and regulations that are applicable to the performance of the Agreement.

EMPLOYEES ARE THE RESPONSIBILITY OF THE FIRMS

All employees of the Firm shall be considered to be, at all times, employees of the Firm under its sole direction and not employees or agents of the District. The Firm shall supply competent employees. District may require the Firm to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on District property is not in the best interest of the District. All employees of the Firm that will be working in the "restricted" area of the Port of Palm Beach shall be required to obtain a T.W.I.C. badge. Each employee shall be required to have and wear this identification badge.

INDEPENDENT FIRM RELATIONSHIP

The Firm is, and shall be, in the performance of all work services and activities under the negotiated agreement, an independent Firm, and not an employee, agent or servant of the District. All persons engaged in any of the work or services performed pursuant to the negotiated agreement shall at all the times, and in all places, be subject to the Firm's sole direction, supervision and control. The Firm shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Firm's relationship and the relationship of its employees to the County shall be that of an independent Firm and not as employees and agents of the District.

The Firm does not have the power or authority to bind the District in any promise, agreement or representation other than specifically provided for in the negotiated agreement.

AUTHORITY OF THE DISTRICT'S PROJECT MANAGER

- a) The Firm hereby acknowledges that the District Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, in connection with, or in any way related to or on account of, the negotiated agreement including without limitations: questions as to the obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of this Submittal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- b) The Firm shall be bound by all determinations or orders and shall promptly obey and follow every order of the District Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Firm agrees with the District Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the District Project Manager as soon thereafter as is practicable.
- c) The Firm must, in the final instance, seek to resolve every difference concerning the Agreement with the District Project Manager. In the event that the Firm and the District Project Manager are unable to resolve their difference, the Firm may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- d) In the event of such dispute, the parties to the negotiated agreement authorize the Executive Director or designee, who may not be the District Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misinterpretation arisen either before or subsequent to execution hereof) and the decision of each with respect to matters within the Executive Director's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the Executive Director within 10 days of the occurrence, event or act out of which the dispute arises.
- e) The Executive Director may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Firm's performance or any Deliverable meets the requirements of the negotiated agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the Executive Director participated therein, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Firm to the Executive Director for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the Executive Director is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The Executive Director, as appropriate, shall render a decision in writing and deliver a copy of the same to the Firm. Except as such remedies may be limited or waived elsewhere in the negotiated agreement, Firm reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

PROHIBITION AGAINST CONTINGENT FEES.

Each contract entered into by the agency for professional services must contain a prohibition against contingent fees as follows: "The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement." For the breach or violation of this provision, the agency shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

MUTUAL OBLIGATIONS

- a) The Agreement, including attachments and appendixes to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.
- b) Nothing in the negotiated agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- c) In those situations where the negotiated agreement imposes an indemnity obligation on the Firm, the District may at its expense, elect to participate in the defense if the District should so choose. Furthermore, the District may at its own expense defend or settle any such claims if the Firm fails to diligently defend such claims, and thereafter seek indemnity for costs from the Firm.

QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Firm shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Firm and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under the negotiated agreement for a period of five (5) years from the expiration date of the negotiated agreement and any extension thereof.

AUDITS

The Firm agrees that the District or its authorized representatives or governmental agencies shall, until the expiration of five (5) years after the expiration of the negotiated agreement and any

extension thereof, have access to and the right to examine and reproduce any of the Firm's books, documents, papers and records and of its subcontractors and suppliers which apply to all matters of the District. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements and shall only address those transactions related to the negotiated agreement.

The Firm agrees to maintain an accounting system that provides accounting records that are supported with adequate procedures for determining the allowability and allocability of costs.

SUBSTITUTION OF PERSONNEL

In the event the Firm wishes to substitute personnel for the key personnel identified by the Firm's Submittal, the Firm must notify the District in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

CONSENT OF THE DISTRICT REQUIRED FOR ASSIGNMENT

The Firm shall not assign, transfer, convey or otherwise dispose of the negotiated agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the District.

SEVERABILITY

If the negotiated agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from the negotiated agreement without affecting the binding force of the negotiated agreement as it shall remain after omitting such provision.

TERMINATION FOR CONVENIENCE AND SUPERVISION OF WORK

- a) The agreement for services will be non-exclusive and the Port will not be required to use the Firm for all or any work defined in the Scope of Services, and may use any other Contractor the Port deems appropriate.
- b) The District may terminate the negotiated agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the District through fraud, misrepresentation or material misstatement.
- c) The District may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the District and that such individual, corporation or other entity shall be responsible for all direct costs associated with such termination or cancellation, including attorney's fees.
- d) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the District through fraud, misrepresentation or material misstatement may be debarred from District contracting for up to five (5) years.

In addition to cancellation or termination as otherwise provided in the negotiated agreement, the District may at any time, in its sole discretion, with or without cause, terminate the negotiated agreement by written notice to the Firm.

- e) The Firm shall, upon receipt of such notice, unless otherwise directed by the District:
 - i. Stop work on the date specified in the notice, (“the Effective Termination Date”);
 - ii. Take such action as may be necessary for the protection and preservation of the District’s materials and property;
 - iii. Cancel orders;
 - iv. Take no action which will increase the amounts payable by the District under the negotiated agreement unless specifically approved by the Port of Palm Beach District Board of Commissioners.

- f) In the event that the District exercises its right to terminate the negotiated agreement pursuant to this Article the Firm will be compensated as stated in the payment Articles, herein, for the:
 - i. Portion of the Services completed in accordance with the Agreement and the Work Order up to the effective Termination Date; and
 - ii. Non-cancelable Deliverables that are not capable of use except in the performance of the negotiated agreement and Work Order and has been specifically developed for the sole purpose of the negotiated agreement Work Order but not incorporated in the Services.

- g) All compensations pursuant to this Article are subject to audit.

EVENT OF DEFAULT

- a) An Event of Default shall mean a breach of the negotiated agreement by the Firm. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:
 - i. The Firm has not delivered Deliverables on a timely basis.
 - ii. The Firm has refused or failed, except in case for which an extension of time is provided, to supply enough properly skilled Staff Personnel;
 - iii. The Firm has failed to make prompt payment to subcontractors or suppliers for any Services;
 - iv. The Firm has become insolvent (other than as interdicted by bankruptcy laws), or has assigned the proceeds received for the benefit of the Firm’s creditors, or the Firm has taken advantage of any insolvency statute or debtor/creditor law or if the Firm’s affairs have been put in hands of a receiver;

- v. The Firm has failed to obtain the approval of the District where required by the negotiated agreement;
 - vi. The Firm has failed to provide “adequate assurances” as required under subsection “b” below;
 - vii. The Firm has failed in the representation of any warranties stated herein.
- b) When, in the opinion of the District, reasonable grounds for uncertainty exist with respect to the Firm’s ability to perform the Services or any portion thereof, the District may request that the Firm, within the time frame set forth in the District’s request, provide adequate assurances to the District, in writing, of the Firm’s ability to perform in accordance with terms of the negotiated agreement. Until the District receives such assurances, the District may request an adjustment to the compensation received by the Firm for portions of the Services which the Firm has not performed. In the event that the Firm fails to provide to the District the requested assurances within the prescribed time frame, the District may:
- i. Treat such failure as a repudiation of the negotiated agreement;
 - ii. Resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.
- c) In the event the District shall terminate the negotiated agreement for default, the District or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, report and data.

NOTICE OF DEFAULT – OPPORTUNITY TO CURE/TERMINATION

If an Event of Default occurs, in the determination of the District, the District may so notify the Firm (“Default Notice”), specifying the basis for such default, and notifying the Firm that such default must be cured immediately or the negotiated agreement with the District may be terminated. Notwithstanding, the District may, in its sole discretion, allow the Firm to rectify the default to the District’s reasonable satisfaction within a thirty (30) day period. The District may grant an additional period of such duration as the District shall deem appropriate without waiver of any of the District’s rights hereunder, so long as the Firm has commenced during such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the District prescribes. The default notice shall specify the date the Firm shall discontinue the Services upon the Termination Date.

REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Firm shall be liable for all damages resulting from the default, including but not limited to:

- a) lost revenues;

- b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the District for procurement of Services, including procurement and administrative costs; and,
- c) such other direct damages.

The Firm shall also remain liable for any liabilities and claims related to the Firm's default.

The District may also bring any suit or proceeding for specific performance or for an injunction.

REVIEWING DELIVERABLES

The Firm agrees to submit all Deliverables required to be submitted for review and approval by the District in accordance with the specific requirements in the Scope of Services, and as specified herein. The Firm understands that the District shall have final approval on all Deliverables.

SECTION 8: ADDITIONAL REQUIREMENTS AND STIPULATIONS

Pursuant to the Florida Public Records Act, materials submitted by all respondents and the results of the District's evaluation are open to public inspection. Firms should take special note of this as it releases any proprietary information that may be included in submittal.

Reservation of Rights

- a. The Port of Palm Beach District reserves the right to reject qualifications which contain any alteration, addition, condition or limitation. Neither the Port of Palm Beach District nor its representatives will be liable for any expenses incurred in connection with preparation of any qualifications, unauthorized alternatives or which show irregularities, technicalities or informalities in any qualifications or to reject any or all qualifications.
- b. Neither the Port of Palm Beach District nor its representatives will be liable for any expenses incurred in connection with preparation of any qualifications.
- c. The Port of Palm Beach District reserves the right to delay any scheduled dates or times for performance, in which event the Port of Palm Beach District will bring such information to the attention of those Professionals which have demonstrated an interest by responding to the RFQ.
- d. The Port of Palm Beach District anticipates awarding one contract for the Services, but reserves the right to contract for Services or to award more contracts, if it is deemed in its interest, and pre-qualify Firms in the event the successful Firm is unable to perform one or more of the specific tasks in Section 1.3 STATEMENT OF NEED.

- e. A response to this RFQ does not constitute a bid; therefore the Port of Palm Beach District retains the right to contact any/all Firms after submittal in order to obtain supplemental information and/or clarification in either oral or written form.

The following schedule is anticipated:

- At the October 2011 Commission meeting, the Board of Port Commissioners will rank the firms and authorize the Executive Director and the Port's Attorney to negotiate with the number one ranked firm for the services requested. If an agreement is not reached with the number one ranked firm, the Executive Director and the Port's Attorney will negotiate with the number two ranked firm for the services requested. If an agreement is not reached with the number two ranked firm, the Executive Director and the Port's Attorney will negotiate with the number three ranked firm for the services requested.
- At the November 2011 meeting, the Board of Port Commissioners will consider an agreement with the selected firm, if negotiations are concluded, and otherwise the next regular meeting (or special meeting, if one of the purposes of same is the noticed as the voting on the agreement). A "Notice to Proceed" will be issued immediately upon execution of the Agreement.

Approved: _____
Executive Director

Date: _____

Attachment A

**NO RESPONSE
TO
REQUEST FOR QUALIFICATIONS
2011-07**

“Environmental/Geotechnical Services”

**PORT OF PALM BEACH DISTRICT
Maritime Office Complex
One East 11th St. Suite 600
Riviera Beach, FL 33404**

We have received the REQUEST FOR QUALIFICATIONS # 2011-07 due September 14, 2011 at 2:00 p.m.

We are not responding for the following reason(s):

We desire to remain on your mailing list for the future Requests for Environmental/Geotechnical Services.

By: _____

Type Name and Title

Type Company Name and Address

Attachment B

NARRATIVE STATEMENT

Attachment C

SPECIFIC REFERENCES

Please attach a list of those firms and/or public entities for which you are currently providing similar services.

Indicate the following:

Name

Address

Contact Person with Title, Telephone number

Description of Program Provided

Dates of Service

Please indicate the same information of entities canceling or terminating your service or program within the last five (5) years. Also include the reason(s) for cancellation or termination.

Attachment D

CONSULTANTS QUALIFICATION SUBMITTAL CHECK LIST

1. Workers Compensation Insurance Certificate _____
Minimum requirements \$1,000,000 each accident & Employee \$500,000 policy
Limit. **(Separate Cover Submittal – not part of the 20 pages)**
2. Comprehensive General Liability Coverage (\$1,000,000 ea occurrence _____
\$50,000 Fire damage, \$10,000 Medical expenses (any one person) \$1,000,000
Personal & ADV Injury, \$2,000,000 General Aggregate \$2,000,000 Products-Comp/ OP AGG)
(Separate Cover Submittal – not part of the 20 pages)
3. Automobile Liability Coverage, Bodily Injury and Property Damage Certificate _____
(\$1,000,000 combined single limit each accident)
(Separate Cover Submittal – not part of the 20 pages)
4. Professional Liability coverage (errors and omissions) (\$5,000,000 per Claim) _____
\$5,000,000 per Aggregate) **(Separate Cover Submittal – not part of the 20 pages)**
5. Consultant/ Contractors Firm’s Statement of Qualification _____
(Required Submission)
6. Current copy of License as Consulting / Contracting Firm **(Required Submission)** _____
7. Consultant’s / Contractor’s Florida Corporation Certificate **(Required Submission)** _____
8. Verifiable Client References (3) **(Required Submission)** _____
9. Responsible Consultant’s / Contractor’s work History (Resume and License) _____
(Required Submission)
10. Identification of Subcontractors with Qualifications (If Applicable) _____
(Required Submission)
11. Subcontractors Licenses and Corporate Registrations (If Applicable) _____
(Required Submission)
12. Drillers Qualifications and License (If Applicable) _____
(Separate Cover Submittal – not part of the 20 pages)
13. Laboratories Qualifications & Signature COMPQAP Pages (If applicable) _____
(Separate Cover Submittal – not part of the 20 pages)
14. Consulting/ Contracting Firm’s Sampling COMPQAP Signature Page _____
(If applicable) **(Separate Cover Submittal – not part of the 20 pages)**
15. Consultants Onsite Client Service Manager(s) Qualifications (Resume) _____
(Required Submission)

Note: This checklist is provided to assist the proposers in the preparation of their proposal. Included in this checklist are important requirements and is the responsibility of the proposer to submit with the proposal in order to be compliant. Please send the above information bound and tabbed.

**** As a requirement for the selected contracted firm only, the Port of Palm Beach District shall be shown as additional insured added by endorsement and should be shown on certificate.**