

REQUEST FOR QUALIFICATIONS

for

**Provision of Services in Connection with
Master Plan Update**

for

Port of Palm Beach

INTRODUCTION

The Port of Palm Beach, Florida, is issuing this Request for Qualifications (RFQ) for Master Plan Update services.

The Port of Palm Beach (“Port”) is a multi-niche port located in Riviera Beach, Florida, the northernmost of South Florida’s major seaports, about 80 miles north of Miami. A hub for Caribbean cargoes, the Port ranks as the fourth-largest container port in Florida and among the 20 largest container ports in the United States. Passenger operations include the longtime day cruises of the Palm Beach Princess and the new Cloud X ferry service to Freeport, as well as a currently limited number of calls by luxury-class multi-day cruise vessels. The Port includes more than 200 acres of land used for marine terminal activities and industrial development and features cold storage facilities of 100,000 square feet on-dock and 285,000 square feet off-dock, as well as Foreign-Trade Zone and Enterprise Zone designations.

STATEMENT OF NEEDS

The Port is seeking a Master Plan Update consisting of three components:

- 1) A traditional master plan economic analysis of trade and market trends, including a review of existing commodities, as well as recommendations for new opportunities to pursue.
- 2) Fulfillment of Florida Department of Transportation (FDOT) requirements for submission of a comprehensive plan, including looking at traffic issues and intermodal connections (both road and rail, and both on and off Port property), as needed by such entities as the Florida Department of Transportation (FDOT), Department of Community Affairs (DCA) and Office of Trade, Transportation and Economic Development (OTTED) for planning at district and state levels, as well as examining local development matters and making of appropriate recommendations to be directed through such entities as the City of Riviera Beach CRA, Palm Beach County and Palm Beach MPO. See Attachment “A”, Seaport Master Plans,” for details regarding items to be addressed to fulfill such state requirements.
- 3) Analysis of and recommendations regarding nontraditional Port uses, including multiple uses for existing facilities and/or additional properties. This is to include approximately four to six such significant recommendations for further exploration and evaluation.

This is a Request for Qualifications and not an offer to purchase said services. The Port of Palm Beach shall have no obligation to any Submitter who submits a submission and is not liable for any costs incurred by the Submitter in preparation of the submission. The Port of Palm Beach reserves the right to award a contract solely on the basis of the Submissions received, and to award no contract whatsoever. The Port also reserves the right to accept or reject submissions in whole or in part, and to waive any defects, technical requirements and/or irregularities therein.

INFORMATION NOT CONFIDENTIAL

Submissions are subject to requirements of the Sunshine Law and the Public Records Act, and should not be considered confidential.

SITE VISITS

Site visits are not mandatory but highly recommended for a complete understanding of the Port of Palm Beach operations. A visit may be arranged by contacting Lori Baer at 561-383-4170. The Port of Palm Beach is located at One East 11th Street, Riviera Beach, Florida.

SELECTION PROCESS

Review of qualification submissions shall be done by an evaluation committee of four persons to include: Richard Wainio, Port Executive Director; Lori Baer, Deputy Port Director; Kenyatta Lee, Director of Finance and Administration; and Tom Lundeen, Director of Engineering. Submissions will be reviewed in a public forum to take place 10:00 a.m., Friday, January 9, 2004. The highest-ranking preliminarily qualified submitters may be invited to make presentations at a public meeting before the Board of Commissioners.

REPLIES

Sealed written Submissions must be received by the close of business (5 p.m. Eastern Time), Thursday, January 8, 2004. Submissions and other pertinent materials should be directed to the following address;

Port of Palm Beach
c/o Lori Baer, Deputy Director
One East 11th Street
Riviera Beach, FL 33404

Submissions received after the bid closing will not be accepted.

These documents constitute the complete set of specification requirements and submission forms. **All Submitters are instructed to provide one (1) original submission document signed in ink and four (8) complete copies of this original with your submittal.** Submissions must be completely filled in, signed, sealed and returned to the District's Office on or before the specified time and date.

It is the sole responsibility of the Submitter to ensure that his or her submission reaches the District's Office on or before the closing date and time. The District shall in no way be responsible for delays caused by any other occurrence.

The submission time must be and shall be scrupulously observed. Under no circumstances shall Submissions delivered after the time specified be considered. Such Submissions will be returned to the Submitter unopened.

All Submissions must be typewritten or written in ink and must be signed in ink by an officer or employee having authority to bind the company or firm.

The term "day" wherever used in this document refers to calendar day. Submitters shall not be allowed to modify their Submissions after the opening time and date. Submission files may be examined during normal working hours, after the submission opening, by appointment only.

All submissions shall remain outstanding until the meeting of the Evaluation Committee, and the three Submissions selected by the Evaluation Committee shall remain outstanding until ninety (90) days following such meeting.

All Addenda issued incidental hereto shall be considered a part of this Request for Qualifications for all purposes.

SCHEDULE

Request for Qualifications Released	Dec. 11, 2003
Submittals Due	Jan. 8, 2004
Public Mtg. of Evaluation Comm.	Jan. 9, 2004
Award of Contract	Jan. 22, 2004

The Port of Palm Beach reserves the right to change this schedule.

SUBMISSION FORMAT

Submitters responding to this RFQ shall submit Submissions according to the following format:

I. Executive Summary

This section shall provide a general overview of the company, stating qualifications and experience to perform the services outlined, as well as a summary of the submission, discussing ability to meet needs of the Port of Palm Beach.

The Master Plan Update contract will be awarded to the Submitter whose submittal best addresses the following criteria (in no particular order below) and other criteria as the Port may choose to apply.

<input type="checkbox"/> Experience at performing similar master plan updates for other ports
<input type="checkbox"/> Demonstrated ability to perform such a function for the Port of Palm Beach
<input type="checkbox"/> Familiarity with the Port of Palm Beach and surrounding area
<input type="checkbox"/> Understanding of local/city/county/state agencies/initiatives related to Port development
<input type="checkbox"/> Fulfillment of the Port's Minority Business Enterprise/Woman-Owned Business policy initiatives

II. Price Proposal

Each Submission should include a schedule of rates for all personnel, by classified by title, to be employed in connection with the work described herein, with an estimate of the number of hours anticipated to be expended by such class.

The successful submitter will work in conjunction with the Port's longtime engineering firm, Gee & Jenson/CH2M Hill, whose input, based upon extensive familiarity, is deemed essential for performance of various functions related to this study. Gee & Jenson/CH2M Hill already has been providing information to the county and state in regard to the mandatory Comprehensive Plan and recently completed an examination of issues related to access, on-port rail and regional intermodal status (see Attachment "B", "Port of Palm Beach Intermodal/Freight Rail Development Study", which may serve as a starting point for the Master Plan Update effort.

The Master Plan Update is to be performed by way of matching funds, one-half of which is to come from FDOT District Four, and one-half of which is to come from the Port of Palm Beach District.

Successful complete performance of contract is to be within 120 to 150 days of the signing of said contract.

III. Insurance and Indemnification Requirements

- A. The Submitter agrees to protect, defend, reimburse, indemnify and hold the District, its agents, employees and elected officers and each of them, free and harmless at all times from and against any and all claims, liability, expenses, losses, suits, costs, fines and damages (including attorney fees) and causes of action of every kind and character against or from the District by reason of any damage to property or the environment, or bodily injury (including death) incurred or sustained by any party hereto, or of any party acquiring any interest hereunder, and any third or other party whomsoever or any governmental agency, arising out of or incident to or in connection with the Submitter's performance under this Agreement. The Submitter's acts, omissions or operations hereunder, or the performance, nonperformance or purported performance of the Submitter or any breach of the items of this Agreement; provided, however, the Submitter shall not be responsible to the District for damages resulting out of bodily injury or damages to property which the Submitter can establish as being attributable to the sole negligence of the District, its respective agents, servants, employees or officers. The indemnification shall include, but not be limited to, suits, actions, or claims brought because of any injuries or damages sustained by any person or property on account of the Submitter's operations in connection with the contract; or in consequence of any neglect in performing the connection with the goods and services; or because of any act or omission by the Submitter.
- B. It shall be the responsibility of the successful Submitter to provide evidence of the following minimum amounts of insurance coverage prior to the start of work. Failure to provide this written evidence prior to the commencement date may be grounds for immediate cancellation of this award.

Workers compensation and employer's liability coverage to apply to all employees for statutory limits in compliance with applicable State and Federal laws.

Commercial General Liability shall have minimum limits of \$500,000 Per Occurrence Combined Single Limit for Personal Injury, Bodily Injury and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Complete Operations, Contractual Liability and Broad Form Property Damage Endorsements.

Business Auto Liability shall cover any auto for bodily injury and property damage and shall include owned vehicles, hired and non-owner vehicles, and employee non-ownership with minimum limits of \$500,000, per occurrence combined single limit for bodily injury and property damage.

Any other insurance required by State or Federal law.

A signed Certificate or Certificates of Insurance, evidencing that required insurance coverage has been procured by Submitter in the types of amount(s) required hereunder, shall be transmitted to the District prior to Submitter performing any operations under the terms of the contract.

Except as to Workers Compensation and Employers Liability, said Certificate(s) shall clearly state that coverage required by the contract has been endorsed to include the District a quasi-public corp. and political subdivision of the State of Florida, its officers, agents and employees as Additional Named Insured. The Certificate of Insurance shall unequivocally provide 30 days written notice to the Port of Palm Beach District prior to any adverse change, cancellation or non-renewal of coverage thereunder. Said liability insurance must be acceptable to and approved by the District as to form and types of coverage. In the event that the statutory liability of the District is amended during the term of this agreement to exceed the above limits, Submitter shall be required, upon 30 days written notice by the District, to provide coverage of at least equal to the amended statutory limit of liability of the District.

IV. Requirements.

Successful complete performance of contract is to be within 120 to 150 days of the signing of said contract.

Submitters responding to this RFQ shall provide submittals according to the following: **Submittal packages, including cover letter and all attachments, shall not exceed a total of thirty (30) pages in length.**

Submitters shall provide a general overview of the company, stating qualifications and experience to perform the services outlined, as well as a summary of the submission, discussing ability to meet needs of the Port of Palm Beach and its tenants.

Submittals must include:

- An organizational chart specifying the roles of key individuals to be assigned to work under a Master Plan Update contract with the Port.
- Brief biographical sketches of key Submitter members.
- Methodology and approach, including established timeline, for performing the three components of the Master Plan Update, as outlined above.
- Examples of relevant experience indicating ability to successfully perform such functions.

V. Technical Support

The Port of Palm Beach expects suppliers to provide technical support to all locations on a timely basis as well as work closely with Port of Palm Beach personnel to ensure strategic goals and objectives, associated with the services outlined in this RFQ, are accomplished. From time to time and upon the Port of Palm Beach's request, the supplier may be required to assist in special projects concerning some or all of the services outlined within this RFQ. Submissions shall demonstrate ability to comply with the above.

V. Other Conditions

A. NON-COLLUSION; PUBLIC ENTITY CRIMES; DRUG-FREE WORKPLACE.

Submitter certifies that this submission is made without prior understanding, agreement or connection with any corporation, firm or person submitting a submission for the same materials, services, supplies or equipment and is in all respects without collusion or fraud.

No premiums, rebates, or gratuities permitted, either with, prior to or after any delivery of material or provision of services. Any such violation may result in contract cancellation, return of materials or discontinuation of service and the possible removal from the vendor submission list(s).

Within five business days of award of contract hereunder, the Submitter shall execute and deliver to the Port a fully completed, executed and notarized Sworn Statement in the form attached hereto as Attachment A. The Submitter is specifically notified of the provision of Florida Statutes §287.133(2)(a), that proscribe any bidding by a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime.

In compliance with F.S. Section 287.087, the attached Drug-Free Workplace Certification, attached as Attachment B, shall be executed and submitted with the Response in order to be considered for a preference whenever two (2) or more submissions which are equal with respect to price, quality, and service are received by the District.

B. CONFLICT OF INTEREST

The award is subject to provisions of State Statutes, County and Ordinances of the City of Riviera Beach. All Submitters must disclose with the submission the name of any officer, director, or agent who is also an employee of the District. Further, all Submitters must disclose the name of any Port employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the Submitter's firm or any of its branches.

C. LEGAL REQUIREMENTS

Federal, State, County, and City of Riviera Beach laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Submitter shall in no way be cause for relief from responsibility.

Submitters doing business with the District are prohibited from discriminating against any employee, applicant or client because of race, creed, color, national origin, sex or age with regard to but not limited to the following employment practices, rates of pay or other compensation methods and training selection.

D. EEO STATEMENT; M/WBE PARTICIPATION

1. The District is committed to assuring equal opportunity in the award of contracts and, therefore, complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age, and sex, and requires its Submitters to do the same.
2. The Port of Palm Beach District ("Owner") has adopted a plan to give Minority/Women Business Enterprises ("M/WBE") an ample opportunity to maximize their participation within the scope of the Owner's ongoing procurement process. The Board of Commissioners of Owner has set, as an annual goal, the awarding of not less than eight (8%) percent of its total projected spending on professional services on firms that are qualified and certified as M/WBE's, as determined by the Palm Beach County Intergovernmental Certification Consortium ("ICC"), the federal government, the State of Florida, or another county of the State of Florida.
3. Any subcontractor that is not currently certified may submit a certification form, detailing all pertinent information to the ICC Certification Committee. In general, not less than fifty-one (51%) percent of the beneficial and working interest in the M/WBE Submitter must be owned by either women, blacks, Hispanics, Portuguese, Asian/American or native American/Alaskans, or handicapped individuals.
4. Each Submitter must submit a Statement, in the form attached as Exhibit D, setting forth its good faith efforts, if the Submitter plans to use any subcontractors, to use employees or M/WBE firms or sufficient quantity to meet the goal established by the Port of Palm Beach District. Approval of a Bid, without use of M/WBE subcontractors, or approval of the sufficiency of the effort of the Submitter to meet the goal, shall be made in the sole discretion of the Port of Palm Beach District. Conditions that will automatically allow the non-use of M/WBE subcontractors include, but are not limited to: (a) no M/WBE bids were received; (b) the M/WBE bids made did not equal or exceed the Port's goal; or (c) all M/WBE bids were not the lowest responsible bid in each case.

5. This Plan shall not be construed to give a Submitter that uses a higher level of M/WBE subcontractors any preference over other Submitters; however, Submitters showing no evidence of M/WBE subcontractor participation may not qualify for award of a contract, if there are other Submitters that either met the goal, or showed good faith efforts to meet the goal.
6. After award of the Contract, failure of the successful Submitter to employ M/WBE's at the minimum level of participation shall constitute a default under the Construction Contract, and grounds for termination of same. Any questions concerning the Owner's M/WBE Plan shall be directed to the Architect/Engineer prior to Bid submittal.

E. CONTRACTUAL AGREEMENT

The terms of this Request for Qualifications (including all Addenda issued incidental hereto) shall be included and incorporated in the final award and shall constitute a portion of the contract together with the submission response and all specification documents, all of which shall together constitute the entire agreement of the parties ("Agreement"), a copy of which is attached as Attachment C and incorporated herein. There are no other agreements, promises, warranties or representations. Any and all legal action necessary to enforce the award shall be held in Palm Beach County with attorney fees and costs awarded to the prevailing party, and the Agreement shall be enforced and incorporated in accordance with Florida law. The District and the Submitter each waive trial by jury in connection with any matter arising hereunder.

F. TERM OF CONTRACT: TERMINATION FOR CONVENIENCE

The term of the contract shall commence upon award and execution of the Agreement referred to in the previous section, and shall expire as set forth therein.

1. The District may, for any reason whatsoever, terminate performance under the Agreement by the Submitter for convenience. The District shall give written notice of such termination to the Submitter specifying when termination becomes effective. The Submitter shall incur no further obligations in connection with the Work and the Submitter shall stop Work when such termination becomes effective. The Submitter shall also terminate outstanding orders and subcontracts. The Submitter shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The District may direct the Submitter to assign the Submitter's right, title and interest under termination orders or subcontracts to the District or its designee. The Submitter shall transfer title and deliver to the District such completed or partially completed work and materials, equipment, parts, fixtures, information and contract rights as the Submitter has. When terminated for convenience, the Submitter shall be compensation as follows:

2. The Submitter shall submit a termination claim to the District specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the District. If the Submitter fails to file a termination claim within one (1) year from the effective date of termination, the District shall pay the Submitter an amount derived in accordance with sub-paragraph (c) below;
3. Absent agreement to the amount due to the Submitter, the District shall pay the Submitter the following amounts:
 - A. Contract prices for labor, materials, equipment and other services accepted under this Contract;
 - B. Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the Submitter's performance, and a reasonable allowance for profit in connection with the Work actually performed; provided however, that if it appears that the Submitter would have not profited or would have sustained a loss if the entire Contract would have been completed, profit shall be reduced to reflect the anticipated rate of loss, if any;
 - C. Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders. These costs shall not include amounts paid in accordance with other provisions hereof.

G. PROTEST PROCEDURE

The District is not subject to the provisions of Florida Statutes Section 120.53(5), as amended, relating to protests.

ATTACHMENT A

**SWORN STATEMENT PURSUANT TO
SECTION 287.133(3)(a)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY
PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This Sworn Statement is submitted to the PORT OF PALM BEACH DISTRICT ("PORT") by whose business address is _____, and (if applicable) its Federal Employer Identification Number (FEIN) is: _____. (If the entity has no FEIN, include the Social Security Number of the individual signing this Sworn Statement: _____).
2. I understand that a "public entity crime" as defined in Florida Statutes §287.133(1)(g), means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any submission or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that a "convicted" or "conviction" as defined in Florida Statutes §287.133(1)(b), means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Florida Statutes §287.133(1)(a), means:
 - (a) A predecessor or successor of a person convicted of a public entity crime; or
 - (b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Florida Statutes §287.133(1)(e), means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Submissions or applies to bid on contract for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this Sworn Statement. [Indicate which statement applies.]

_____ Neither the entity submitting this Sworn Statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of this entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this Sworn Statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of this entity, or any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this Sworn Statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of this entity, or any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this Sworn Statement on the convicted vendor list. [attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PORT IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PORT PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ___ day of _____, 2003 by _____, who is personally known to me or who has produced _____ as identification.

My commission expires:

NOTARY PUBLIC Printed name:

Bonded Through:

ATTACHMENT B

DRUG-FREE WORKPLACE CERTIFICATION

In accordance with F.S. Section 287.087, a preference will be given to Submitters submitting with their submissions the following certification that they have implemented a drug-free workplace program which meets the requirements of F.S. Section 287.087; provided, however, that any preference given pursuant to F.S. Section 287.087, shall be made in conformity with the requirements of the District policies. In the event tie submissions are received from Submitters who have not submitted with their submissions a completed Drug-Free Workplace Certification form, the award will be made in accordance with the District's policy pertaining to tie submissions.

This Drug-Free Workplace Certification form must be executed and returned with the submission, and received on or before the time of opening of submissions to be considered.

Whenever two (2) or more submissions are equal with respect to price, quality, and service are received by the District for the procurement of goods or services, a submission received from a business that certifies that it has implemented a drug-free workplace program shall be given a preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the goods or services that are the subject of the submission, a copy of the statement specified in number (1), above.
- (4) In the statement specified in number (1), above, notify the employees that, as a condition of working on the goods or services that are under the submission, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or of any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation.

THIS CERTIFICATION is submitted by _____, the
of _____, who does hereby certify that said company has
implemented a drug-free workplace program which meets the requirements of F.S. Section
287.087, which are identified in numbers (1) through (6) above.

Date: _____

Signature

ATTACHMENT C
AGREEMENT
PORT OF PALM BEACH DISTRICT

This agreement entered into this _____ day of _____, 2003, by and between _____, a Florida corporation, hereinafter referred to as "CONTRACTOR" and the Port of Palm Beach District, a quasi-public corp. and political subdivision of the State of Florida, hereinafter referred to as "DISTRICT".

WITNESSETH

DISTRICT and CONTRACTOR, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and value of which is hereby acknowledged by both parties hereby agree as follows:

1. DISTRICT and CONTRACTOR both hereby agree to enter into an agreement for the performance of master plan update services. This agreement will commence on the effective date written above.

2. All the terms and conditions of the agreement shall be the terms and conditions as specifically set forth in the Port of Palm Beach District's Request for Qualifications for Master Plan Update Services (including all Addenda issued incidental thereto) and the CONTRACTOR'S fully executed response thereto submitted to the DISTRICT. In the case of conflict between the Submission and the Request for Qualifications, the Request for Qualifications shall control, unless otherwise agreed in writing and signed by the Executive Director of the Port of Palm Beach. Both parties hereby agree and acknowledge that this agreement, together with all proposal documents, all insurance documents required thereby and any other materials required under the proposal documents shall constitute the entire agreement.

3. District agrees to compensate Contractor at the rate set forth in the Contractor's Response. Contractor shall render a monthly statement in form and substance acceptable to the District, and the District shall make payment thereof within thirty (30) days thereafter. Neither payment to the Contractor, nor any other act or omission by the District shall be interpreted or construed as an acceptance of any Work of the Contractor not strictly in compliance with this Contract.

4. Notice as required in the agreement documents shall be sufficient when sent by certified mail or hand delivered to the parties at the following addresses:

DISTRICT

Port of Palm Beach District
4 E. Port Rd.
Riviera Beach, Fla. 33404
Attention: Executive Director

CONTRACTOR

5. This agreement along with all other documents referred in Paragraph two, above, constitute the entire agreement between the parties; no modification shall be made to this agreement unless such modification is in writing, agreed to by both parties, and attached hereto as an addendum to this agreement.

6. General Terms and Conditions.

- A. Contractor shall comply in all respects with the requirements of law relating to the furnishing of reports and statements and shall strictly comply at all times with all other laws, rules, regulations, and ordinances, State, Federal, or Municipal, applicable to the operations and environmental, hazardous materials, safety, or health laws or regulations.
- B. Contractor shall be fully responsible for any environmental contamination caused by or contributed to by the Contractor or the Contractor's employees.
- C. Contractor and Contractor's employees shall abide by all Port of Palm Beach terminal policies and procedures, safety rules and regulations and will be expected to participate with Terminal Safety programs and activities. Reporting of all injuries and accidents to local Port of Palm Beach management shall be mandatory, as they occur. Contractor will be required to enforce said safety rules and regulations and shall have a disciplinary policy to deal with non-compliance. All OSHA rules and regulations with regard to the Contractor's work force shall be enforced by the Contractor.
- D. Contractor shall conduct a criminal background investigation, including an inquiry regarding outstanding warrants in all fifty (50) United States, on all Contractor's employees and agents utilized to perform the services. Access to a terminal will be denied, to any employee, agent or representative of Contractor with outstanding warrants, a history of theft-related arrests or

felony convictions within five (5) years of his or her proposed access to a terminal, or who fails to meet criteria established by the State of Florida or the Port of Palm Beach District for such access. Contractor shall pay the Tariff Rate for any background checks performed by the Port of Palm Beach District and for any identification badges issued.

- E. Contractor will insure that all Contractor personnel are provided personal protective safety gear (at Contractor’s own expense) and that the wearing of such personal protective safety gear, in designated areas, is enforced.
- F. Contractor employees and or agents will conduct themselves in a professional manner at all times. Misconduct will not be tolerated on the Port of Palm Beach facilities. The Port of Palm Beach reserves the right to refuse admittance to any person (s) at their sole discretion and without prior notice.
- G. Contractor shall properly manage its work force to insure quality service is rendered and that all efforts are coordinated. Contractor must coordinate efforts with local Port of Palm Beach management as required. Contractor shall provide sufficient personnel, materials, and equipment to satisfy the requirements of service.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the date and year first above written.

CONTRACTOR:

Witness:

BY:

(Corporate Seal)

PORT OF PALM BEACH DISTRICT

George E. Mastics, Chairman

Attest:

Wayne M. Richards, Secretary

ATTACHMENT D

STATEMENT OF M/WBE GOALS FULFILLMENT

State how you would assist the Port of Palm Beach District is achieving its M/WBE goals, if at all: