

**REQUEST FOR PROPOSALS**

**for**

**Provision of  
Railcar Switching Services**

**for**

**Port of Palm Beach Terminal**



## *INTRODUCTION*

The Port of Palm Beach, Florida, is issuing this Request for Proposals (RFP) to cover the acquisition of certain services related to Terminal Railcar Switching other related services as described within this RFP.

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

## *INFORMATION NOT CONFIDENTIAL*

Proposals 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 terminal operations. A visit may be arranged by contacting Mr. Mike Davis at 561-253-4807. The Port of Palm Beach terminal is located at 1 East 11<sup>th</sup> Street, Riviera Beach, Florida.

## *SELECTION PROCESS*

Review of proposal submissions shall be done by an evaluation committee ("Evaluation Committee") to include the Deputy Port Director of the Port of Palm Beach (chair), the Director of Operations of the Port, Director of Finance, who shall or may consult with a rail operations professional from the Port's firm of consulting engineers, and/or an independent rail consultant. Proposals will be reviewed in a public proceeding to take place 2:00 p.m., Monday, December 1, 2003 at the Port's 6<sup>th</sup> floor conference room.

## *PRESENTATIONS*

The three highest-ranking preliminarily qualified submitters as determined by the Evaluation Committee shall be invited to make presentations individually at the Port of Palm Beach's offices located in Riviera Beach, Florida. These presentations will provide an opportunity for those suppliers to present their proposals. Members of the Port of Palm Beach evaluation committee will be present to hear the presentations and ask and answer pertinent questions.

*REPLIES*

Sealed written proposals must be received by the close of business (5 p.m. Eastern Time), Monday, November 24, 2003. Proposals and other pertinent materials should be directed to the following address;

Port of Palm Beach  
c/o Lori Baer, deputy director  
One East 11<sup>th</sup> Street  
Riviera Beach, FL 33404

Proposals received after the bid closing will not be accepted.

These documents constitute the complete set of specification requirements and proposal forms. **All contractors are instructed to provide one (1) original proposal document signed in ink and four (4) complete copies of this original with your submittal.** Proposals 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 Contractor to ensure that his or her proposal 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 proposal time must be and shall be scrupulously observed. Under no circumstances shall proposals delivered after the time specified be considered. Such proposals will be returned to the Contractor unopened.

All proposals 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.

Contractors shall not be allowed to modify their proposals after the opening time and date. Proposal files may be examined during normal working hours, after the proposal opening, by appointment only.

*AWARD*

The rail switching contract will be awarded at the Port of Palm Beach's sole discretion to the supplier or suppliers whose proposal offers the best total value based on the following criteria (in no particular order below) and other criteria as the Port of Palm Beach may choose to apply:

<input type="checkbox"/> Safety Performance
<input type="checkbox"/> Labor Strategy / Transition Plan
<input type="checkbox"/> Labor / Equipment Resources
<input type="checkbox"/> Price
<input type="checkbox"/> Industry / Management Experience
<input type="checkbox"/> Quality Assurance
<input type="checkbox"/> Continuous Cost Improvement Commitment
<input type="checkbox"/> Flexibility of Service Hour Scheduling to Protect Early Morning Spotting and/or Late Cutoff for Pickup of Intermodal and Carload Traffic

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

*SCHEDULE*

Request for Proposals Released	Friday, November 7, 2003
Site Visits	As Requested and Scheduled
Proposals Due	5:00 p.m., Mon., Nov. 24, 2003
Presentations to Port	Monday, December 8, 2003
Award of Contract	Thursday, December 18, 2003

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

*PROPOSAL FORMAT*

Suppliers responding to this RFP shall submit proposals 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 proposal, discussing ability to meet needs of the Port of Palm Beach and its tenants and how the company would transition this work should it be awarded a contract. **Summaries should include an action plan with a timeline of the key events required for a successful transition.** In addition, the following information on each company should be included:

- Employment qualification criteria (i.e., pre-hire drug screening, background checks, physical examinations, audio grams, etc.),
- Safety performance records, measurements, and documentation of safety goals,
- List of trade references to include contact names and phone numbers,
- List of all terminals at which the company currently provides switching and rail transfer operation services, including annual number of railcars switched, by terminal,
- Copies of any labor agreements covering the work force to be used in this operation,
- Copy of proposed organization charts for the operation (job positions only, no names),
- Proposed contractor supplier equipment to be utilized in this operation,
- Completed vendor qualification survey (Attachment E).

## II. Price Proposal

The Port of Palm Beach is desirous of a work force which would deliver economic and operational synergies to both parties, based in all likelihood upon a 5 1/2-day work week (Monday through Friday, plus half-day Saturday). The Port is interested in a three-year minimum initial term agreement with fixed pricing throughout the initial term.

Suppliers shall submit a price proposal, for providing railcar switching and related services as outlined within this RFP, considering the service levels identified above and in attachments hereto, using the formatted pricing documents found in Attachment D. Rates quoted on Attachment D shall be all-inclusive of management, supervision, maintenance, labor, manpower, taxes, insurance, parts and supplies not specifically defined within this RFP as being provided by the Port, and any and all other costs of overhead and profits required to supply the service. The Port of Palm Beach will not commit to any minimum dollar or volume levels.

## III. Insurance and Indemnification Requirements

- A. The Contractor 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 Contractor's performance under this Agreement. The Contractor's acts, omissions or operations hereunder, or the performance, nonperformance or purported performance of the contractor or any breach of the items of this Agreement; provided, however, the contractor shall not be responsible to the District for damages resulting out of bodily injury or damages to property which the Contractor 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 Contractor'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 Contractor.

- B. It shall be the responsibility of the successful Contractor 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 Contractor in the types of amount(s) required hereunder, shall be transmitted to the District prior to Contractor 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, Contractor 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 Set Forth in Attachments A, B and C.

The Port of Palm Beach has defined requirements and standards for services being offered for bid. Specific information regarding these requirements and standards can be found in Attachments A, B and C. Suppliers must demonstrate ability to comply with said requirements and standards.

#### 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 RFP, 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 RFP. Proposals shall demonstrate ability to comply with the above.

#### V. Other Conditions

##### A. NON-COLLUSION; PUBLIC ENTITY CRIMES.

Contractor certifies that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal 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 proposal list(s).

Within five business days of award of proposal hereunder, the Contractor shall execute and deliver to the Port a fully completed, executed and notarized Sworn Statement in the form

attached hereto as Attachment F. The Contractor 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.

#### B. CONFLICT OF INTEREST

The award is subject to provisions of State Statutes, County and Ordinances of the City of Riviera Beach. All Contractors must disclose with the proposal the name of any officer, director, or agent who is also an employee of the District. Further, all Contractors must disclose the name of any Port employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the Contractor'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 Contractor shall in no way be cause for relief from responsibility.

Contractors 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 Contractors to do the same.
2. The targets for participation by qualified and certified Minority firms as contractors and/or firms supplying goods and/or services to this project have been set at not less than fifteen percent (15%).
  1. "Minority/Women Business Enterprise" in general means, not less than fifty-one (51%) percent of the beneficial and working interest in the Company must be owned by either women, blacks, Hispanics, Portuguese, Asian/American or Native American/Alaskans, or handicapped individuals. The District has adopted a plan to give Minority/Women Business Enterprises ("M/WBE") an ample opportunity to maximize their participation within the scope of the District's ongoing procurement process. Qualifying firms certified as M/WBE's are 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.

2. Any subcontractor that is not currently certified may submit a certification form, detailing all pertinent information to the ICC Certification Committee.
3. Proposers may be listed in the most current Minority/Women Business Enterprise Directory in complying with these Provisions. A current Minority/Women Business Directory may be obtained by contacting the Palm Beach County (PBC) Department of Small Businesses and Minority/Women Business Enterprises at 50 South Military Trail, Suite 209, West Palm Beach, Florida 33415 or by telephone at 561-233-1550. In order to participate as a Minority/Women Business Enterprise on this project, a Minority/Women Business Enterprise must have a valid certification at the time of bid submittal, bid award, and throughout the duration of the contract in which the Minority/Women Business Enterprise participates as a Minority/Women Business Enterprise.
4. All written statements, certifications or intentions made by the Proposer shall become part of the agreement between the Proposer and the Executive Director for performance of this contract. Failure to comply with any of these statements, certifications or intentions, or with the MWBE Guidelines shall constitute a breach of contract. A finding by the Executive Director that any information submitted either prior to award of the contract or during the performance of the contract is inaccurate, false or incomplete, shall also constitute a breach of contract. Any such breach may result in termination of the contract in accordance with the termination provisions contained in the contract. It shall be solely at the option of the Executive Director whether to terminate the contract for breach.

#### E. CONTRACTUAL AGREEMENT

The terms of this Request for Proposals shall be included and incorporated in the final award and shall constitute a portion of the contract together with the proposal response and all specification documents, all of which shall together constitute the entire agreement of the parties (“Agreement”). 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 awarded to the prevailing party, and the Agreement shall be enforced and incorporated in accordance with Florida law. The District and the Contractor 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 Contractor for convenience. The District shall give written notice of such termination to the Contractor specifying when termination becomes effective. The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop Work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The District may direct the Contractor to assign the Contractor's right, title and interest under termination orders or subcontracts to the District or its designee. The Contractor 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 Contractor has. When terminated for convenience, the Contractor shall be compensation as follows:
  2. The Contractor 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 Contractor fails to file a termination claim within one (1) year from the effective date of termination, the District shall pay the Contractor an amount derived in accordance with subparagraph (c) below;
  3. Absent agreement to the amount due to the Contractor, the District shall pay the Contractor 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 Contractor's performance, and a reasonable allowance for profit in connection with the Work actually performed; provided however, that if it appears that the Contractor 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.

*GENERAL REQUIREMENTS AND STANDARDS*  
*ATTACHMENT 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.
- Contractor shall be fully responsible for any environmental contamination caused by or contributed to by the Contractor or the Contractor's employees.
- 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 FRA/OSHA rules and regulations with regard to the Contractor's work force shall be enforced by the Contractor.
- 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.
- 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.
- 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.
- 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.

- Contractor must supply skilled labor to perform services required. Contractor must agree that no work will be performed by unqualified personnel.
- Contractor shall agree to arrange and require periodic attendance at training programs for all of its employees. Contractor will also be required to provide training records to the Port of Palm Beach when requested.

*RAILCAR SWITCHING AND OPERATION STANDARDS  
ATTACHMENT B*

The following services shall be provided upon the request of the Port of Palm Beach. All services shall be performed in full compliance with all Federal Railroad Administration (the "FRA") rules, regulations, and guidelines including but not limited to Power Brake Law, Hours Of Service and other certifications which entitles Contractor to provide switching, as well as the Association of American Railroads (the "AAR") rules, regulations, and guidelines. All services will be performed in a timely, safe, expeditious and workmanlike manner with due care and to the reasonable satisfaction of POPB; using duly trained, certified and licensed personnel, with the requisite physical and mental capabilities and skills.

- Contractor shall have or shall enter into an operating agreement(s) with any other third parties required to permit, among other things, contractor to operate on certain other trackage and facilities to provide the required service. In the event the Contractor does not have necessary operating agreements with other parties as required to provide the service, legal fees incurred by the contractor to establish said agreements will be for the contractor's account.
- Perform railcar switching and other services associated with the operation of the Port of Palm Beach terminal.
- Perform routine track inspection and minor maintenance in accordance with FRA class II standards. Track repair and capital expense maintenance will be the responsibility of the Port.
- Perform routine locomotive inspection and maintenance in accordance with FRA regulations to include fueling, sanding, lube oil, cooling water and brake shoe replacement. The Port will be responsible for "92" inspections and repair as well as other locomotive repair.
- POPB shall provide all diesel locomotive and fuel at no cost to contractor. However contractor shall be responsible for any waste created or caused by its employees or practices.
- At Contractor's sole expense, provide adequate appropriate shuttle vehicles satisfactory to transport contractor personnel in the performance of the services requested and keep such equipment in good maintenance and repair.

- Inspect all outbound railcars at to determine if repairs are required under Association of American Railroads (“AAR”) Car Repair Rules (hereinafter “the Car Repair Rules”), as periodically amended.
- Provide, maintain, and operate radios and or other necessary communication equipment, compatible with the Port’s and others’ equipment, as needed to provide for the efficient communication and handling of services to be provided.
- Provide all other equipment and perform all other service not specifically described in this RFP that are required for the safe and efficient performance of the services described within this RFP.
- The Port of Palm Beach shall have the right to review Contractor’s performance from time to time and to require changes in the manner in which its services are performed to facilitate more efficient operations of the terminal.

*HOURS AND DAYS OF COVERAGE REQUIRED  
ATTACHMENT C*

- Contractor shall schedule personnel to accommodate the operating needs of the terminal. Contractor employees shall be subject to overtime as required, to perform all the services outlined within this RFP.
- Contractor shall provide sufficient and qualified management and supervision of the work force as well as necessary clerical support.
- Additional qualified personnel shall be provided upon the request of the Port of Palm Beach within 72 hours of notification.

*PRICE PROPOSAL  
ATTACHMENT D*

Port of Palm Beach Terminal

**Date:** \_\_\_\_\_

**Submitted By:** \_\_\_\_\_  
(Vendor Company Name)

Services Type	Rate	Cost Per Hour
Switching, maintenance and related activities	\$ _____	Straight Time Per Labor Hour.
Switching, maintenance and related activities	\$ _____	Overtime Per Labor Hour.

The above rates shall be all inclusive for the services provided. It shall cover all Contractor’s costs, but not be limited to, cost of labor, management and supervision, administration, fuel other than for switch engines, materials, supplies, overheads, and profit margins required for the performance of the services, with the exception of items specifically identified within this RFQ as being provided by POPB.

<p><b>Proposed Rates Will Be Firm For _____ Year(s) (“Initial Term”)</b>  <b>Note: the Port desires a three year Initial Term</b></p> <p><b>Number of Renewal Terms, at Port’s option:</b>  <b>Length of each Renewal Term:</b></p> <p><b>Proposed Annual Percentage Increases After Initial Term and each Renewal Term = _____%</b></p>
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**VENDOR QUALIFICATION SURVEY  
ATTACHMENT E**

Please complete this survey and return it with submission documents.

(Contractor Company Name)

**Personal Injury Frequency Rate**

<b>Year</b>	<b>Total Recordable Incidences</b>	<b>Total Man Hours</b>	<b>Factor</b>	<b>Rate</b>
<b>2001</b>			<b>200,000</b>	
<b>2002</b>			<b>200,000</b>	
<b>2003 to date</b>			<b>200,000</b>	

**LOSS RUN AVERAGE GENERAL LIABILITY**

<b>Year</b>	<b>Total Annual Costs Of Incidences</b>	<b>Total Number Annual Incidences</b>	<b>Loss Run Average</b>
<b>2001</b>	\$		\$
<b>2002</b>	\$		\$
<b>2003 to date</b>	\$		\$

**LOSS RUN AVERAGE AUTOMOTIVE LIABILITY**

<b>Year</b>	<b>Total Annual Costs Of Incidences</b>	<b>Total Number Annual Incidences</b>	<b>Loss Run Average</b>
<b>2001</b>	\$		\$

2002	\$		\$
2003 to date	\$		\$

**LOSS RUN AVERAGE WORKMEN'S COMPENSATION**

Year	Total Annual Costs Of Incidences	Total Number Annual Incidences	Loss Run Average
2001	\$		\$
2002	\$		\$
2003 to date	\$		\$

Industry Experience	Answer	Remarks
# Years In Business Under Company Name Submitting This Proposal?		
Parent Company If Applicable?		
# Years Of Industry Experience In <b>Intermodal</b> Rail Switching Operations?		
# Years Of Industry Experience In <b>Other Types</b> Of Rail Switching Operations? (provide brief description)		
Total Number Present Employees?		
Total # Railcars Handled Annually?		
Total Number Of Terminals You Currently Provide Switching And Or Other Rail Services To?		
	%	

Does Your Company Meet Federal, State, or Local Minority Or Women Owned Enterprise Requirements?		
% Annual Employee Turn Over?	%	
<b>Equipment Resources</b>	<b>Answer</b>	<b>Remarks</b>
# of Yard Vehicles (Pick Up Trucks, Shuttle Trucks, etc.) To Be Assigned to This Operation?		
<b>Safety</b>		
How Many <b>Full Time</b> Corporate and Field Safety Mgrs. and Coordinators in Your Company?		
Employee Safety Incentives ( YES / NO)?		
Pre-employment Physical ( YES / NO)?		
Pre-employment & Or Ongoing Drug / Alcohol Screening ( YES / NO)?		
Pre-employment Back Ground Check ( YES / NO)?		
Employee Productivity Incentives ( YES / NO)?		
# Derailments in 2001?		
# Derailments in 2002?		
# Derailments in 2003 to date?		
# Human Factor Derailments in 2001?		
# Human Factor Derailments in 2002?		

# Human Factor Derailments in 2003 to date?		
<b>Quality Programs</b>		
Documented Quality Program ( YES / NO)?		
Documented Training Program ( YES / NO)?		
<b>Other</b>		
Desired Length Of Initial Term In Years?		
Payment Terms (i.e., 2% 15 Days, Net 30 Days, etc.)?		

**ATTACHMENT F**

**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 proposal 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, nonjury 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 proposals 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: