



PORT OF PALM BEACH DISTRICT

REQUEST FOR PROPOSALS

For

NETWORK CONSULTING SERVICES

RFP #05-2022-1

RFP Issue Date: May 2, 2022

Deadline for Proposals: May 26, 2022, AT 2:00 PM

**PORT OF PALM BEACH DISTRICT**

MARITIME OFFICE COMPLEX

6<sup>TH</sup> FLOOR

ONE EAST 11<sup>TH</sup> STREET

RIVIERA BEACH, FLORIDA 33404

REQUEST FOR PROPOSALS (RFP)

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Issue Date: May 2, 2022

Title: Network Consulting Services, **RFP #05-2022-1**

Deadline for Proposals: The deadline for actual receipt of Proposals is **May 26, 2022 at 2:00 PM (local time)**. No Proposals will be accepted after that day and time. See Section **Error! Reference source not found.**

Site visit: Contact MIS Director, Richard Laird, at [rlaird@portofpalmbeach.com](mailto:rlaird@portofpalmbeach.com).

Period of Agreement: Beginning upon selection of the successful Offeror, or as otherwise determined by the Board of Commissioners at the time of selection of Offeror and continuing for a Term of Thirty-Six (36) base months, with the option to renew for two (2) additional one (1) year terms.

Inquiries: This Request for Proposals (“RFP”) is determined to be complete. Please limit your inquiries to **one e-mail inquiry** prior to the sealed proposal date. Please contact Tracy Carey, Purchasing Manager, at [tcarey@portofpalmbeach.com](mailto:tcarey@portofpalmbeach.com).

Delivery, however made, must be to: Purchasing Department  
Port of Palm Beach District  
Maritime Office Complex  
6th Floor  
One East 11th Street  
Riviera Beach, FL 33404  
The outside envelope or mailing container must be labeled with the company name and RFP Number.

## Services Requested

The purpose of this RFP is to solicit sealed proposals to establish an agreement for the Services for the Port of Palm Beach District. The Services are described on Exhibit A.

### Section 1 Definitions

- 1.1 “Offeror” refers to any individual, corporation, partnership or agency which responds, in writing, to this RFP.
- 1.2 “District” 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 RFP.
- 1.3 “Goods” (if provided in connection with the Services provided for hereunder) shall include all goods, parts, software, materials, equipment, processes, or other items supplied in response to this RFP.
- 1.4 Exhibits C and D constitute the agreement to be entered into between the District and the Offeror.

### Section 2 Proposal Requirements

- 2.1 A person who has been placed on the Convicted Vendor List (or an Affiliate of that person) following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public work, may not submit bids on leases of real property to a public entity, may not be awarded and may not perform work as a contractor, supplier, subcontractor, vendor, or consultant under a contract with any public entity, for a period of thirty-six months from the date of being placed on the convicted vendor list. The term Convicted Vendor List means that list referenced in Section 287.133(3)(d), Florida Statutes. The term “Affiliate” 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.
- 2.2 The District has an overall goal to provide 12% M/WBE participation in professional services. Describe your approach to help the District achieve its M/WBE goal.
- 2.3 All respondents to this RFP must demonstrate experience in performing the Services.

- 2.4 Offeror shall monitor the District website for addenda. Offerors must include page numbers on every page of their proposal, and return three (3) signed copies (as originals), of the completed RFP (all addenda acknowledgements (if any)).
- 2.5 Offeror shall complete all Attachments set forth in the Table of Attachments and Exhibits in **Error! Reference source not found.** These include the following:
  - a) Attachment 1, the Price Proposal, which, as provided by law, must include rates for any renewal terms.
  - b) Attachment 2, the written Narrative Statement must include:
    - (1) Experience in providing services of the general nature and the variety of services available through the Offeror. This must demonstrate the Offeror’s qualifications and recent related experience.
    - (2) Management, Supervisory and Staff experience
    - (3) Specific plans for meeting the service requirements of the District
    - (4) A brief statement as to why the Offeror is best qualified to perform the required services
    - (5) Location of all operations in Palm Beach County. Other pertinent data deemed valuable during the evaluation.
  - c) Attachment 3, the Detail of References.
  - d) Attachment 4, List of Management Personnel. This shall include officers, directors, executives, partners, shareholder, employees, members or agents who are active in the management of the entity. This is required so that District can determine compliance with the requirements of Florida Statutes Section 287.133.
- 2.6 Attachment 5, Sworn Statement. This is a requirement of Florida law and cannot be waived.
- 2.7 It is the Offeror’s responsibility to meet the Deadline for Proposals. Offeror cannot rely on the United States Postal Service, Federal Express, DHL, UPS or any other carrier or courier. Email delivery is not acceptable. The time/date stamp located at the District’s Reception Area on the 6th Floor of the Maritime Office Complex will be the official authority for determining late proposals.

**Section 3 Proposal Evaluation**

Preliminary evaluation by District staff will be based upon the following factors:

<b>Description</b>	<b>Maximum Score</b>
Qualification and Experience of Firm including qualification of key personnel, longevity with company and commitment to the contract.	20%

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Firm’s ability to perform the Services including but not limited to similar scope and complexity and best practices and standards. 20%

Firm’s approach to execute the Services including use of technology, innovation and cost constraint. 20%

Cost (including renewals, if any) 30%

References 10%

*Total Maximum Score 100 percent*

The above criteria are not necessarily listed in the order of importance, and the Board of Commissioners will make the final determination of the successful Offeror, irrespective of the above scoring. District may, but is not required to, do such additional research as they deem appropriate.

**Section 4** Miscellaneous

4.1 Table of Attachments and Exhibits: The Exhibits shown on the Table of Attachments and Exhibits in **Error! Reference source not found.** shall form a part of Offeror’s response.

4.2 List of Offerors: Any Offeror wishing to receive a copy of the List of Offerors is required to enclose a stamped, self-addressed envelope with their proposal response.

4.3 Reservation of Rights: The District, acting through the Board of Commissioners, reserves the right to accept or reject any or all proposals, and to accept the proposal which best serves the interests of the District. In doing so District may waive such non-compliance as it deems non-material, provided, however, that the following will not be waived: Deadline for Proposals, Sworn Statement, and Section **Error! Reference source not found.** hereof (the provisions related to Florida Statutes Section 287.133 (Convicted Vendor List)).

4.4 Public Records: Bids will not be publically opened. Materials submitted by Offerors and the results of the District’s evaluation are open to public inspection, when and as required by the Florida Public Records Act. Offerors should take special note of this as it relates to any proprietary information that may be included in proposals.

4.5 Non-Exclusivity: The District is not agreeing to purchase the Services exclusively from Offeror. This is not an exclusive contract for provision of Services. The District reserves the right to acquire some or all of the Services under a contract between the Offeror and another governmental entity through “piggy-backing”. This reservation applies both to the initial award of this solicitation and to acquisition after a term contract may be awarded. Additionally, District reserves the right to award other contracts for the Services falling within the scope of this

solicitation and resultant contract when the specifications differ from this solicitation or resultant contract, or for goods and services specified in this solicitation when the scope substantially differs from this solicitation or resultant contract.

- 4.6 **Warranty:** Offeror shall provide a minimum warranty (“Warranty”) of (i) at least one (1) year as to Goods, and (ii) provide the factory/manufacturer warranty on all Goods furnished hereunder, against defect in materials and/or workmanship. The factory/manufacturer warranty shall become effective on the date of delivery and acceptance by District; provided, however, that should any defect in materials or workmanship, excepting ordinary wear and tear, appear during the above stated warranty period, the successful Offeror shall repair or replace same at no cost to District.
- 4.7 **Contract:** This Request for Proposals, all Addenda thereto (if any), including the Table of Attachments and Exhibits and the Offeror’s Response shall constitute a part of the contract between District and the successful Offeror. The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the successful Offeror and District for any terms and conditions not specifically stated in this Request for Proposals. After award, the contract may be modified by mutual consent, in writing, by and addendum, supplemental agreement, purchase order or change order, as appropriate.
- 4.8 **Conflict:** All Offerors shall disclose with their response the name of any officer, director, or agent who is also an employee or a relative of an employee of District. Further, all Offerors shall disclose the name of any District employee or relative of a District employee who owns, directly or indirectly, an interest of ten percent or more in the Offeror’s firm or any of its branches.
- 4.9 **Collusion:** Offeror certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful, or wrongful act, or any act which may result in unfair advantage for one or more Offerors over other Offerors. Conviction for the commission of any fraud or act of collusion in connection with any sale, bid, quotation, proposal or other act incident to doing business with any governmental entity may result in permanent debarment. No premiums, rebates or gratuities are permitted to a third party or an employee of District; either with, prior to or after any delivery of Goods or Services.
- 4.10 **Withdrawal of Responses:** Responses may be withdrawn only at any time prior to the Response Deadline, by a letter addressed to the Purchasing Manager, which may be delivered via email, as set forth for Inquiries.
- 4.11 **Ties:** The Purchasing Manager will decide all ties, by flip of coin.
- 4.12 **Standards:** All Goods and Services provided shall meet all State and Federal Safety regulations. Offeror certifies that all products (materials, equipment, processes, or other items supplied in response to this Request for Proposal) contained in its Response meets all ANSI, NFPA, and all other Federal and State requirements. Offeror further certifies that, if it is the successful Offeror, and the product delivered is subsequently found to be deficient in any of the aforementioned requirements in

effect on date of delivery, all costs necessary to bring the product into compliance shall be borne by the Offeror. Any toxic substance provided to District as a result of this solicitation or resultant contract shall be accompanied by its Safety Data Sheet (SDS). (The SDS includes information such as the properties of each chemical; the physical, health, and environmental health hazards; protective measures; and safety precautions for handling, storing, and transporting the chemical. The information contained in the SDS must be in English. In addition, OSHA requires that SDS preparers provide specific minimum information as detailed in Appendix D of 29 CFR 1910.1200). For construction contracts in excess of \$150,000, the contractor shall and agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, paragraph G.

- 4.13 Governing Law and Venue: The RFP and the contract resulting from it shall be construed and enforced under the laws of the State of Florida and the venue in any litigation in connection therewith shall be in Palm Beach County, Florida.
- 4.14 Cone of Silence: The “Cone of Silence” is in effect from the date and time of the deadline for submission of the response, and terminates at the time that the Board of Commissioners awards or approves a contract, rejects all responses, or otherwise takes action which ends the solicitation process. During the period of the Cone of Silence, there shall be no oral or written communications with any District Commissioner or employee regarding the subject matter of this Request for Proposals.

**Section 5** Table of Attachments and Exhibits

**Table of Attachments and Exhibits**

Attachment 1	Price Proposal Form	To be completed by Vendor
Attachment 2	Narrative Statement	To be completed by Vendor
Attachment 3	Specific References	To be completed by Vendor
Attachment 4	List of Management Personnel	To be completed by Vendor
Attachment 5	Sworn Statement Of Contractor	To be completed and signed by Vendor
Attachment 6	Checklist	To be completed by Vendor
Exhibit A	Services Requested	To be completed by District
Exhibit B	Required Insurance	To be completed by District

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Exhibit C	Form of Agreement
Exhibit D	General Conditions to Form of Agreement

**ATTACHMENT "1"**

**PRICE PROPOSAL FORM**

**RFP #05-2022-1 NETWORK CONSULTING SERVICES**

In consideration of the above attachments, the offeror will undertake the assignment for a:

Regular working hours rate of (travel time included): \$ \_\_\_\_\_

Overtime working hours rate of (travel time included): \$ \_\_\_\_\_

Regular working hours rate for designated personnel  
such as Supervisors, Engineers, etc. \$ \_\_\_\_\_  
(travel time included), if applicable.

Overtime working hours rate for designated personnel  
such as Supervisors, Engineers, etc. \$ \_\_\_\_\_  
(travel time included), if applicable.

ATTACH, ON A SEPARATE APPENDIX, THE COST FOR ANY RENEWAL TERMS, IF APPLICABLE.

Proposal of: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

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Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

END OF PRICE PROPOSAL FORM

**ATTACHMENT 2**  
**NARRATIVE STATEMENT**

Please fully explain your company's strategy in performing the Services. Please do not use more than three, single-spaced pages to answer the requirements of this Attachment.

**ATTACHMENT 3**  
**SPECIFIC REFERENCES**

Please attach a list of those firms and/or public entities for which you are currently providing Services similar to those which are the subject of this RFP, indicating the following:

- 1 Name
- 2 Address
- 3 Contact Person with **Title, Email Address and Telephone number**
- 4 Dates of Service
- 5 Description of Services Provided
- 6 Please indicate the same information of entities canceling or terminating your services within the last five (5) years. Also include the reason(s) for cancellation or termination.

**ATTACHMENT 4**

**LIST OF MANAGEMENT PERSONNEL**

**(This is required in order to cross-check the Convicted Vendor List)**

The following is a current list of Management Personnel

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Position Held: \_\_\_\_\_

Position Held: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Position Held: \_\_\_\_\_

Position Held: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Position Held: \_\_\_\_\_

Position Held: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Position Held: \_\_\_\_\_

Position Held: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

**ATTACHMENT 5**

**SWORN STATEMENT**

(SECTION 287.133(3)(A)) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES)

(NOTE: THIS MUST BE COMPLETED WITHOUT ALTERATION OR QUALIFICATION OR YOUR RESPONSE TO THE RFP WILL BE REJECTED)

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: \_\_\_\_\_).

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 bid 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.

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.

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.

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 bids or applies to bid on contracts 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.

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 statements apply.]

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(A) \_\_\_\_\_ (No Convictions) 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.

(B) \_\_\_\_\_ (Convictions) 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, but the entity and no such person is on the Convicted Vendor List as defined in Florida Statute §287.133. **[PORT STAFF – If this item is checked, you must consult with the District Executive Director or CFO]**

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 OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO.

\_\_\_\_\_ (Signature of person signing)

\_\_\_\_\_ (Printed name of person signing)

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as \_\_\_\_\_(Title) of \_\_\_\_\_, a Florida \_\_\_\_\_ (Type of entity) on behalf of the entity. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

Notary Public, Commission No. \_\_\_\_\_

SEAL

\_\_\_\_\_  
Name of Notary, typed, printed or stamped

**ATTACHMENT 6**  
**PORT OF PALM BEACH DISTRICT**  
**CHECKLIST**  
**(NETWORK CONSULTING SERVICES #05-2022-1)**

The following information and instructions are provided as a reminder to emphasize the importance of submitting a thorough and complete Proposal. Read the RFP submittal instructions in their entirety. Failure to adhere to the RFP instructions shall result in the Proposal being considered non-responsive.

Initial each of the following items as the necessary action is completed.

- 1. Vendor has read Section 3, Proposal Requirements, in its entirety.
- 2. Vendor has read Exhibit A, Services Requested, in its entirety.
- 3. A cover letter, with an original wet ink signature, is included.
- 4. The number of Proposal copies required in Section 3.4 have been included.
- 5. The Proposal Form, with an original wet ink signature, and copies are enclosed.
- 6. Written Narrative Statement containing required information is provided.
- 7. References containing up-to-date contact information, including email addresses, are provided.
- 8. List of key Management Personnel has been provided.
- 9. Sworn Statement, Attachment 5, has been provided.
- 10. The Proposal package has been addressed to: Port of Palm Beach District, 1 E. 11<sup>th</sup> Street, Ste. 600, ATTN: Purchasing Department and delivery has been arranged to ensure receipt by the Port of Palm Beach District prior to the deadline set forth in the RFP.
- 11. The company name, solicitation number and title are clearly marked in the lower left hand corner.
- 12. Any requested additional information to be included as a separate appendix is provided.
- 13. Vendor has read and understands the sample Services Contract, Exhibit C.
- 14. A signed Acknowledgment for each Addendum issued (if any) is included.

We appreciate your interest in doing business with the Port of Palm Beach District and look forward to receiving your Proposal.

EXHIBIT "A"  
DESCRIPTION OF WORK

RFP #05-2022-1 NETWORK CONSULTING SERVICES

The Port of Palm Beach District is seeking proposals from qualified vendors to provide Network Consulting Services which include, but are not limited to, the following:

- Every aspect of setting up and maintaining a single or multiple server-based networks, in collaboration with Port IT staff, for the Port's network system.
- Provide support for network platforms to optimize application and session virtualization for multiple operating systems on one or more physical systems.
- Assistance as needed in server network backups and disaster recovery enabling Port to maintain peak performance.
- Consultant shall furnish written estimates to the Port District and receive a written Purchase Order prior to beginning work.
- Company shall provide one dedicated engineer assigned specifically to the Port in order to maintain continuity with the Port's network system.

MANDATORY MINIMUM QUALIFICATIONS:

- Cisco - CCIE Preferred Data Center
- Cisco - Fire Jumper
- EMC Professional
- VMware - VCP6
- Check Point – CCSE
- Microsoft - MCP

PREFERRED EXPERIENCE:

- Cisco networking architecture, design, implementation and support
- Cisco voice architecture, design, implementation and support
- Cisco data center architecture, design, implementation and support
- Cisco security architecture, design, implementation and support
- EMC storage architecture, design, implementation and support
- VMware virtualization architecture, design, implementation and support
- Microsoft architecture, design, implementation and support
- Disaster Recovery
- Business Continuity Planning
- Risk Assessments
- Network Assessments
- Wireless Assessments
- Security Assessments
- General IT Controls

**EXHIBIT B**  
**PORT OF PALM BEACH**  
**DISTRICT REQUIRED**  
**INSURANCE COVERAGE**

The minimum limits of liability for the insurance required under this Contract shall not be less than as follows:

A. Workers' Compensation:

1.	Employer's Liability	\$1,000,000.00
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B. Contractor's Liability Insurance:

1.	General Aggregate (Except Products – Completed Operations)	\$2,000,000.00
2.	Products – Completed Operations Aggregate	\$2,000,000.00
3.	Personal Injury (Per Person/Occurrence)	\$1,000,000.00
4.	Each Occurrence (Bodily Injury/Property Damage)	\$1,000,000.00
5.	Excess Liability	
	General Aggregate	\$1,000,000.00
	Each Occurrence	\$1,000,000.00

C. Automobile Liability:

1.	Bodily Injury	
	Each Person	\$1,000,000.00
	Each Accident	\$1,000,000.00
2.	Property Damage	
	Each Occurrence	\$1,000,000.00
	OR	
3.	Bodily Injury and Property Damage Combined Single Limit	
	Each Occurrence	\$1,000,000.00
	Aggregate	\$1,000,000.00

EXHIBIT C

Port Of Palm Beach District  
Contract Between  
Owner And Contractor - *SAMPLE*  
( \_\_\_\_\_ Services)

[Use this form where (i) the Port has put the work out for bid or (ii) or the contract is exempt from bid) or (iii) the Port is Piggy-backing on a bid that was put out by another entity (State, City or County) and accepted by the issuing entity.]

This Contract (the "Contract"), is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ ("Effective Date"), by and between the **PORT OF PALM BEACH DISTRICT**, a political subdivision of the State of Florida, created under chapter 7082, Laws of Florida, 1915, and the various special acts that are supplementary and amendatory thereto, (the "Owner") and \_\_\_\_\_, a Florida corporation (the "Contractor"), whose address is \_\_\_\_\_, Florida \_\_\_\_\_. This is a non-exclusive contract, and Owner retains full rights to use any contractor it deems appropriate for the types of services provided for under this Contract.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree:

**Section 1 DOCUMENTS INCORPORATED BY REFERENCE**

This Contract includes the work ("Work") described on EXHIBIT A, as described in the Port of Palm Beach District "**Invitation to Bid or Request for Proposal for \_\_\_\_\_, dated \_\_\_\_\_**". Documents not included or expressly contemplated in this Section 1 do not, and shall not, form any part of this Contract.

**Section 2 TERM**

The term of this contract shall be for \_\_\_\_ year(s) commencing \_\_\_\_\_, 20\_\_. This contract shall be renewable for one additional year at the option of the Owner upon written notice given to Contractor prior to termination.

**Section 3 REPRESENTATIONS OF THE CONTRACTOR**

In order to induce the Owner to execute this Contract, Contractor hereby makes the following representations and warranties, each of which shall survive the execution and expiration or earlier termination of this Contract:

- a) The Contractor is fully qualified to perform the Work and has, and shall maintain, any and all licenses, permits or other authorizations necessary to perform same.

b) Contractor is duly authorized and fully empowered and has the legal capacity to execute, deliver and perform this Contract, and to consummate the transactions contemplated hereby, and this Contract is and shall be the valid and binding obligation of Contractor, enforceable against it in accordance with its terms.

c) Neither the execution nor delivery of this Contract, nor the consummation of the transactions contemplated hereby, will conflict with, or result in, a breach or violation of the charter, articles of incorporation or bylaws of Contractor, as applicable, violate or conflict with any statute, law, rule or regulation or any order, writ, injunction or decree of any Court or governmental authority or require the consent, license, permission, action, or approval by or registration with or notice to any governmental authority or third party, other than as contemplated hereby, or violate or conflict with or constitute a default under (or give rise to any right of termination, cancellation or acceleration under the terms, conditions or provisions of) any contract, agreement, understanding, arrangement or restriction of any kind to which contractor is a party or by which Contractor may be bound.

d) All Work shall strictly conform to the requirements of this Contract.

e) The Work shall be properly supervised, the Contractor bearing full responsibility for any and all acts or omissions of those engaged in the Work on behalf of the Contractor.

#### **Section 4 PRICE AND CONTRACT PAYMENTS**

a) The Owner shall pay, and the Contractor shall accept, as full and complete payment for the Contractor's timely performance of its obligations hereunder the amounts set forth on EXHIBIT B ("Contractor's Rate Schedule"), if applicable, attached hereto, which amounts shall be billed monthly in the form of a Payment Request, based upon the Work Order (described in Section 5, which shall not be modified except by Change Order as provided in this Contract.

b) Owner shall make payment in full, less any disputed amounts, to Contractor of the Contract Price, not later than thirty (30) days following submission of a Payment Request.

c) The submission by the Contractor of a Payment Request also constitutes an affirmative representation and warranty that all Work for which the Payment Request is being submitted, and all Work for which Owner has previously paid is free and clear of any lien, claim, or other encumbrance of any person whatsoever.

#### **Section 5 WORK ORDERS**

All Work to be performed shall be by separate work order ("Work Order") signed by Owner. The Contractor shall perform, at its expense, all of the Work required, implied or reasonably inferable from the Work Order including, labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, fuel, heat, light, cooling, or other utilities, permits required for repair, debris removal, and legal disposal, where applicable. The Contract Price for the Work Order may be determined by applying the Contractor's Rate Schedule, unless a fixed Contract Price is established in advance, based generally, on the Contractor's Rate Schedule. Where the Contract Price is fixed, it shall not be subject to modification except by Change Order. All Work Orders shall include a time for completion.

#### **Section 6 CHANGE ORDERS**

a) One or more changes to the Work Order may be ordered by Change Order. The Contractor shall proceed with any such changes, and same shall be accomplished in strict accordance with the following terms and conditions:

b) Change Order shall mean a written order to the Contractor executed by the Owner after execution of this Contract, directing a change in the work and may include a change in the Contract Price or the time for the Contractor's performance, or any combination thereof.

**Section 7 SWORN STATEMENT**

The Sworn Statement under Florida Statutes Section 287.133(3)(a) attached hereto is a part of this contract.

**Section 8 GENERAL CONDITIONS**

The General Conditions attached hereto form a part of this Contract.

Attachments	
<input type="checkbox"/>	Exhibit A (Description of Work – If contract comes from a Port Bid, use the description from the Bid; If the contract comes from a Piggy-Back, use the description of the Work in the Piggy Back; If contract comes from a no-bid scenario, use the description of the Work for which bids were requested)
<input type="checkbox"/>	Exhibit B (Contractor’s Rate Schedule)
<input type="checkbox"/>	Exhibit C (Sworn Statement, per Section 7)
<input type="checkbox"/>	Exhibit D (General Conditions, per Section 8)

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and date first set forth above, and acknowledges that they have received all of the above attachments.

WITNESSES:

\_\_\_\_\_

Printed Name of  
Witness: \_\_\_\_\_

\_\_\_\_\_

Printed Name of  
Witness: \_\_\_\_\_

OWNER:

PORT OF PALM BEACH DISTRICT

BY:

\_\_\_\_\_, Chairman

CONTRACTOR

\_\_\_\_\_, a  
\_\_\_\_\_

\_\_\_\_\_

BY:

\_\_\_\_\_, \_\_\_\_\_ (Title)

Printed Name of  
Witness: \_\_\_\_\_

\_\_\_\_\_

Printed Name of  
Witness: \_\_\_\_\_

STATE OF FLORIDA ]  
COUNTY OF PALM BEACH ]

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_  
by \_\_\_\_\_, who is personally known to me or who produced Florida Driver's  
license as identification, as \_\_\_\_\_ of PORT OF PALM BEACH  
DISTRICT, a Political Subdivision of the State of Florida.

[SEAL]

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires:

STATE OF FLORIDA ]  
COUNTY OF PALM BEACH ]

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_  
by \_\_\_\_\_, who is personally known to me or who produced Florida Driver's  
license \_\_\_\_\_ as identification, as \_\_\_\_\_ of  
\_\_\_\_\_, a \_\_\_\_\_.

[SEAL]

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires:

EXHIBIT D  
GENERAL CONDITIONS

Port of Palm Beach District  
General Conditions to Contract for Services

**Section 1 OWNERSHIP OF THE DOCUMENTS WHICH MAKE UP THE CONTRACT**

The documents which make up this Contract, and each of them, as well as any other documents furnished by the Owner to Contractor, shall remain the property of the Owner.

**Section 2 INFORMATION AND MATERIAL SUPPLIED BY THE OWNER**

The Owner shall furnish, if appropriate, the legal description of the site of the Work, and any required survey, and the Owner shall obtain all required authorizations, approvals, easements, and the like, excluding permits and other permits or fees required of the Contractor by this Contract and permits and fees customarily the responsibility of the Contractor.

**Section 3 CEASE AND DESIST ORDER**

In the event the Contractor fails or refuses to perform the Work as required herein, the Owner may instruct the Contractor to cease and desist from performing further Work in whole or in part. Upon receipt of such instruction, the Contractor shall immediately cease and desist as instructed by the Owner and shall not proceed further until the cause for the Owner's instructions has been corrected, no longer exists, or the Owner instructs that the work may resume. In the event the Owner issues such instructions to cease and desist, and in the further event that the Contractor fails and refuses within seven (7) days of receipt of same to provide adequate assurance to the Owner that the cause of such instructions will be eliminated or corrected, then the Owner shall have the right, but not the obligation, to carry out the Work with its own forces, or with the forces of another contractor, and the Contractor shall be fully responsible and liable for the costs of performing such Work by the Owner or another contractor. The rights set forth herein are in addition to, and without prejudice to, any other rights or remedies the Owner may have against the Contractor.

**Section 4 DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE CONTRACTOR**

a) In addition to any and all other duties, obligations and responsibilities of the Contractor set forth in this Contract, the Contractor shall have and perform the following duties, obligations and responsibilities to the Owner:

b) All Work shall strictly conform to the requirements of this Contract.

c) The Work shall be properly supervised, the Contractor bearing full responsibility for any and all acts or omissions of those engaged in the Work on behalf of the Contractor.

d) The Contractor hereby warrants that all labor furnished under this Contract shall be competent to perform the tasks undertaken, that the product of such labor shall yield only first

class results, that all materials and equipment provided shall be new, of high quality and free of defects, that the completed Work will be complete, of high quality, without defects, and that all Work strictly complies with the requirements of this Contract. Any Work not strictly complying with the requirements of this Section 4d) shall constitute a breach of the Contractor's warranty.

e) The Contractor shall obtain and pay for all required permits, fees and licenses customarily obtained by the Contractor, and all others as required herein. The Contractor shall comply with all legal requirements applicable to the Work.

f) The Contractor shall maintain the site of the Work in a reasonably clean condition during performance of the work. Upon Completion, the Contractor shall thoroughly clean the site of all debris, trash and excess materials or equipment.

g) At all times relevant to this Contract, the Contractor shall permit the Owner to enter upon the site of the Work and to review or inspect the Work without formality or other procedure.

h) Contractor shall pay the charges for investigation of employees and issuance of security badges and proximity cards, as required by District.

#### **Section 5 WARRANTY**

If within five (5) years (twenty years, in the case of roofing work) after the date of completion of any Work )or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by , any Work is found to be defective), Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions: (i) correct such defective Work, or, if it has been replaced by Owner, remove it from the Site and replace it with Work that is not defective, and (ii) satisfactorily correct or remove and replace any damages to other Work or the work of others resulting therefrom. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where such delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or the rejected Work removed and replaced, and all claims, costs, losses and damages caused by or resulting from such removal and replacement (including but not limited to all costs or repair or replacement of work of others) will be paid by Contractor. Special and Specific warranties specified in any Work Order are in addition to, and not in lieu of the Contractor's general warranty.

#### **Section 6 INDEMNITY**

a) Contractor agrees that it will indemnify and hold and save Owner harmless of, from and against (a) all fines, suits, loss, costs, liability, claims, demands, actions, and judgments of every kind and character by reason of any breach, violation or non-performance by Contractor of any term, provision, covenant, agreement or conditions hereunder and (b) any claim, demand, actions, damages, loss, cost, liabilities, expenses and judgments suffered by, recovered from or asserted against Owner on account of injury or damage to perform or property to the extent that any such damage or injury arose from any act, omission, negligence or misconduct on the part of the Contractor, its agents, servants, employees, contractors, guests, licensees or invitees entering upon the site of the Work. The Contractor shall indemnify and hold the Owner harmless from any and all claims, liability, damages, loss, cost and expenses of every type whatsoever including, without limitation, attorneys' fees and expenses, in connection with the Contractor's performance of this Contract, provided that such claims, liability, damage, loss, cost or expense is due to sickness, personal injury, disease or death, or to loss or destruction of tangible property (other than

the Work itself), including loss of use resulting therefrom, to the extent caused by the Contractor, or anyone for whose acts the Contractor may be liable, regardless of whether such liability, claim, damage, loss, cost or expense is caused in part by the Owner.

b) In the event Owner is threatened to be or is made party to any such litigation giving rise to the indemnification obligations of Contractor under this Section 6a), then the Contractor shall pay all applicable costs and expenses of Owner, including reasonable attorneys' fees and applicable costs incurred by or imposed upon Owner by virtue of such litigation or threat thereof, and such costs and expenses shall be a demand obligation of Contractor owed promptly to the Owner. The aforesaid costs and expenses of Owner shall bear interest at the rate of eighteen (18%) percent per annum, until paid for by Contractor.

## **Section 7 CHANGE ORDERS**

a) Any change in the Contract Price resulting from a Change Order shall be determined as follows:

(1) By mutual agreement between the Owner and the Contractor as evidenced by i) the change in the Contract Price being set forth in the Change Order, (ii) such change in the Contract Price, together with any conditions or requirements relating thereto, being initialed by both parties, and (iii) the Contractor's execution of the Change Order; or

(2) If no mutual agreement occurs between the Owner and the Contractor, the change in the Contract Price, if any, shall be derived by determining the reasonable actual costs incurred or savings achieved, resulting from revisions in the work. Such reasonable actual costs or savings shall include a component for direct jobsite overhead and profit but shall not include home-office overhead or other indirect costs or components. Any such costs or savings shall be documented in the format, and with such content and detail as the Owner requires.

b) The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the work, this Contract as thus amended, the contract Price and the time for performance by the Contractor. The Contractor, by executing the Change Order, waives and forever releases any claim against the Owner for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

c) The Contractor shall notify and obtain the consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent or approval are required by the Owner, the Contractor's surety or by law. The Contractor's execution of the Change Order shall constitute the contractor's warranty to the Owner that the surety has been notified of, and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

## **Section 8 TERMINATION BY THE CONTRACTOR**

If the Owner repeatedly fails to perform its material obligations to the Contractor for a period of ten (10) days after receiving written notice from the Contractor of its intent to terminate hereunder, the Contractor may terminate performance under this Contract by written notice to the Owner. In such event, the Contractor shall be entitled to recover from the Owner as though the Owner had terminated the Contractor's performance under this Contractor for convenience.

**Section 9            TERMINATION BY THE OWNER**

The Owner may terminate this Contract in accordance with the following terms and conditions:

a) The Owner may, for any reason whatsoever, terminate performance under this Contract by the Contractor for convenience. The Owner 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 Owner may direct the Contractor to assign the Contractor's right, title and interest under termination orders or subcontracts to the Owner or its designee. The Contractor shall transfer title and deliver to the Owner 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 due compensation as follows:

(1) The Contractor shall submit a termination claim to the Owner specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Owner. Contractor agrees that it waives any claims for termination if it fails to file a termination claim within one (1) year from the effective date of termination;

(2) The Owner and the Contractor may agree to the compensation, if any, due to the Contractor hereunder;

(3) Unless waived under Section 9a)(1), or mutually agree under Section 9a)(2), the Owner shall pay the Contractor the following amounts, and may condition same on a release:

(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 plus a fair and reasonable allowance for direct jobsite overhead and profit thereof (such profit shall not include anticipated profit or consequential damages); 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, no 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.

b) The total sum to be paid the Contractor under this Section 9 shall not exceed the total Contract Price under any outstanding Work Orders, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

c) If the Contractor does not perform the Work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment and materials, or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Contract, then the

Owner, in addition to any other rights it may have against the Contractor or others, may terminate the performance of the Contractor and assume possession of the site of the Work and of all materials and equipment at the site and may complete the Work. In such case, the Contractor shall not be paid further until the Work is complete. After completion of a Work Order has been achieved, if any portion of the Contract Price, as it may be modified hereunder, remains after the cost to the Owner of completing the work, including all costs and expenses of every nature incurred, has been deducted by the Owner, such remainder shall belong to the Contractor. Otherwise, the Contractor shall pay and make whole the Owner for such cost. This obligation for payment shall survive the termination of the Contract. In the event the employment of the Contractor is terminated by the Owner for cause pursuant to this sub-paragraph and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience hereunder and the provisions of this Section 9 shall apply.

#### **Section 10 INSURANCE**

Contractor shall obtain and carry general comprehensive liability insurance with a reputable and highly rated insurance company or companies licensed in Florida and reasonably acceptable to Owner, which policy shall name both Contractor and Owner as insureds, with initial limits of not less than Two Million Dollars (\$2,000,000.00) as to personal injury or death, and Two Million Dollars (\$2,000,000.00) with respect to property damage. Each policy of insurance required under this Contract shall be non-cancelable without at least thirty (30) days= advance written notice to Owner.

Contractor shall provide a certificate of insurance evidencing the foregoing prior to commencement of any Work, and shall provide evidence of continuing coverage upon request of Owner.

#### **Section 11 COMPLIANCE WITH STATE AND FEDERAL LAWS; PUBLIC ENTITY CRIMES AFFIDAVIT**

The Contractor shall comply with all State and Federal laws applicable to its performance hereunder, including, but not limited to, the provisions of the Federal Civil Rights Act of 1964 as amended, and similar laws of the State of Florida, the Federal Americans With Disabilities Act, and similar laws of the State of Florida, the Federal Immigration Reform and Control Act of 1986, and laws governing Drug-Free Workplace. For construction contracts in excess of \$150,000, the contractor shall and agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, paragraph G.

This Contract shall not be in effect unless and until Contractor has presented to Owner a fully completed, executed and notarized Sworn Statement in the form attached hereto. 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.

**Section 12 GENERAL CONTRACT PROVISIONS**

a) Words of any gender used herein shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

b) The terms, provisions, covenants and conditions contained in this Contract shall apply to, inure to the benefit of, and be binding upon the parties hereto and upon their respective heirs, personal representatives, successors and permitted assigns.

c) Each party agrees to furnish to the other, promptly upon demand, a corporate resolution, proof of due authorization by partners, or other appropriate documentation evidencing the due authorization of such party to enter into this Contract.

d) The captions inserted in this Contract are for convenience only and in no way define, limit or otherwise describe the scope of intent of this Contract, or any provision hereof, or in any way affect the interpretation of this Contract.

e) This Contract may not be altered, changed or amended except by an instrument in writing signed by both parties hereto.

f) If any clause, provisions, or portion of this Contract or the application thereof to any person or circumstance shall be invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Contract nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances, and it is also the intention of the parties to this Contract that in lieu of each such clause, phrase, provision or portion of this Contract that it is invalid or unenforceable, there be added as a part of this contract a clause, phrase, provision or portion as similar in terms in such invalid or unenforceable clause, phrase, provision or portion as may be possible and be valid and enforceable.

g) Contractor agrees that it shall not discriminate against any person, employee, or applicant for employment, in accordance with all applicable local, federal and state discrimination laws, as the same may be amended from time to time. This provisions shall include, not be limited to (i) employment, upgrading, demotion transfer, (ii) recruitment or advertising, layoff or termination; (iii) rates or any other form of compensation; and (iv) selection for training, including apprenticeship. Any final agency action or judicial decision finding actions by the Contractor to have constituted such discrimination shall constitute a default under this Agreement. Contractor agrees to indemnify and hold harmless the Owner of, from and against any and all suits, losses, costs, claims, demands and judgments by reason of any discriminatory action by the LESSEE as determined any final agency action or judicial decision. Without limitation of the foregoing, Lessee shall not discriminate against any person, employee, or applicant for employment because of race, religion, color, age, gender, sexual orientation, sexual preferences or national origin.

h) All references in this Contract to the date hereof, the Effective Date or similar references shall be deemed to refer to the last date in point in time on which all parties hereto have executed this Contract.

i) In connection with any matter arising hereunder, the prevailing party shall be entitled to attorneys fees and costs.

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j) It is mutually agreed by and between the parties hereto that they each waive trial by jury in any action, proceeding or counterclaim brought by either of them against the other on any matter arising out of or in any way connected with this Contract.

k) This is a non-exclusive contract, and Owner has the right to use any third party, or its forces, to perform the Work, without any obligation to Contractor.

l) This Contract shall be governed by and construed under the laws of the State of Florida, and sole and exclusive venue for any litigation shall lie in the Circuit Court in and for Palm Beach County, Florida.