



**SALE OF SPOIL MATERIAL (SAND)
AT BUCK ISLAND SPOIL SITE**

**REQUEST FOR PROPOSAL
11-SPM**

**FOR THE
JACKSONVILLE PORT AUTHORITY**

Mandatory Pre-Proposal Meeting:

Tuesday, August 2, 2011

10:00 AM

Proposal Opening:

Thursday, August 18, 2011

2:00 PM

Location:

First Floor Conference Room

2831 Talleyrand Avenue

Jacksonville, Florida 32206

TABLE OF CONTENTS

GENERAL INFORMATION.....	3
LEGAL NOTICE.....	4
ARTICLE I - Instructions to Proposers.....	5
ARTICLE II - General Conditions.....	9
ARTICLE III - Scope of Work.....	14
ARTICLE IV - Proposal Form.....	18
EXHIBIT A - Conflict of Interest Certificate.....	21
EXHIBIT B - Sworn Statement of Public Entity Crimes.....	22

GENERAL INFORMATION

REQUESTS FOR DISTRIBUTION SHEETS OR PRE PROPOSAL ATTENDANCE SHEETS

Copies of the Request for Proposal distribution records or the Mandatory Pre- Proposal attendance sheets may be requested by contacting the Procurement Department.

SUBMISSION OF PROPOSALS

Proposals submitted in advance of the time set for opening will be delivered to the Procurement Department, 2nd floor, 2831 Talleyrand Avenue, Jacksonville FL, 32206, until 2:00 p.m. Proposers are fully responsible for delivery of proposals. Reliance upon mail or public carrier is at proposer's risk. Late proposals will not be opened or considered.

PROPOSAL OPENING PROCEDURES

Depending on the type of project for which proposals are requested, the items read at the opening will vary. Sealed proposals are not public records subject to mandatory disclosure under the Florida Public Records Law until such time as the Jacksonville Port Authority provides notice of a decision or intended decision to award the contract or within ten working days after opening, whichever is earlier (119.07 (3) (m), Florida Statutes). All parts of proposals, including exhibits, are subject to the Public Records Law, and a Proposer may not exclude any portion of the Proposal unless specifically exempted from disclosure by Florida Law. Exemption of financial statements applies only to required submittal for prequalification of bidders on public works projects.

REQUESTS FOR PROPOSALS RESULTS OR AWARD OF CONTRACT

Proposers desiring a copy of the unofficial tabulation sheet, which will contain only the items considered necessary by JAXPORT, must include a stamped, self-addressed envelope with their proposal. Proposers may request a copy be sent to them by facsimile or may obtain a copy after the Proposal opening in the Procurement Department. Proposers wishing to view proposals submitted, subject to the above Public Records requirements, must arrange an appointment by contacting Public Records at (904) 357-3012. If copies are requested, an appropriate charge will be assessed, and all copies will be made solely at the convenience of JAXPORT. All Proposers will be notified by mail of the award of the contract after action by the Jacksonville Port Authority Awards Committee. Anyone else wishing award information should submit a request in writing and include a stamped self-addressed envelope.

PROPOSAL RESULTS OR AWARD RESULTS WILL NOT BE GIVEN BY TELEPHONE OR PURSUANT TO VERBAL REQUEST

**REQUEST FOR PROPOSAL
11-SPM

SALE OF SPOIL MATERIAL (Sand)
AT BUCK ISLAND SPOIL SITE
FOR THE
JACKSONVILLE PORT AUTHORITY**

Proposals will be received by the Jacksonville Port Authority (JAXPORT) until **2:00 PM (EST)** on **Thursday, August 18, 2011**, at which time proposals will be opened in the Second Floor Marketing Conference Room, 2831 Talleyrand Avenue, Jacksonville, Florida 32206.

A MANDATORY pre-proposal conference will be held at **10:00 AM (EST)** on **Tuesday, August 2, 2011**, First Floor Conference Room PCOB located at 2831 Talleyrand Avenue, Jacksonville, Florida 32206.

All Proposals must be submitted in accordance with Specification Number 11-SPM, which may be obtained on **Friday, July 22, 2011** from our website: <http://www.jaxport.com/about-jaxport/corporate-information/projects-for-bid>

Jacksonville Port Authority
Procurement and Contract Services
P. O. Box 3005
Jacksonville, Florida 32206
(904) 357-3017

ARTICLE I INSTRUCTIONS TO PROPOSERS
--

1.01 RECEIPT AND OPENING OF PROPOSAL(S) - The Jacksonville Port Authority (JAXPORT) will receive Proposals until **Thursday, August 18, 2011 at 2:00 PM (EST)** for the purpose of selecting a company interested in the Sale of Spoil Material (Sand) at the Buck Island Spoil Site, located at the Eastern end of Ft. Caroline Rd., Jacksonville, Florida (Aerial Coordinates 30 degrees 23'14.55"N and 81degrees 28'58.22"W). These proposals will be publicly opened in the Second Floor Marketing Conference Room, Jacksonville Port Authority, 2831 Talleyrand Ave, Jacksonville, Florida, at the above stated time and date.

1.02 DELIVERY OF PROPOSALS - Submit one (1) **original** (w/ ink signatures) and one (1) **copy** of the Proposal with all required supplemental material listed in Article II (items to be submitted with Proposal forms) in a sealed package. The label on the package should read "RFP 11-SPM SALE OF SPOIL MATERIAL (Sand) AT BUCK ISLAND SPOIL SITE and addressed or delivered **ONLY** to:

Procurement and Contract Services Department
Jacksonville Port Authority
2831 Talleyrand Avenue
Jacksonville, FL 32206

Each Proposal package submitted must clearly show the Proposer's company name on the outside. Facsimile proposals will not be accepted. Any Proposals received after the above stated time and date will not be opened or considered. It is the sole responsibility of the Proposer to have its Proposal delivered to JAXPORT as specified herein on or before the above date and time. Reliance upon mail, public carrier or other delivery service is at Proposer's risk. All expenses for making Proposals to JAXPORT are to be borne by the Proposer and will not be borne, charged to or reimbursed by JAXPORT in any manner or under any circumstance.

1.03 CONTRACT DOCUMENTS - The Contract Documents give the description of the services and the work to be performed under this Contract. The required qualifications of proposer's, other technical information, applicable special conditions, term of the Contract and payment terms are also contained in these documents.

1.04 EXAMINATION OF CONTRACT DOCUMENTS AND FACILITIES - The Proposer is required to carefully examine the sites of the work along with all terms and conditions of this RFP. It will be assumed that the Proposer has investigated and is fully informed of the conditions, the character, and quality of work to be performed, any materials and equipment to be furnished, and all of other requirements of the RFP.

1.05 OBLIGATION OF PROPOSERS - The Proposer must become fully aware of JAXPORT's technical requirements for this Contract. Failure to do so will not relieve a successful Proposer of its obligation to furnish the material, equipment and labor necessary to carry out the provisions of this Contract and to complete the work at the prices proposed.

In addition, the Proposer will be held responsible for having examined the details of the proposed Scope of Work. The Proposer will use its personal knowledge and experience or professional advice as to the character of the proposed work and any other conditions surrounding and affecting the proposed work. The submittal of a Proposal will be construed as evidence that all Proposer obligations have been satisfied and no subsequent allowance will be made in this regard.

1.06 QUESTIONS & ADDENDA - CHANGES WHILE BIDDING - Any questions regarding this RFP should be directed to LeNedda Edwards and submitted by e-mail only to lenedda.edwards@jaxport.com. Answers to questions will be released in an Addenda directed to all known prospective proposer and advertised on our bidding opportunities website at <http://www.jaxport.com/about-jaxport/corporate-information/projects-for-bid>. **The deadline for questions will be Monday, August 8, 2011 at 2PM (EST).**

No interpretation of the meaning of the specifications nor corrections of any apparent ambiguity, inconsistency or error therein, will be made to any Proposer orally. Any request for such interpretations or corrections must be made in writing to:

**Procurement and Contract Services Department
Attn: LeNedda Edwards
Jacksonville Port Authority
2831 Talleyrand Avenue
Jacksonville, FL 32206**

Any such request, which is not, received at least five (5) working days before opening of Proposals will not be considered. All such interpretations and supplemental instructions will be in the form of written Addenda to the Contract Documents, which if issued, will be mailed or faxed to all known prospective Proposer's. However, it is the responsibility of each Proposer, before submitting its Proposal, to contact the Procurement Department at (904) 357-3017 to determine if any Addenda have been issued and to make such Addenda a part of its Proposal. Only the interpretation or correction so given by JAXPORT in writing will be binding, and prospective Proposer's are advised that only JAXPORT will give information concerning, or will explain or interpret the Contract Documents.

IT IS MANDATORY THAT THE BIDDER SHALL ACKNOWLEDGE THE INCLUSION OF ALL ADDENDA ON THE PROPOSAL FORM. ACKNOWLEDGEMENT SHALL BE MADE BY INITIALS AND DATE. FAILURE TO ACKNOWLEDGE ALL ADDENDA SHALL RESULT IN REJECTION OF THE PROPOSAL.

1.07 PREPARATION OF PROPOSAL

- A. Proposals will be submitted on the attached Proposal Form(s) (Article IV). All blank spaces on the form must be typed in or legibly printed in ink. Only the Proposal Form and applicable additional information should be submitted. DO NOT SUBMIT ANY OTHER PORTIONS OF THE ORIGINAL PROPOSAL PACKAGE.
- B. If the Proposal is made by an individual, he or she must sign his or her name therein and state his or her address and the name and address of every other person interested in the Proposal as principal. If the Proposal is made by a Proposer or partnership, the name and address of each member of the Proposer or partnership must be stated. If the Proposal is made by a corporation, the Proposal must be signed by an authorized officer or agent, subscribing the name of the corporation with his or her own name and affix the Corporate Seal. Such officer or agent must also state the name of the State, under which the corporation is chartered, and the names and business address of the President, Secretary and Treasurer. If applicable, also provide evidence of registration with the Secretary of State of the State of Florida for doing business in the State of Florida.

1.08 WITHDRAWAL OF PROPOSAL - Any Proposal may be withdrawn by written request of the Proposer until the date and time established herein for opening of the Proposals. Any Proposals not timely withdrawn will, upon opening, constitute an irrevocable offer for 90 days (or until one or more of the Proposals have been duly accepted by JAXPORT, whichever is later) to provide JAXPORT the services solicited in the attached specifications. JAXPORT's action on Proposals normally will be taken within 45 days of Proposal opening; however, no guarantee or representation is made as to the time between the Proposal opening and the subsequent JAXPORT action regarding an award.

1.09 DISQUALIFICATION OF PROPOSERS - Any of the following causes may be considered as sufficient for the disqualification of a Proposer and rejection of the Proposal:

- A. Submission of more than one Proposal for the same work by an individual, Proposer, partnership or corporation under the same or different names. If a company has more than one division, only one Proposal may be submitted for the company.
- B. Evidence of collusion among Proposers in the preparation and submittal of any Proposals.
- C. Incomplete work for which the Proposer is committed by contract, which, in the judgment of JAXPORT, might hinder or prevent the prompt completion of work under this Contract if awarded to such Proposer.
- D. Being in arrears on any existing agreement with JAXPORT or having defaulted on a previous contract with JAXPORT. For purposes of this section, corporations, partnerships or companies, or Proposers or other business entities created for the purpose of shielding any individual, Proposer, partnership, corporation, or other business

entity from the application of this provision may be considered as grounds for disqualification.

- E. Items 'C' and 'D' above will be considered by JAXPORT after the opening of Proposals, and if found to apply to any Proposer, JAXPORT will notify the Proposer that its Proposal will not be considered for an award of the Contract. The Proposer has five (5) working days to appeal this decision to JAXPORT's Chief Executive Officer, and the decision of the Chief Executive Officer will be final.
- F. Failure to provide the notarized form(s) in the Proposal documents, if required, in a timely manner, or to satisfy any other requirements listed in Article II. Minor irregularities that do not materially affect the Proposal may be waived at the sole discretion of JAXPORT.

1.10 REJECTION OF IRREGULAR PROPOSALS - Proposals will be considered irregular and may be rejected if they show omissions, alterations of form, additions not called for, conditions, limitations, unauthorized alternate proposals or other irregularities of any kind. JAXPORT reserves the right to waive any non-conformance or irregularities of proposals, or to reject any or all proposals, in whole or in part, whenever such nonconformance or irregularities are minor and such action is deemed to be in the best interests of JAXPORT.

1.11 PUBLIC ENTITY CRIME - A person or affiliate, who has been placed on the State of Florida convicted Contractor list following a conviction for a public entity crime, may not submit a proposal or bid on a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a Contractor, supplier, subcontractor, or Proposer under a contract with any public entity; and may not transact business with any public entity for more than the threshold amount provided in Section 287.017, for Category Two (\$25,000), for 36 months from the date of being placed on the convicted Contractor list.

1.12 MANDATORY PRE-PROPOSAL MEETING - To ensure that all Proposers are fully informed of the requirements for this Contract, a **MANDATORY** Pre-Proposal meeting will be held on **Tuesday, August 2, 2011 at 10:00 a.m.** All interested Proposers must attend this meeting as a prerequisite to the submittal of a Proposal.

1.13 NON-DISCRIMINATION PROVISIONS - The Proposer will have all Federal, State, County and local licenses, permits and qualifications as may be required by law and or regulation to perform the described services. The Proposer agrees to comply with all applicable Federal, State and local laws, including the Civil Rights Act 1964, as amended. The Equal Employment Opportunity Clause in Section 202 paragraph 1 through 7 of Executive Order 11246, as amended, relative to Equal Employment and the implementing Rules and Regulations of the Office of Federal Contract Compliance Programs are incorporated herein by specific reference. The Affirmative Action Clause in Section 503 of the Rehabilitation Act of 1973, as amended, relative to Equal Opportunity for the disabled is incorporated herein by specific reference. The Affirmative Action Clause in 38 USC Section 2-12 of the Vietnam Veterans' Readjustment Assistance Act of 1974, relative to Equal Employment Opportunity for the special disabled veteran and veterans of the Vietnam Era, is incorporated herein by specific reference.

1.14 PROPOSAL BOND REQUIREMENT - Each Proposer whether will furnish with its Proposal a Proposal Bond or a Cashier's Check payable to JAXPORT in an amount of Two Thousand Five Hundred Dollars (\$2,500) as a surety that the Proposal will not be withdrawn for 90 calendar days from date of proposal opening. A Proposal Bond must be secured from and executed by a surety duly licensed to do business in the State of Florida. Failure to furnish the bond, including power of attorney, if required, may result in rejection of the proposal.

1.15 PERFORMANCE BOND REQUIREMENT AND PAYMENT BOND - Upon the execution of the Contract, the successful Proposer will be required to furnish a Performance Bond and Payment Bond continuing throughout the full term of the Contract, to guarantee the performance of all terms and conditions stated in the Contract. The Performance Bond and Payment Bond, if not a cash deposit, must be with a surety company acceptable to JAXPORT and authorized and licensed to do business in the State of Florida. The Performance Bond and Payment Bond will be specifically conditioned upon the satisfactory performance of the Contract.

The Awarded Proposer shall post a \$100,000 construction bond or equivalent in order to (i) guarantee final payment to JAXPORT of all sums due and owing it by Awarded Proposer, (ii) guarantee that Awarded Proposer will properly restore the dikes, access road, access gate, fence and bridge embankments to the satisfaction of JAXPORT upon the expiration or termination of this Contract, as the case may be and (iii) satisfy any demands or claims that JAXPORT may incur hereunder that Awarded Proposer is obligated to pay.

1.16 AWARD OF CONTRACT - JAXPORT prefers to award this contract to one or more than one bidder offering

the highest price per cubic yard, including cost proposals between private and public projects that are in the best interest of JAXPORT. JAXPORT reserves the right to award the contract to the responsible proposer(s) submitting a responsive Proposal, which is most advantageous and beneficial to JAXPORT. JAXPORT will be the sole judge of which proposal(s) will be in its best interest and its decision will be final.

JAXPORT reserves the right to accept or reject any or all proposals, in whole or in part and to waive any non-conformance or any irregularities received, whenever such rejection or waiver is in the best interest of the JAXPORT.

1.17 TENTATIVE SCHEDULE FOR SELECTION

Mandatory Pre-proposal Meeting
Proposal Opening

Tuesday, August 2, 2011 at 10:00 AM (EST)
Thursday, August 18, 2011 at 2:00 PM (EST)

1.18 PUBLIC MEETING REQUIREMENTS - JAXPORT is required to comply with Section 286.011 of the Florida Statutes. Therefore, meetings of the JAXPORT Awards Committee or Board of Directors are required to be held in public, with sufficient notice made of the time and date of the meeting. All notices of public meetings are posted in the lobby of JAXPORT, 2831 Talleyrand Avenue, Jacksonville Florida 32206.

1.19 PROTEST PROCEDURES - Any Proposer adversely affected during this Request for Proposal solicitation process may file a notice of protest, including all particulars of facts and law on which the protest is based. This notice must be in writing and addressed to the Director of Procurement, Jacksonville Port Authority, P.O. Box 3005, Jacksonville, FL 32206. A notice of protest may be filed at any time prior to award of a contract, or within five business days after any action taken by the JAXPORT Awards Committee or the JAXPORT Board of Directors. Receipt of a protest will be acknowledged by certified letter. The administrative procedures that will be followed by JAXPORT will be provided to the protester with this certified letter, but are available to all bidders upon request, at any time.

1.20 EXECUTION OF THE CONTRACT - Within ten (10) days after Notice of Award, the successful proposer will furnish the required performance bond, certificate of insurance, copies of licenses and enter into a formal contract with JAXPORT. Failure to execute the Contract as provided in these documents within ten (10) days from the date of Notice of Award will be just cause, unless such failure has been caused by JAXPORT, for JAXPORT to annul and void the award and result in forfeiture of the Proposal Bond. An award of Contract may then be made to another proposer, or the Contract may be re-advertised, as JAXPORT may decide. No award will be binding upon JAXPORT until the agreement has been executed by all appropriate parties.

**ARTICLE II
GENERAL CONDITIONS**

2.01 DEFINITIONS

JAXPORT - The Jacksonville Port Authority.

PROPOSER - Any individual, Proposer or corporation submitting a Proposal for the work contemplated.

PROPOSAL - The approved forms on which the Proposer is to submit, or has submitted, its charges for the work contemplated.

CONTRACT - The Contract consists of the document labeled Specifications for "Sale of Spoil Material (Sand) at Buck Island Spoil Site for The Jacksonville Port Authority, RFP 11-SPM and any Addendum issued before the execution of the Contract; Contractor's Proposal; the Contract; and any Modification issued after execution of the Contract. A Modification is a written amendment to the Contract signed by both Parties. The order of precedence of conflicting documents will be as specified in Article 2.19.

CONTRACTING OFFICER - Designated JAXPORT individual who provides Contract information and monitors the administration and performance of the Contract to ensure compliance with terms by both JAXPORT and the Contractor. The Contracting Officer is the only individual authorized to make contract modifications, changes or alterations. The Contracting Officer will be JAXPORT's Director of Procurement & Contract Services.

CONTRACTOR - Any individual, Proposer or corporation entering into a Contract to perform the scope of work for JAXPORT.

PROJECT MANAGER - Individual designated in writing as the Contractor's representative with authority to act for the Contractor in all matters, including changes to Contract terms. Individual must have the ability to recognize, reinforce and model ethical and compliant behavior. Individual must have the ability to handle critical workplace harassment issues.

2.02 SCOPE OF WORK - The work to be performed under this Contract is specified in Article III – Scope of Work. JAXPORT, without invalidating the Contract, may make changes by altering, adding to, or deleting, hours of services as it deems required.

2.03 CONTRACT TERM - The initial contract term is for one (1) year. The JPA reserves the right to extend the contract for two (2) additional one (1) year periods, providing both parties agree to the extension; all the terms, conditions and specifications remain the same; and such extension is approved by the JPA.

2.04 INDEMNIFICATION/HOLD HARMLESS - The bidder (s) awarded shall indemnify, defend and hold the State of Florida, the City of Jacksonville, JAXPORT and all of their respective officers, agents and employees harmless against any and all claims, actions, demands, losses, liabilities, and damages of whatsoever kind or nature, whether prosecuted by Awarded Bidder(s) or by third parties, resulting from any act, action, or omission (except if caused by the negligence or willful misconduct of JAXPORT and its agents), including but not limited to personal injuries including death, property damage or any other loss to the extent arising out of, incidental to or in any way connected to the awarded bidder(s) activities on or its use and occupation of the Spoil Site. The provisions of this Article shall survive the Term of this Contract as such provisions may relate to Awarded Bidder's obligation to indemnify, defend and hold harmless the State of Florida, the City of Jacksonville, JAXPORT and all of their respective officers, agents and employees from and against any claim or demand that arose during the time this Contract was in force and effect.

2.05 INSURANCE - Before any work at this site may commence, the Awarded Bidder(s) shall furnish to JAXPORT valid and current certificates evidencing insurance coverage of the following types:

A. WORKMAN'S COMPENSATION AND EMPLOYER'S LIABILITY; Worker's Compensation and Employer's Liability Insurance shall be procured and maintained by Awarded Bidder in the follow amounts of

coverage:

- 1. Part I State Requirement
- 2. Part II Each Accident \$500,000
 Disease-Policy Limit \$500,000
 Disease-Each Employee \$500,000

3. Policy shall contain a waiver of subrogation from Buyer's insurer in favor of the Seller.

B. PUBLIC LIABILITY AND PROPERTY DAMAGE LIABILITY - With respect to the operations it performs, Awarded Bidder's Public Liability Insurance shall provide for a limit of not less than \$500,000 for all damages arising out of bodily injuries to or death of one person, and subject to that limit for each person, a total limit of \$1,000,000 for all damages arising out of bodily injuries to, or death of two or more persons in any one occurrence, and regular Property Damage Liability Insurance providing for a limit of not less than \$100,000 for all damages arising out of injury to, or destruction of, property in any one occurrence and, subject to that limit per occurrence. If any part of the work is sublet, similar insurance shall be provided by or on behalf of the subcontractors to cover their operations. The State of Florida, the City of Jacksonville and JPA shall be specifically listed as named insureds and this policy shall also contain a waiver of subrogation from Awarded Bidder's insurer in favor of The State of Florida, the City of Jacksonville and JPA.

C. CONTRACTOR'S PROTECTIVE PUBLIC LIABILITY PROPERTY DAMAGE LIABILITY INSURANCE - With respect to the operations performed hereunder, Awarded Bidder shall provide and shall require that its subcontractors provide Protective Public Liability Insurance providing for a limit of not less than \$500,000 for all damages arising out of bodily injuries to, or death of one person and, subject to that limit for each person, a total limit of \$1,000,000 for all damages arising out of bodily injuries to, or death of two or more persons in any one occurrence, and regular Protective Damage Liability Insurance providing for a limit of not less than \$100,000 for all damages arising out of injury to, or destruction of property in any one occurrence. The State of Florida, the City of Jacksonville and JAXPORT shall be specifically listed as named insureds and this policy shall also contain a waiver of subrogation from Awarded Bidder's insurer in favor of the State of Florida, the City of Jacksonville and JAXPORT.

D. COMPREHENSIVE AUTOMOBILE LIABILITY - For owned, hired, and non-owned vehicles of all types used in conjunction with work performed under this Contract. Coverage limits shall be not less than \$300,000 bodily injury per occurrence and \$100,000 property damage per occurrence. This policy shall also contain a waiver of subrogation from Awarded Bidder's insurer in favor of the State of Florida, the City of Jacksonville and JAXPORT.

If the Awarded Bidder provides insurance coverage(s) subject to an aggregate limit, then Supplementary Excess Liability policy coverage shall be provided in the amount of \$1,000,000. Certificate(s) shall state any aggregate limit(s), which may be applicable.

The Awarded Bidder shall provide JAXPORT with not less than 30 days advance notice of policy cancellation, expiration or lapse date, or changes in insurance companies or coverage. The Awarded Bidder will be deemed to be in breach of this Contract if at any time during its operations on the site it fails to provide complete, continuous and uninterrupted insurance coverage as specified herein.

The Awarded Bidder and his surety shall be held liable until such suits, actions or claims for injuries or damages, as aforesaid, shall have been settled and suitable evidence to that effect furnished to JAXPORT. With the exception of any claim for damage to streets and highways of the City used by Awarded Bidder resulting in compensable damages payable to the City under contractor's PPDL insurance as provided in Section 6.c. hereof. JAXPORT and Awarded Bidder specifically agree that no part of the Contract shall confer upon any other person or entity any rights or remedies of any nature whatsoever under or by reason of this Contract or authorize such

person or entity to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract.

- E. **INDEMNIFICATION** - Any Contract resulting from this Request for Proposal will include the following provisions: For \$10.00 (Ten Dollars) and other good and valuable consideration, receipt and legal sufficiency of which is hereby acknowledged by Contractor, Contractor will hold harmless, indemnify and defend JAXPORT against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind of nature (including but not by way of limitation, attorney's fees and court costs) arising out of or injury (whether mental or corporeal) to persons including death or damage to property arising out of or incidental to the performance of this Contract or work and services performed hereunder excluding only the sole negligence of JAXPORT. For purposes of this Indemnification, the term JAXPORT will mean JAXPORT, as a body politic and corporate and will include its governing board, officers, employees, agents, and assigns. This article concerning indemnification will survive the term of the Contract resulting from this solicitation with respect to any acts or omissions that occur during such contractual term.

2.06 RESPONSIBILITIES OF THE CONTRACTOR

- A. A mandatory post award conference will be scheduled after the Contract is awarded, when the Contractor will furnish the Performance Bond, Certificates of Insurance, copies of licenses and other items required by JAXPORT.
- B. The Contractor will begin the services as described in the Contract upon issuance of a written Notice to Proceed by JAXPORT.
- C. The Contractor is responsible for the professional quality, technical accuracy, and timely completion of the work to be done, and for compliance with all terms and conditions of the Contract.
- D. The Contractor will remain liable for all damages to, or incurred by JAXPORT, caused by the Contractor's negligent performance of any of the services furnished under this Contract.
- E. The Contractor represents that its' an independent Contractor and not an employee of JAXPORT, nor are any of Contractor's employees performing services in furtherance of this Contract to be considered employees of JAXPORT. The Contractor is responsible for any Federal or State Taxes applicable to this Contract and for complying with the requirements of all Federal and State laws about income tax withholding, unemployment insurance and other insurance applicable and necessary for its employees. Employees of the Contractor will not be eligible for any Federal Social Security, State Worker's Compensation or Unemployment Insurance under this Contract except as employees of the Contractor.
- F. The Contractor will designate in writing a qualified person(s) as the Project Manager, after review and approval of their qualifications by JAXPORT. The Project Manager will have authority to act for the Contractor in all matters covered by this Contract and will be available to meet with JAXPORT personnel during working hours of JAXPORT.
- G. The Contractor will review with JAXPORT, the experience records of its key personnel (Project Manager) before their assignment to JAXPORT sites, and before any future changes to key personnel are made.
- H. All personnel employed by the Contractor will be competent, trustworthy and properly trained. The Contractor and its Subcontractors will be required to comply with all the applicable regulations of JAXPORT. JAXPORT will require the Contractor to remove from JAXPORT property all employees deemed careless, incompetent, or otherwise objectionable and/or detrimental to JAXPORT's interests.

2.07 INVOICING & PAYMENT TERMS

- A. Invoices will be prepared and sent bi-weekly for the previous two (2) weeks of material removed. Invoices will be based on a daily truck log maintained by JAXPORT's employee or Security Guard personnel maintaining the entrance to the gate. Each truck will carry a minimum of fifteen (15) cubic yards of material. For billing purposes, and to calculate the amount of cubic yards removed every two weeks, JAXPORT will multiply the number of trucks leaving the facility times fifteen cubic yards per truck. On a monthly basis, JAXPORT will conduct pre and post cell dredge surveys monthly or as deemed necessary to determine amounts of material removed against the contract. A final post cell survey will be performed for reconciliation purposes at the end of each year or at the time of completion of the contract or the completion of material removal.
- B. Payments will be made to JAXPORT within ten (10) business days of a receipt of invoice. A final invoice or credit will be sent to the contractor based on the final post cell survey results. Failure of the contractor(s) to pay invoices in a timely matter will be cause for suspension or possible termination of this contract.
- C. All payments will reference JAXPORT's invoice number only company checks or certified checks will be accepted. **Personal checks will not be accepted.**
- D. Please mail payments to:

Jacksonville Port Authority
Attn: Procurement Department
P.O. Box 3005
Jacksonville, FL 32206-3496

2.08 PERMITS AND LICENSES - Work permits and all licenses and qualifications necessary to carry out the work will be secured and paid for by the awarded Contractor.

2.09 JAXPORT'S RIGHT TO SUSPEND CONTRACT – This work may be suspended by JAXPORT with or without notice based on access to the spoil site, ACOE's ongoing work, or when considered to be in the best interest of JAXPORT. Such suspension will be effected by verbal and written notice to the Contractor stating the date upon which such suspension becomes effective.

2.10 JAXPORT'S RIGHT TO TERMINATE CONTRACT

- A. This Contract may be terminated by JAXPORT, with or without cause, upon 30 days notice according to this clause whenever JAXPORT may determine that such termination is in the best interest of JAXPORT. Such termination will be effected by written notice to the Contractor stating the date upon which such termination becomes effective.
- B. Upon receipt of a notice of termination the Contractor will notify any subcontractors, if any, and will submit all outstanding payments within ten (10) days of the effective date of termination.

2.11 ASSIGNMENT - Due to the additional administrative burden placed on JAXPORT, the Contractor will not assign or otherwise transfer its rights under the Contract, without the express written consent of JAXPORT.

2.12 SUBCONTRACTS - The Contractor will, as soon as practicable after signing the Contract, notify JAXPORT in writing of the names of any subcontractors proposed for the work. No subcontractors will be employed until they are approved by JAXPORT. The Contractor is fully responsible to JAXPORT for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by the Contractor. Nothing contained in the Contract Documents creates any contractual relation between any subcontractors and JAXPORT.

2.13 FORCE MAJEURE - Performance of this Contract by both JAXPORT and the Contractor will be pursued with due diligence in all requirements hereof; however, neither JAXPORT nor the Contractor will be considered in default in the performance of its obligations under this Contract to the extent that such performance is prevented or delayed by causes not within the control of either Party and not foreseeable or, if foreseeable cannot be avoided by the exercise of reasonable care, including, but not limited to, act of civil or military authority (including but not limited to courts or administrative agencies); acts of God; war; riot; insurrection; inability to secure approval, validation or sale of bonds; inability to obtain any required permits, licenses or zoning; blockades; embargoes; sabotage; epidemics; fires; floods; strikes; lockouts; or collective bargaining. Upon any delay resulting from such cause the time for performance of each Party hereunder (including the payment of monies if such event prevents payment) will be extended for a period necessary to overcome the effect of such delays. In case of any delay or nonperformance caused by the above causes, the Party effected will promptly notify the other in writing of the nature, cause, date of commencement and the anticipated extent of such delay, and will indicate the extent, if any, to which it is anticipated that any delivery or completion dates will be affected by that.

2.14 NONWAIVER - Failure by either Party to insist upon strict performance of any of the provisions of this Contract will not release either Party of any of its obligations under the Contract.

2.15 VENUE - The venue of any legal action brought by or filed against JAXPORT relating to any matter arising under this Contract will be exclusively in the appropriate court, sitting in Duval County, Florida, that has jurisdiction over such legal action. This Contract will be governed by and interpreted under the laws of the State of Florida.

2.16 RIGHT TO AUDIT - The Contractor will list all materials, equipment and labor entering into the work and will keep such full and detailed accounts as may be necessary for proper financial management, and the system will be satisfactory to JAXPORT. JAXPORT will be afforded access to all of the Contractor's records, including but not limited to payroll records, training books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this Contract, and the Contractor will preserve all such records for (3) three years, or for such longer periods as may be required by law, after final payment.

2.17 NOTIFICATION OF SURETY - It is the Contractor's responsibility to notify its Surety of any changes affecting the general scope of the work or change in the Contract price and the amount of the applicable bonds will be adjusted accordingly. The Contractor will furnish proof of the adjustment to JAXPORT.

2.18 ARTICLE/SECTION HEADINGS - Article or Section headings contained in this Request for Proposal are included for convenience or reference only and are not to be considered a part hereof or affect in any manner the construction or interpretation of this Request for Proposal.

2.19 ORDER OF PRECEDENCE - In the event of any conflict between the provisions of the Contract, the provisions of the JAXPORT's Request for Proposal and Contractor's Proposal, referred and incorporated in the Contract, said provisions will be given preference in the following order: 1.) JAXPORT's Request for Proposal and 2.) Contractor's Proposal.

2.20 ENTIRE AGREEMENT - This Contract is the entire agreement of the Parties and the Parties are not bound by any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted in this Contract. Contractor agrees that no representations have been made by JAXPORT to induce the Contractor to enter into this Contract other than as expressly stated in this Contract. This Contract can neither be changed orally, nor by any means other than by written amendments expressly referencing this Contract and signed by all Parties hereto.

ARTICLE III SCOPE OF WORK
--

3.01 SCOPE OF WORK - The Jacksonville Port Authority ("JPA") is seeking qualified companies who are interested in purchasing spoil (sand) material from the Buck Island Dredge Spoil Site. The companies interested in this material must be responsible for excavation, removal and transport by truck approximately 300,000 cubic yards, during the first year of the contract, 600,000 cubic yards in the second year and 600,000 cubic yards in the third year. Spoil material removed from the site may be used both on publicly owned lands in conjunction with construction and/or filling operations sponsored by a recognized governmental or public agency in Duval County or other counties in the State of Florida as well as privately owned lands in connection with construction and/or filling projects being conducted by private business sector developers. No manufacturing, processing or refining activities will be permitted from the Buck Island Dredge Spoil Site. Therefore, the purpose of this request is to request proposal(s) about your company's interest to purchase this material as per specifications, terms and conditions listed herein.

3.02 BIDDER QUALIFICATIONS - All Bidders must be licensed and properly equipped to remove material from the spoil site and must maintain the proper insurance, permits and other requirements pursuant to all applicable laws, statutes, ordinances, rules and regulations of the Federal Government, the State of Florida and the City of Jacksonville, Florida. All interested bidder(s) must become fully aware of the technical specifications provided in this RFP. Failure to do so will not relieve a successful bidder of its obligation to conduct and complete scope of work at the prices proposed and in accordance with required completion date of this project.

3.03 BIDDER'S PROJECT MANAGER - Bidder(s) awarded a contract shall have a Project Manager assigned and available at the worksite that shall remain in radio or phone contact with the worksite, whenever any work is in progress on the Spoil Site. The Project Manager shall be responsible for handling or coordinating emergency situations, traffic problems, neighborhood complaints or any other situation demanding immediate attention in connection excavation, removal and transporting of materials from the Spoil Site. In addition, Bidder(s) awarded a contract shall provide JAXPORT with a telephone number or numbers where the assigned Project Manager can be reached on a 24-hour basis to respond to situations requiring the immediate attention related to use and operations of the Spoil Site.

3.04 ASSIGNMENT PROHIBITED - The Bidder(s) awarded a contract shall not sell, sublet, transfer, or assign this Contract or any portion thereof, nor any of the rights or responsibilities created hereunder to any other person or entity, unless approved in writing by JAXPORT.

3.05 PRESERVATION OF PUBLIC AND PRIVATE PROPERTY

- A. The Awarded Bidder(s) shall preserve and protect from damage all public and private property located along and adjacent to those routes traversed by equipment operated by Awarded Bidder or its subcontractors, especially such property located in the residential neighborhood located immediately adjacent to the Spoil Site. Such property includes, but is not necessarily limited to public and private shrubs, crops, signs, monuments, fences, guardrails, pipes and underground structures, surfaces of public highways (except natural wear and tear of surfaces occurring as a result of the lawful use thereof by the Awarded Bidder). Whenever such property is damaged, due to the activities of the Awarded Bidder, it shall be immediately restored to a condition similar or equal to the condition that existed before such damage or injury occurred. Repair or restoration of the damaged property shall be accomplished at the Awarded Bidder's sole expense and in a manner acceptable to the Owner thereof.
- B. The Awarded Bidder(s) shall preserve and protect existing bridges and roadways used by its equipment or its subcontractors' equipment from damage resulting from such use throughout the entire Term of this Contract. The Awarded Bidder will be required to make immediate repairs of any damage occasioned by such use at its

sole expense.

3.06 NO REPRESENTATION OR GUARANTEE - JAXPORT makes no representation as to the continued availability, quality, suitability, or consistency of the spoil material excavated and removed by Awarded Bidder(s) from the Spoil Site. The Awarded Bidder is responsible for drawing its own conclusions as to the economics and feasibility of entering into this Contract. Awarded Bidder further acknowledges that, except as is explicitly stated herein, JAXPORT makes no guarantees to Awarded Bidder(s), express or implied, as to any pecuniary gain that Awarded Bidder may have expected to receive as a result of entering into this Contract. Awarded Bidder also acknowledges that its right and privilege to conduct the operation on the Spoil Site as provided for herein shall, in no way, be construed as affording an exclusive right to operate thereon, unless otherwise expressly stated herein.

3.07 SCHEDULE AND SEQUENCE PLAN - The Awarded Bidder(s) shall furnish to JAXPORT in writing and prior to commencement of any work hereunder a working schedule and excavation sequence plan for review and approval. Subsequently, the Awarded Bidder shall promptly notify JAXPORT of any contemplated changes to the approved schedule or sequence plan, and shall promptly furnish JAXPORT with revised documents reflecting such revisions for review and approval. JAXPORT hereby agrees that it will not unreasonably withhold approval of such revisions, although JAXPORT specifically reserves the right to modify such revisions in a manner as may be deemed prudent and in its best interest. JAXPORT reserves the right to designate the point or points at which the work is to be conducted and the general limits of excavation, which shall be commensurate with quantity of material, needed by Awarded Bidder.

3.08 SITE PREPARATION/DECONTAMINATION PROCEDURES - The Awarded Bidder(s) shall be responsible for preparation and decontamination prior to commencement of any work at the Spoil Site. The following procedures must be followed to ensure Spoil Site is ready for start up of operations: Scrape "new" soil to a depth of 6 inches and old soil (where Tamarix is placed) to a depth of 12 inches. Pile the scraped soil in an area that will not be disturbed by offloading activities. Clean the scraping equipment (on site) with a high pressure steam cleaner. Put down clean gravel where the dump trucks will be traveling on the site. This will prevent the tires from picking up any seeds that may have drifted onto the roads along the top of the berms. Once the Site Preparation work is completed, JAXPORT will conduct a pre cell survey through a third party contract. The Contractor(s) will not be permitted to remove any material until the survey is completed and JAXPORT gives approval to the Contractor(s) to begin removal of material. The USACE is scheduled to begin using Buck Island Cell A in September 2011 to dredge the channel. In order to continue off-loading dry spoil material, the Contractor may at his expense construct an intermediate dike to limit the dredge spoil material and water from entering the Southern end of Buck Island Cell A. Contractor can stockpile material in advance of the USACE operation at his expense. Coordination with JAXPORT is required to perform cell survey

3.09 ACCESS TO SPOIL SITE - JAXPORT shall have the responsibility for controlling access to the Spoil Site at all times and accordingly shall station one of its own employees or a Security Guard Officer at the access gate to the Spoil Site. This individual shall be solely responsible for locking and unlocking the access gate each day. The contractor will be responsible for the maintenance and upkeep of the existing gate at the entrance to the Spoil Site. In order to set up operations, equipment and staging area within the Spoil Site facility, the access gate will open each day no earlier than 7:30 am. Trucks must not arrive at the access gate prior to 8:00 am. Trucks will not be allowed to enter the Spoil Site facility until 8:00 am. Trucks that arrive at the access gate prior to 8:00 am on a continuing basis will be removed from the project on a permanent basis. Trucks cannot be staged in a line outside the access gates on the residential street(s) at any time. Failure to follow this strict procedure will be cause for termination of the contract.

3.10 INSPECTION OF RECORDS - JAXPORT shall have the right to inspect the books, records or other data of the Awarded Bidder solely for the purpose of determining Awarded Bidder's accounting of the number of truck loads of spoil material removed from the Spoil Site as well as the disposition of each such load of spoil material. Awarded Bidder's records shall accurately reflect the destination and disposition of each truck load of spoil material and accurately document the number of trucks loads received by each project, whether public or private. Such inspection

shall be made during regular business hours and with reasonable advance written notice to Awarded Bidder (not less than twenty-four (24) hours).

3.11 PROSECUTION OF THE WORK AWARDED BIDDER(S) USE OF EXISTING ROADWAYS

- A. Awarded Bidder will be held responsible for any damage to JAXPORT'S property occurring as a result of any act or omission by it, its agents, its subcontractors or any other entity acting on its behalf. Awarded Bidder agrees to cooperate fully with JAXPORT to promote general harmony with residents in the vicinity of the Spoil Site and to facilitate operations on the site.
- B. The Awarded Bidder(s) shall not permit their equipment or that of any subcontractor to interfere with daily and other vehicular traffic, while it is on or traversing any existing public roadway or street. The Awarded Bidder's and its subcontractor's vehicles and other equipment shall be maintained and operated in such a manner that they will not create a nuisance, hazard, or hindrance to the traveling public.
- C. No hauling unit or equipment utilized by the Awarded Bidder(s) or their subcontractors shall be loaded in excess of the maximum allowable weights set out in the Florida Uniform Traffic Control Law (or such specific allowable weights that may be legally established for any section of street, road or bridge by the Department of Transportation or local authorities) and operated on any street, road or bridge except as provided by a special permit issued by the governmental agency having jurisdiction over that particular street, road or bridge. This prohibition shall apply to existing paved streets, roads and bridges on the Awarded bidder's approved haul routes, except as may be otherwise authorized by the governmental agency having jurisdiction over that portion of the route to which such exception shall apply.
- D. The Awarded Bidder shall furnish and pay for any road maintenance bonds, deposits and/or the like in the event such required by the governmental agency having jurisdiction over a peculiar street, road or bridge.
- E. The Awarded Bidder must maintain the Main Access Gate, including a vehicle tracking pad (gravel stone pad) supplied and installed by the contractor placed at the entrance of the Spoil Site to remove sand and other debris from the trucks tires as these exit the facility. The vehicle tracking pad needs to be maintained to prevent tracking of spoil material onto paved roads. This may require periodic top-dressing with additional gravel or removal and reinstallation of the tracking pad. New rock should be added to the tracking pad whenever the existing rock becomes buried. If conditions on the site are such that the majority of the spoil material (sand) is not removed by the vehicles traveling over the gravel, then the tires of the vehicles should be washed before entering a public road. Cost of maintenance for tracking pad is the responsibility of the Awarded Bidder and must be offset or reduced from the unit price being proposed. Routine inspections must be conducted by the assigned Project Manager to ensure compliance of this important requirement.
- F. A vacuum street sweeper must be located on site at all times to vacuum the public right of way as often as deemed necessary and to maintain the access road and local street areas, clean and free of material debris. At a minimum the street sweeper must make a clean up run at the end of each day. Routine inspections must be conducted by the assigned Project Manager to ensure right of way and local street areas are clear of sand and debris prior to start up of operations each day.
- G. In the interest of public safety and to minimize traffic congestion in the residential areas located in close proximity to the Spoil Site, Awarded Bidder and/or its subcontractors cumulatively shall remove no more than three hundred (300) truck loads of spoil material from the Spoil Site per day. JAXPORT reserves the right to issue additional License and Use Contracts to other parties, only if the average number of loads falls below (300) per day for five (5) consecutive days. Failure to comply with this requirement shall constitute a material breach of this Contract resulting in immediate termination at the sole discretion of JAXPORT.

- H. Upon execution of this Contract, Awarded Bidder shall notify JAXPORT in writing of its intention to begin work giving notice not less than five (5) calendar days in advance of the date on which it proposes to begin. Once the Awarded Bidder has completed hauling of the initial 300,000 cubic yards, it shall notify JAXPORT in writing within five (5) days after the date on which it has completed all of its operations on the Spoil Site, at which time JAXPORT will close the facility, until a contract renewal has been executed or a new contract is issued.
- I. All of Awarded Bidder's operations on the Spoil Site shall be performed only during daylight conditions between the hours of 7:30 a.m. and 5:00 p.m., Monday through Friday, without exception. Refer to article 3.08 Access to Spoil Site for more detailed information.
- J. All equipment and machinery belonging to either Awarded Bidder or its subcontractors and used by either on the Spoil Site shall be maintained in a satisfactory working condition throughout the entire period of use. This will include adequate equipment maintenance procedures to ensure the elimination of unnecessary noise caused by loose body parts on all construction equipment. All engines shall be equipped with functional exhaust silencers. Equipment which is determined by JAXPORT to be excessively noisy shall be removed from the job, or altered or repaired to the satisfaction of JAXPORT. Excessive tailgate banging by haul trucks will be prohibited. All stationary equipment such as pumps, compressors, generators, etc., shall be screened from noise sensitive receivers if the equipment is to operate beyond normal working hours in order to reduce noise impacts.
- K. No vehicles or equipment shall be permitted to approach or to operate closer than 200 feet to existing shoreline vegetation other than while traversing the access bridge; nor closer than 100 feet to the top of slopes of existing dikes unless specifically approved and permitted in writing by JAXPORT on a case-by-case basis. Any damage caused to either shoreline vegetation or existing dikes shall be repaired to the satisfaction of JAXPORT at the Awarded Bidder's sole expense.
- L. The Awarded Bidder must submit to the JAXPORT's Project Manager a by-weekly report indicating the amount of spoil material delivered to publicly owned lands in conjunction with construction and/or filling operations sponsored by a recognized governmental or public agency in Duval County or other counties in the State of Florida as well as privately owned lands in connection with construction and/or filling projects being conducted by private business sector developers. JAXPORT may or may not be required to submit a severance fee to the State for any material used for the private business sectors. This request for a ruling is currently pending. If JAXPORT becomes exempt from severance fees then the cubic yard rates for public projects will apply across the board.
- M. Upon completion of its work on the Spoil Site, the Awarded Bidder shall restore the dike(s), access road, access gate, fence and bridge embankments to a condition satisfactory to JAXPORT and leave the Spoil Site clean and free of rubbish, debris, noxious materials and the like caused by or occurring as a result of its activities thereon. Awarded Bidder shall remove all such waste products from the Spoil Site and shall dispose of the same in a suitable manner.

**ARTICLE IV
PROPOSAL FORM
SALE OF SPOIL MATERIAL (SAND)
BUCK ISLAND DREDGE SPOIL SITE**

ITEM	ESTIMATED QUANTITY	DESCRIPTION	QUANTITY TO BE REMOVED	UNIT PRICE TO BE PAID TO JAXPORT	TOTAL
1	300,000 Cubic Yards	1 st Year - Excavate and remove 300, 000 cubic yards of fill material from the Buck Island Dredge Spoil Site	_____CY For Public Projects Use Only _____CY For Private Projects Use Only	\$ _____per CY \$ _____per CY *Minimum acceptable bid is \$2.75 per Cubic Yard.	\$ _____ \$ _____
2	600,000 Cubic Yards	2 nd Year - Excavate and remove 600, 000 cubic yards of fill material from the Buck Island Dredge Spoil Site	_____CY For Public Projects Use Only _____CY For Private Projects Use Only	\$ _____per CY \$ _____per CY *Minimum acceptable bid is \$2.75 per Cubic Yard.	\$ _____ \$ _____
3	600,000 Cubic Yards	3 rd Year - Excavate and remove 600, 000 cubic yards of fill material from the Buck Island Dredge Spoil Site.	_____CY For Public Projects Use Only _____CY For Private Projects Use Only	\$ _____per CY \$ _____per CY *Minimum acceptable bid is \$2.75 per Cubic Yard.	\$ _____ \$ _____
				TOTAL ESTIMATED BID	\$ _____

Note: Proposers must indicate quantities to be delivered to Public and Private projects along with proposed unit price per cubic yard. Failure to indicate quantities and unit prices for both will be grounds for rejection of your proposal.

JAXPORT may or may not be required to submit a severance fee to the State for any material used for the private business sectors. This request for a ruling is currently pending. If JAXPORT becomes exempt from severance fees then the cubic yard rates for public projects will apply across the board.

IMPORTANT INFORMATION

- A. Maximum of 300 truckloads per day will be allowed to be transported on a daily basis, between the hours of 8:00 AM(EST) to 5:00 PM(EST), Monday thru Friday.
- B. ***Minimum acceptable bid is \$2.75 per cubic yard for spoil material being sold and delivered for Private Projects Use Only.**
- C. In compliance with the terms and conditions of this RFP, provide the name and resume of the Project Manager proposed to be assigned to the spoil site at all times during the project with full authority to act as required on behalf of the Contractor.

Project Manager:_____

Office Phone Number:_____ Cell No._____

- D. List other key employees who will be engaged on the project.

Name	Position	Phone No.
_____	_____	_____
_____	_____	_____
_____	_____	_____

- E. List other subcontractors who will be engaged on the project.

Company Name	Type of Work/Specialty	Phone No.
_____	_____	_____
_____	_____	_____
_____	_____	_____

- F. **Basis of Award** - JAXPORT prefers to award this contract to one or more than one bidder offering the highest price per cubic yard, including cost proposals for private and public projects. JAXPORT reserves the right to award the contract to the responsible proposer submitting a responsive Proposal, which is most advantageous and beneficial to JAXPORT. JAXPORT will be the sole judge of which proposal will be in its best interest and its decision will be final.
- G. **All sales will be final and no refunds will be allowed** - Once the full payment is received by JAXPORT, this amount is non-refundable. The Proposer must become fully aware of the condition of the spoil material and specifications before submitting a sealed bid proposal. Failure to do so will not relieve a successful Proposer of its obligation to accept and acquire the spoil material at the price submitted in its RFP. The Proposer acknowledges and understands that the spoil material is being purchased on a "AS IS", "WHERE IS", "WITH ALL FAULTS" basis, and Proposer expressly acknowledges that JAXPORT will accept no responsibility for the excavation, removal and transportation of the spoil material to its final destination.

Attachments: Buck Island Dredge Spoil Site – Drawing Sheet

ACKNOWLEDGEMENT

I hereby acknowledge, as the Contractor's authorized agent that I have fully read and understand all terms and conditions as set forth in this Proposal and will fully comply with such terms and conditions.

Date: _____

Company Name: _____

Company Representative: _____

Signature: _____

Phone: _____ Fax: _____

Bidder is a (check one): _____ Corporation _____ Partnership _____ Individual

Federal Identification Number: _____

EXHIBIT A
CONFLICT OF INTEREST CERTIFICATE

Bidder must execute either Section I or Section II hereunder relative to Florida Statute 112.313(12). Failure to execute either section may result in rejection of this bid/proposal.

SECTION I

I hereby certify that no official or employee of JAXPORT requiring the goods or services described in these specifications has a material financial interest in this company.

Signature

Company Name

Name of Official (type or print)

Business Address

City, State, Zip Code

SECTION II

I hereby certify that the following named JAXPORT official(s) and/or employee(s) having material financial interest(s) (in excess of 5%) in this company have filed Conflict of Interest Statements with the JAXPORT Office of the Chief Executive Officer, 2831 Talleyrand Ave., Jacksonville, Florida 32206, prior to the time of bid opening.

Name

Title or Position

Date of Filing

Signature

Company Name

Print Name of Certifying Official

Business Address

City, State, Zip Code

PUBLIC OFFICIAL DISCLOSURE

JAXPORT requires that a public official who has a financial interest in a bid or contract make a disclosure at the time that the bid or contract is submitted or at the time that the public official acquires a financial interest in the bid or contract. Please provide disclosure, if applicable, with bid.

Public Official _____

Position Held _____

Position/Relationship with Bidder _____

EXHIBIT B
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 _____
(print name of the public entity)
by _____
(print individual's name and title)
for _____
(print name of entity submitting sworn statement)
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 Paragraph 287.133(1)(g), **Florida Statutes**, 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.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), **Florida Statutes**, 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 Paragraph 287.133(1) (a), **Florida Statutes**, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. 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 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 Paragraph 287.133(1) (e), **Florida Statutes**, 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.

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 the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent of 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 the entity or an 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 the entity or an 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 PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE 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 PUBLIC ENTITY 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.

(signature)

(date)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

_____ who, after first being sworn by me, affixed
(name of individual signing)

his/her signature in the space provided above on this _____ day of _____, 2011.

NOTARY PUBLIC

My commission expires: