

**CITY OF FERNANDINA BEACH, FLORIDA**  
**REQUEST FOR QUALIFICATIONS**  
**RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND**  
**DESIGN**

**INTRODUCTION**

The City of Fernandina Beach, Florida presents this Request for Qualifications (RFQ) for qualified Engineering & Design and Permitting Assistance for a resiliency waterfront bulkhead system along the Amelia River Waterfront in Fernandina Beach, Florida.

The City will receive sealed submittals at the location stated below not later than **2:00pm, February 14, 2023**.

Any submittal received after the above stated time and date will not be considered. It will be the sole responsibility of the Respondent to have its submittal delivered to the City of Fernandina Beach, by U.S. Mail, hand delivery or any other method available to him/her; however, facsimile, or electronic submittals will not be accepted. Delay in delivery will be the sole responsibility of the Respondent. Submittals received after the deadline will not be considered.

**RESPONDENTS ARE REFERRED TO THE ATTACHED GENERAL CONDITIONS FOR OTHER IMPORTANT INFORMATION REGARDING THE REQUEST FOR QUALIFICATIONS PROCESS, REQUIREMENTS AND EXHIBITS.**

The original RFQ submittal (**1 original, 4 copies and 1 electronic copy, CD, or thumb drive**) must be delivered to City Hall in a sealed package, clearly marked on the outside, **RFQ 23-05** and addressed to:

City of Fernandina Beach  
Attn: City Clerk's Office – **RFP #23-05**  
204 Ash Street  
Fernandina Beach, FL 32034

Hand delivered Submittal is to be taken to the Clerk's Office at the above address.

The proposal must be submitted on the specified **Contact Sheet**, hereto attached as "**Exhibit A**". The person signing the Response Form must have the authority to bind the proposer to the Submittal. All information on the Price Submittal form must be provided, or the submittal may not be accepted.

The sealed Submittal must be accompanied by a "**Public Entity Crimes**", herein provided as "**Exhibit B**", "**Drug-Free Workplace Certification**" herein provides as "**Exhibit C**", "**E-Verify Statement**" herein provided as "**Exhibit D**", "**Proposer Acknowledgements and Agreements**", herein provided as "**Exhibit E**", "**Conflict of Interest**", herein provided as, "**Exhibit F**", "**Non-Collusion Affidavit**", herein provided as "**Exhibit G**" and "**Dispute Disclosure**", herein provided as "**Exhibit H**", **Federal Requirements for ARPA Funds**, herein provided as "**Exhibit I**".

**FIRM SHALL SIGN AND INCLUDE EXHIBITS "A-I"**. Failure to so, may result in rejection of the Submittal.

**CITY OF FERNANDINA BEACH, FLORIDA  
REQUEST FOR QUALIFICATIONS  
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND  
DESIGN**

In accordance with Item 16, General Terms and Conditions, please provide **proof the Contractor/Vendor is not listed in the Excluded Parties List System**, a federal suspension and debarment listing.

**An example of the City of Fernandina Beach contract is included in this bid packet.**

**SCOPE OF WORK**

The City of Fernandina Beach, Florida (City) is requesting qualification submittals for the Engineering & Design and Permitting Assistance for approximately 1,790 linear feet of a waterfront resiliency bulkhead system on the downtown waterfront along the Amelia River as shown on the attached documents. The project will consist of development of waterfront protection systems and associated structures along five segments to protect the upland areas from storm surge, high tides, and sea level rise. Preliminary concepts have been developed by the City for consideration and are included in this document.

After receiving qualification submittals from interested professional engineering firms, the City will evaluate the submittal qualifications and capabilities to include, but not be limited to, such factors as: experience; capabilities; past record; past performance; adequacy of personnel; ability of professional personnel; willingness and ability to meet time and budget requirements; recent, current and projected workload; location; ability to furnish the required services; and such other factors as may be determined by the Evaluation Committee to be applicable to the particular requirements of the project for which the professional services have been requested. During the evaluation process, the City may elect to interview one or more firms who have submitted their qualifications.

Upon completion of the evaluation process, the City will select the firm(s) that best meets its needs for the project and will request a proposal from such firm(s) for the proposed project.

**EVALUATION**

An Evaluation Committee will review all responsive submittals. The submittals will be evaluated using the evaluation criteria set forth herein. The information that will be considered and relative scoring for each criterion is as follows:

**Experience of the team members            40 points**

Does the respondent team demonstrate the understanding of the project and contain the skills to complete the work and understand the overall goals of the City for this project.

**Past Performance/References            40 points**

Has the team members successfully completed similar projects and worked as a team previously on similar projects.

**Proposed Schedule                            20 Points**

Does the schedule proposed by the team demonstrate understanding of the efforts required and fully identify significant milestones based on the scope of work involved.

**CITY OF FERNANDINA BEACH, FLORIDA**  
**REQUEST FOR QUALIFICATIONS**  
**RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND**  
**DESIGN**

The City of Fernandina Beach shall be the judge of its own best interest in regard to the evaluation of the submittals. Selection of the firm(s) may be made to the most responsive and responsible firm's submittal determined to be the most advantageous to the City.

The City reserves the right to consider historic information and fact, whether gained from the firm's submittal, question and answer conferences, references, and/or other sources in the evaluation process.

**RFQ PACKAGE**

Request for Qualifications can be downloaded online at [www.fbfl.us/bids](http://www.fbfl.us/bids). Any questions regarding the RFQ package can be directed in writing to Wanda Weaks, Purchasing Agent, at [wweaks@fbfl.org](mailto:wweaks@fbfl.org).

**CONTACT**

Specific questions during the submittal period must be submitted in writing to Wanda Weaks, Purchasing Agent, at [wweaks@fbfl.org](mailto:wweaks@fbfl.org).

Respondents are hereby put on notice that no contact will be made with any of the City Commission members, other City staff, or others that may be involved in the selection process to discuss this request or to influence the outcome of the selection.

**ADDENDA**

A written response to Respondent questions will be issued via Addendum and posted on the City's website at [www.fbfl.us/bids](http://www.fbfl.us/bids) and DemandStar at [www.demandstar.com](http://www.demandstar.com). It is the Respondent's responsibility to check the City's website for Addenda prior to submitting their proposal. The deadline for questions is **ten** days before proposal opening.

If there is an Addendum it becomes part of the original RFQ and must be acknowledged by attaching a copy of the Addendum, signed by an authorized representative of the person or company submitting the bid or proposal. Failure to do so may disqualify the submittal.

**INSURANCE REQUIREMENTS**

Insurance requirements are outlined in the General Conditions of this Request for Qualifications.

**CITY OF FERNANDINA BEACH, FLORIDA**  
**REQUEST FOR QUALIFICATIONS**  
**RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND**  
**DESIGN**

**GENERAL CONDITIONS OF REQUEST FOR QUALIFICATIONS**

**REJECTION OF RESPONSE**

- a. The City reserves the right to accept or reject any or all Respondents, to waive irregularities and technicalities, and to request resubmission or to re-advertise for the services. The City shall be the sole judge of the submittals. The City's decision shall be final.

**LATE RESPONSE**

- a. Request for Qualifications and modifications received after the time set for the opening will not be considered.
- b. Modifications in writing received prior to the time set for the opening will be accepted.

**LOCAL, STATE, AND FEDERAL COMPLIANCE**

- a. Respondents shall comply with all local, state, and federal directives, orders and laws as applicable to the REQUEST FOR QUALIFICATIONS and subsequent contract(s) in accordance with the requirements as stated in CFR 200.321, including but not limited to Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and Occupational Safety and Health Administration (OSHA) as applicable to this contract.
- b. A "Public Entity Crimes Statement", in accordance with Florida Statutes, Section 287.133 (3) (a), on Public Entity Crimes, attached hereto as "Exhibit B", must be received at the time of the proposal.
- c. A "Drug Free Workplace Certification" attached hereto as "Exhibit C", must be received at the time of the proposal.
- d. The City of Fernandina Beach requires that the Proposer selected will not discriminate under the contract against any person, in accordance with federal, state and local government regulations.
- e. An "E-Verify Statement" attached hereto as "Exhibit D" must be received at the time of the proposal.

**AWARD OF REQUEST FOR QUALIFICATIONS**

- a. The REQUEST FOR QUALIFICATIONS will be awarded to the most responsive and responsible submittal offering the best value to the City of Fernandina Beach.
- b. The City reserves the right to accept and award item by item, and/or by group, or in the aggregate.

**CITY OF FERNANDINA BEACH, FLORIDA**  
**REQUEST FOR QUALIFICATIONS**  
**RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND**  
**DESIGN**

- c. A written award of acceptance (Contract) mailed or otherwise furnished to the successful submittal shall result in a binding contract without further action by either party.
- d. Unless otherwise noted in the specifications, the length of the agreement shall be one year with two one-year renewals possible based on the mutual consent of the parties.
- e. Upon award, for construction projects, the Contractor will be required to complete/execute the City's Contract and General Conditions for Construction Services. An example of the contract can be found on the City's website at [www.fbfl.us/bids](http://www.fbfl.us/bids), Bids and Purchasing web page.
- f. Agreement may be cancelled with 60 day notice unless otherwise stated in signed contract documents.

**NOT RESPONSIBLE FOR COSTS**

- a. The City shall not be responsible for any cost incurred by a prospective Respondent in re this Request for Qualifications.

**PUBLIC INFORMATION**

- a. All information contained in this Request for Qualifications is public information, and as such will be handled in accordance with chapter 119, Florida Statutes.

**ADDITIONAL INFORMATION**

- a. The City reserves the right to require Respondents to provide references and information on previous similar experience prior to award of the contract.

**PAYMENT**

- a. Payment due hereunder shall be made by the City to INDIVIDUAL/FIRM in accordance with the Florida Prompt Payment Act.

**PROTESTS**

- a. Respondent protest conditions and procedures are in accordance with City Ordinances – Part 2, Chapter 2, Article VII, Division 2, Section 2-444.

**FEDERAL GRANT MONEY**

In the event this project is funded with federal grant monies, INDIVIDUAL/FIRM may not participate in the proposal if INDIVIDUAL/FIRM is listed in the Excluded Parties List System (EPLS) a federal suspension and debarment listing. The Federal Government's Excluded Parties List System (EPL) is located at, including but not limited to, <https://www.sam.gov/portal/SAM/>. INDIVIDUAL/FIRM shall include copy of search results with bid or proposal.

**CITY OF FERNANDINA BEACH, FLORIDA**  
**REQUEST FOR QUALIFICATIONS**  
**RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND**  
**DESIGN**

**LOBBYING**

Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a Board Member, the City Manager, and/or any City Personnel during the solicitation process. The lobbying black-out period commences upon the issuance of this solicitation and concluded upon the signing of the agreement. INDIVIDUAL/FIRM shall not contact any Commission Member and/or any requesting or evaluating Department/Office personnel during said black-out period. All questions and procedural matters shall be directed to the City Manager. The City Commissioners and/or the City Manager may disqualify any solicitation response where any Commissioner, the City Manager, and/or City Personnel have been lobbied in violation of the black-out period.

**CITY OF FERNANDINA BEACH, FLORIDA  
REQUEST FOR QUALIFICATIONS  
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND  
DESIGN**

**EXHIBITS**

<b>EXHIBIT "A"</b>	<b>Contact Sheet</b>
<b>EXHIBIT "B"</b>	<b>Public Entity Crimes</b>
<b>EXHIBIT "C"</b>	<b>Drug-Free Workplace Certification</b>
<b>EXHIBIT "D"</b>	<b>E-Verify Statement</b>
<b>EXHIBIT "E"</b>	<b>Proposer Acknowledgements and Agreements</b>
<b>EXHIBIT "F"</b>	<b>Conflict of Interest</b>
<b>EXHIBIT "G"</b>	<b>Non-Collusion Affidavit</b>
<b>EXHIBIT "H"</b>	<b>Disputes Disclosure</b>
<b>EXHIBIT "I"</b>	<b>Federal Requirements for ARPA Funds</b>

**CITY OF FERNANDINA BEACH, FLORIDA  
REQUEST FOR QUALIFICATIONS  
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND  
DESIGN**

**EXHIBIT "A"**

**CONTACT SHEET**

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

**Federal Taxpayer ID:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**City, State, & Zip Code:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Submitted By:** \_\_\_\_\_

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

**Accounting Contact:**

**Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**\*See preferred method of payment under "Prompt Payment Act" section of the General Conditions**

**THIS FORM MUST BE INCLUDED WITH SUBMITTAL**



**CITY OF FERNANDINA BEACH, FLORIDA  
REQUEST FOR QUALIFICATIONS  
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND  
DESIGN**

**EXHIBIT "B"**

**SWORN STATEMENT UNDER F.S. SECTION 287.133(3) (A), ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted with Bid, Proposal or Contract for \_\_\_\_\_.
2. This sworn statement is submitted by (entity) \_\_\_\_\_ whose business address is \_\_\_\_\_ and (if applicable) Federal Employer Identification Number (FEIN) is \_\_\_\_\_ ( If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: \_\_\_\_\_.)
3. My name is \_\_\_\_\_ and my relationship to the entity named above is \_\_\_\_\_.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (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 with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any 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.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means 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 records 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.
6. 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 management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, must be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months must be considered an affiliate.



**CITY OF FERNANDINA BEACH, FLORIDA  
REQUEST FOR QUALIFICATIONS  
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND  
DESIGN**

**EXHIBIT "C"**

**DRUG-FREE WORKPLACE CERTIFICATION**

The below-signed INDIVIDUAL/FIRM certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace prepare, a business must:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or services a copy of the statement specified in paragraph 1.
4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on or require fine satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I Certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ PHONE: \_\_\_\_\_

NAME (TYPED OR PRINTED): \_\_\_\_\_ TITLE: \_\_\_\_\_

**THIS FORM MUST BE INCLUDED WITH SUBMITTAL**

**CITY OF FERNANDINA BEACH, FLORIDA  
REQUEST FOR QUALIFICATIONS  
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND  
DESIGN**

**EXHIBIT “D”**

**E-VERIFY STATEMENT**

**Bid/Proposal Number:** \_\_\_\_\_

**Project Description:** \_\_\_\_\_

\_\_\_\_\_

I/FIRM acknowledges and agrees to the following:

I/FIRM will utilize the U.S. Department of Homeland Security’s E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the FIRM during the term of the Contract to perform employment duties within Florida; and
2. All persons assigned by the FIRM to perform work pursuant to the contract with the Department.

**Individual/Company/Firm:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

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

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

**THIS FORM MUST BE INCLUDED WITH SUBMITTAL**

**CITY OF FERNANDINA BEACH, FLORIDA  
REQUEST FOR QUALIFICATIONS  
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND  
DESIGN**

**EXHIBIT “E”**

**PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS**

The undersigned, as an employee or agent of the Proposer, having the authority to sign a binding agreement on behalf of the corporation, company, or firm presenting this submittal, confirms understanding and/or agreement and/or takes exception with any statement in the following sections of this RFP document.

1. INTRODUCTION AND GENERAL INFORMATION  
Understands and agrees to all terms.
2. PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS  
Understands and agrees to all terms.
3. EVALUATION AND CONTRACT OVERVIEW  
Understands and agrees to all terms.
4. PROPOSER’S RESPONSE: SUBMITTAL INFORMATION  
Understands and agrees to all terms.
5. PROPOSER’S RESPONSE: PROPOSED TEAM  
Understands and agrees to all terms.
6. PROPOSER’S RESPONSE: PROPOSED COMPENSATION  
Understands and agrees to all terms.

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

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

**THIS FORM MUST BE INCLUDED WITH SUBMITTAL**

**CITY OF FERNANDINA BEACH, FLORIDA**  
**REQUEST FOR QUALIFICATIONS**  
**RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND**  
**DESIGN**

**EXHIBIT "F"**

**CONFLICT OF INTEREST STATEMENT**

This sworn statement is submitted with Bid, Proposal or Contract for \_\_\_\_\_

This sworn statement is submitted by (entity) \_\_\_\_\_ whose business address is \_\_\_\_\_ and (if applicable) Federal Employer Identification Number (FEIN) is \_\_\_\_\_ ( If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: \_\_\_\_\_.)

My name is \_\_\_\_\_ and my relationship to the entity named above is \_\_\_\_\_.

1. The above-named entity is submitting a Proposal for the City of Fernandina Beach.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
3. The Affiant states that only one submittal for the above proposal is being submitted and that the above-named entity has no financial interest in other entities submitting proposals for the same project.
4. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Fernandina Beach.
8. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Fernandina Beach.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify the City of Fernandina Beach.

\_\_\_\_\_  
Signature

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

**CITY OF FERNANDINA BEACH, FLORIDA  
REQUEST FOR QUALIFICATIONS  
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND  
DESIGN**

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

PERSONALLY, APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, and is personally known to me, or has provided \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Signature

My Commission expires: \_\_\_\_\_

**THIS FORM MUST BE INCLUDED WITH SUBMITTAL**

**CITY OF FERNANDINA BEACH, FLORIDA**  
**REQUEST FOR QUALIFICATIONS**  
**RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND**  
**DESIGN**

**EXHIBIT "G"**

**NON-COLLUSION AFFIDAVIT**

This sworn statement is submitted with Bid, Proposal or Contract for \_\_\_\_\_.

This sworn statement is submitted by (entity) \_\_\_\_\_ whose business address is \_\_\_\_\_ and (if applicable) Federal Employer Identification Number (FEIN) is \_\_\_\_\_ ( If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: \_\_\_\_\_.)

My name is \_\_\_\_\_ and my relationship to the entity named above is \_\_\_\_\_.

1. The above named is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
2. Such Proposal is genuine and is not a collusive or sham proposal;
3. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Responder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Responder, firm, or person to fix the price or prices in the attached proposal or any other Responder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Responder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Fernandina Beach, Florida or any person interested in the proposed Contract; and
4. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Responder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

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

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

PERSONALLY, APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this \_\_\_ day of \_\_\_\_\_, 20\_\_, and is personally known to me, or has provided \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Signature My Commission expires: \_\_\_\_\_

**THIS FORM MUST BE INCLUDED WITH SUBMITTAL**



**CITY OF FERNANDINA BEACH, FLORIDA  
REQUEST FOR QUALIFICATIONS  
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND  
DESIGN**

**EXHIBIT “H”**

**DISPUTES DISCLOSURE FORM**

**Answer the following questions by placing an “X” after “YES” or “NO”. If you answer “YES”, please explain in the space provided, or via attachment.**

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?

YES \_\_\_ NO \_\_\_

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES \_\_\_\_\_ NO \_\_\_\_\_

Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES \_\_\_\_\_ NO \_\_\_\_\_

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts must be cause for forfeiture of rights for further consideration of this proposal for the City of Fernandina Beach.

---

Firm

Date

---

Authorized Signature

Printed or Typed Name and Title

**THIS FORM MUST BE INCLUDED WITH SUBMITTAL**

# RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

## FEDERAL CONTRACT REQUIREMENTS

### ARPA FUNDS 2022

#### Certification Regarding Lobbying

(To be submitted with each bid or offer exceeding \$100,000)

#### EXHIBIT "I"

The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Printed Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

**THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL**

# RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

---

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Approved by OMB  
0348-0046

**THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL**

# RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

## Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure)

<b>Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
<b>Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Sub-awardee Tier _____, if Known:  <b>Congressional District, if known:</b>		<b>If Reporting Entity in No. 4 is Sub-awardee,</b> Enter Name and Address of Prime:   <b>Congressional District, if known:</b>
<b>Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____	
<b>Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b>  \$ _____	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i>	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
<b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>		
<b>Signature:</b> _____ _____ <b>Print Name:</b> _____ _____ <b>Title:</b> _____ <b>Telephone No.:</b> _____ <b>Date:</b> _____		
<b>Federal Use Only</b>		<b>Authorized for Local          Reproduction Standard Form          - LLL (Rev. 7-97)</b>

**THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL**

# RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

## EXHIBIT I-1: REQUIRED CONTRACT PROVISIONS

2 CFR 200.326 Contract provisions. The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

### All Contracts

THRESHOLD	PROVISION	CITATION
>\$150,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.	2 CFR 200 APPENDIX II (B)
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F)
None	Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
None	Records of non-Federal entities. The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas General Land Office (GLO), and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.	2 CFR 200.336
None	Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:	2 CFR 200.333

**THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL**

# RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

	<p>(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.</p> <p>(b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.</p> <p>(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.</p> <p>(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.</p> <p>(e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.</p> <p>(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).</p> <p>(1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.</p> <p>(2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.</p>	
None	<p>Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.</p> <p>(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p>(b) Affirmative steps must include:</p> <p>(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;</p> <p>(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;</p> <p>(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;</p>	2 CFR 200.321

**THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL**

## RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

	<p>(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;</p> <p>(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and</p> <p>(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.</p>	
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of CDBG-DR funds. If no such funds are awarded, the contract shall terminate.	Optional

**THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL**

# RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

EO Clause for Construction Contracts > \$10K including administration & engineering contracts associated with construction contracts

THRESHOLD	PROVISION	CITATION
>\$10,000	<p>Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”</p> <p>41 CFR 60-1.4 Equal opportunity clause.</p> <p>(b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</p> <p>The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</p> <p>During the performance of this contract, the contractor agrees as follows:</p> <p>(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:</p> <p>Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.</p> <p>(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.</p> <p>(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to</p>	<p>41 CFR §60-1.4(b) and 2 CFR 200 APPENDIX II (C)</p>

**THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL**



# RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules,

**THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL**

# RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

	<p>regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.</p> <p>The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.</p> <p>(c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.</p> <p>(d) Inclusion of the equal opportunity clause by reference. The equal opportunity clause may be included by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Director of OFCCP may designate.</p> <p>(e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.</p> <p>(f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.</p> <p>[80 FR 54975, Sept. 11, 2015]</p>	
--	---	--

**THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL**

## RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

THRESHOLD	PROVISION	CITATION
>\$2,000	<p><i>Compliance with the Davis-Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5) and with the Copeland “Anti-Kickback” Act (18 U.S.C. 874; 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3):</i></p> <p>Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.</p>	2 CFR 200 APPENDIX II (D)
>\$100,000	<p>Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.</p>	2 CFR 200 APPENDIX II (E)
>\$150,000	<p>Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree 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 the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).</p>	2 CFR 200 APPENDIX II (G)
>\$100,000	<p>Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or</p>	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303

**THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL**

# RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

	<p>employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.</p>	
<p>&gt;\$100,000</p>	<p>All Section 3 covered contracts shall include the following clause (referred to as the Section 3 clause):</p> <p>A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.</p> <p>B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.</p> <p>C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.</p> <p>D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.</p> <p>E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.</p> <p>F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.</p> <p>G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i)</p>	<p>24 CFR §135.38</p>

**THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL**

## RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

	<p>preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).</p>	
	<p>A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.</p> <p>[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]</p>	<p style="text-align: right;">2 CFR 200 APPENDI X II (J)</p>
	<p>Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.</p>	<p style="text-align: right;">42 U.S.C. 6201</p>
	<p>As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.</p> <p style="margin-left: 20px;">a. For purposes of this section:</p> <p style="margin-left: 40px;">i. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.</p> <p style="margin-left: 40px;">ii. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.</p>	<p style="text-align: right;">2 CFR 200.322</p>

**THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL**