

PORT OF PORT ANGELES REQUEST FOR QUALIFICATIONS

ENGINEERING SERVICES

MARINE TRADES CENTER PHASE 2 SITE DEVELOPMENT

*U.S. Department of Commerce Economic Development Administration
Investment No.:07-79-07719*

Qualifications Due August 16, 2022

The Port of Port Angeles is seeking responses from consultants or consultant teams to complete the design engineering for the Phase 2 development and implementation of the Marine Trades Center (MTC). This is a qualification-based procurement of architectural/engineering professional services whereby the qualifications are evaluated, and the most qualified consultant is selected, subject to negotiation of fair and reasonable compensation.

The Port of Port Angeles is located 80 miles northwest of Seattle on the Strait of Juan de Fuca. The Port is a multifaceted enterprise that operates, manages and makes capital investments in four lines of business, Marine Facilities, Marinas, Airports and Industrial Properties.

The Port's central waterfront property is currently anchored by Marine Terminals 1 and 3 supporting cargo export operations and vessel topside repair. The adjacent developed upland consists of marine trades business engaged in the construction, maintenance and repair of recreational, commercial and government vessels (See attached Figure 1). These marine trades businesses are supported by a 500-ton haul-out pier located adjacent to Terminal 1.

Abutting up to the current marine trades operations is the future location of the Marine Trades Center. The MTC is located at 439 Marine Drive, Port Angeles, WA 98363. This vacant waterfront site is approximately 18 acres, zoned heavy industrial and has direct access to the marine terminals and travel lift pier. A plywood mill operated at the Site from the 1940s to 2011. This mill was demolished, and the site cleaned up in 2016¹. After cleanup, a master plan for the development of the MTC was drafted in 2017 and detailed the preferred project alternative (See attached Figure 2). The MTC development will combine a premium waterfront location with the infrastructure to support a broad range of marine trades businesses. The project development has been phased and a boat washdown facility was constructed in 2019 as Phase I of this development.

The selected consultant will work with the Port to design and prepare the bid documents for Phase 2 development at the MTC. The Port is requesting qualifications that include the full spectrum of anticipated disciplines including civil, structural, electrical, landscape architecture and project permitting. The 2018 Concept Infrastructure Plan for the development is located at: [Drop Box Link](#)

¹ Residual contaminated soil remains at project site and if encountered during MTC development will need to be managed per [K Ply Site Soil Management Plan](#).

This design engineering and project construction will be funded with a U.S. Economic Development Administration (EDA) FY 2019 Disaster Supplemental Grant. Interested consultants should have experience with federally funded projects. Minority Business Enterprises, Small Business Enterprises and Women Business Enterprises are encouraged to submit proposals. Prior to awarding the contract for this engineering work the Port will verify that the selected consultant is not listed (is not debarred) through the System for Award Management (www.SAM.gov). Included is the Port's Standard Agreement for Professional Services with a Lobbying Certificate (Attachment C), Certificate Regarding Debarment (Attachment D) and EDA Terms & Conditions (Attachment E).

Anticipated Scope of Work

The scope of work will include design and implementation of the MTC Phase 2 Site Development. The successful consultant and the Port will further refine the scope of work and schedule during the contract negotiation process to meet the needs of the project and required items in [EDA Architect/Engineering Contract Checklist](#).

1. Phase 2 – Improvement Design and Construction

- a. Design** - Consultant will be responsible for developing plans, specifications, technical manuals and bid drawings for Port's preferred improvement plan. The selected consultant will provide necessary documentation required to meet current City of Port Angeles building code standards and applicable federal requirements in the [EDA Contracting Provisions for Construction Projects](#).
- b. Permitting** – Consultant will provide permit assistance to obtain all permits and approvals required for this development. This project is federally funded with EDA being the NEPA lead agency. The following has been done by the EDA or the Port: (1) NEPA FONSI issued, (2) NHPA Section 106 consultation completed, (3) ESA Section 7 consultation completed and (4) EFH consultation completed. Conditions of these determinations will need to be incorporated into the bid documents and remaining permit applications and approvals. These remaining required permits and approvals may include:
 - i. SEPA checklist (City or Port will be lead agency)
 - ii. City Shoreline Permit
 - iii. City Building/Stormwater Permit
 - iv. WA Ecology Construction Stormwater Permit
 - v. WA Ecology CZM Certification
 - vi. WA Ecology Water Quality Certification for stormwater outfall
 - vii. WA State Hydraulic Project Approval for stormwater outfall
 - viii. USACE Nationwide Permit for stormwater outfall
 - ix. Nest survey per Migratory Bird Treaty Act, if needed

Final project design will need to meet City of Port Angeles Shoreline Master Program public access and landscaping conditions as the Olympic Discovery Trail is directly south of the project site.

- c. Bidding Support** – Consultant will provide pre-bid assistance, be responsible for meeting with prospective bidders, and provide bid addendums as may be required. Once bids are accepted for construction, the selected consultant will assist the Port in bid review and selection of successful bidder.

- d. **Construction Support** – Consultant will provide construction support for the duration of the project, including review of all submittals and shop drawings, responses to requests for information (RFI), and review pay estimates and change order proposals.
- e. **Project Inspection & Construction Management**
 Consultant will provide fulltime onsite construction management and oversight that will include surveillance of project construction to assure compliance with plans, specifications, and permits. This will include material and structural testing. Construction monitoring by a professional archaeologist is required but will be conducted under a separate agreement directly with the Port.
- f. **Final As-Built Drawings**
 The Consultant would assist the general construction contractor in recording and maintaining a set of “As-Built” drawings. The Consultant will finalize a formal AutoCAD set and deliver electronically as PDF and standard AutoCAD file upon completion of the project.

Estimated Schedule

1. RFQ Advertisement	July 15, 2022
2. RFQ Responses Due	August 16, 2022
3. Consultant Selected	September 2, 2022
4. Scope of Work Negotiations	September 30, 2022
5. EDA Agreement Approval	October 14, 2022
6. Port BOC for Approval	October 25, 2022
7. Consultant Notice to Proceed	October 26, 2022
8. Final Design & Bid Package Complete	October 31, 2023
9. Permitting Complete	October 31, 2023
10. Bidding	January – February 2024
11. Construction	April – November 2024

Proposal Criteria & Qualifications

Responses should address the following criteria, which will be used to evaluate all firms.

1. Qualifications and Experience (50 possible points)

- a. Briefly list and describe your firm's previous experience in providing Engineering & Permitting services for industrial waterfront development. For each project listed, the information should include:
 - i. Name and location of the facility and the date the work was completed.
 - ii. Name and telephone number of the manager or staff person whom your firm worked with on the project.
 - iii. Name of your project manager and pertinent project team members.
 - iv. Brief description of the work performed.
 - v. Total final combined design and construction dollar amount of the work performed and whether the project was completed within the original budget.
- b. Provide the names of your members and those of any proposed sub-consultants who would be involved in this project. Include the following information:

- i. Individual's proposed role in the project.
 - ii. A resume or brief description of the individual's previous experience as it relates to his/her role in this project.
 - iii. For any proposed sub-consultants, indicate if your firm has worked with the sub-consultant on previous projects. The Port of Port Angeles encourages consultants to use qualified local sub-consultants and labor force when possible.
- c. List any experience providing design and construction management for federally funded projects and developing construction contracts and bid documents per applicable conditions in [EDA Contracting Provisions for Construction Projects](#).

2. Description of Approach (40 points possible)

- a. Provide a proposed work plan and how that plan will be accomplished. Highlight issues you feel will be relevant and strengths your organization has to deal with those issues.

3. Demonstrate Capability to Perform Services (10 Points)

- a. List references that would attest to the expertise of the company and the assigned personnel.
- b. Provide an estimated timeline to complete the project

Review and Selection

Consultant selection will be according to Chapter 39.80 RCW and 2 CFR 200 and based on the evaluation and scoring of the qualifications where the most qualified competitor is selected (highest points) unless it is deemed necessary by the Port to conduct interviews of closely scored consultants. If conducted, interviews will be evaluated and scored up to an additional 25 points and added to evaluation points listed above. The consultant determined best qualified (highest points score) to perform the studies will be recommended to the Port Board of Commissioners (BOC) for acceptance, subject to successful negotiation of a contract for professional services.

Submitting Proposal

Direct all inquiries on this Request for Qualifications to Chris Hartman, at 360-417-3422 or chrish@portofpa.com.

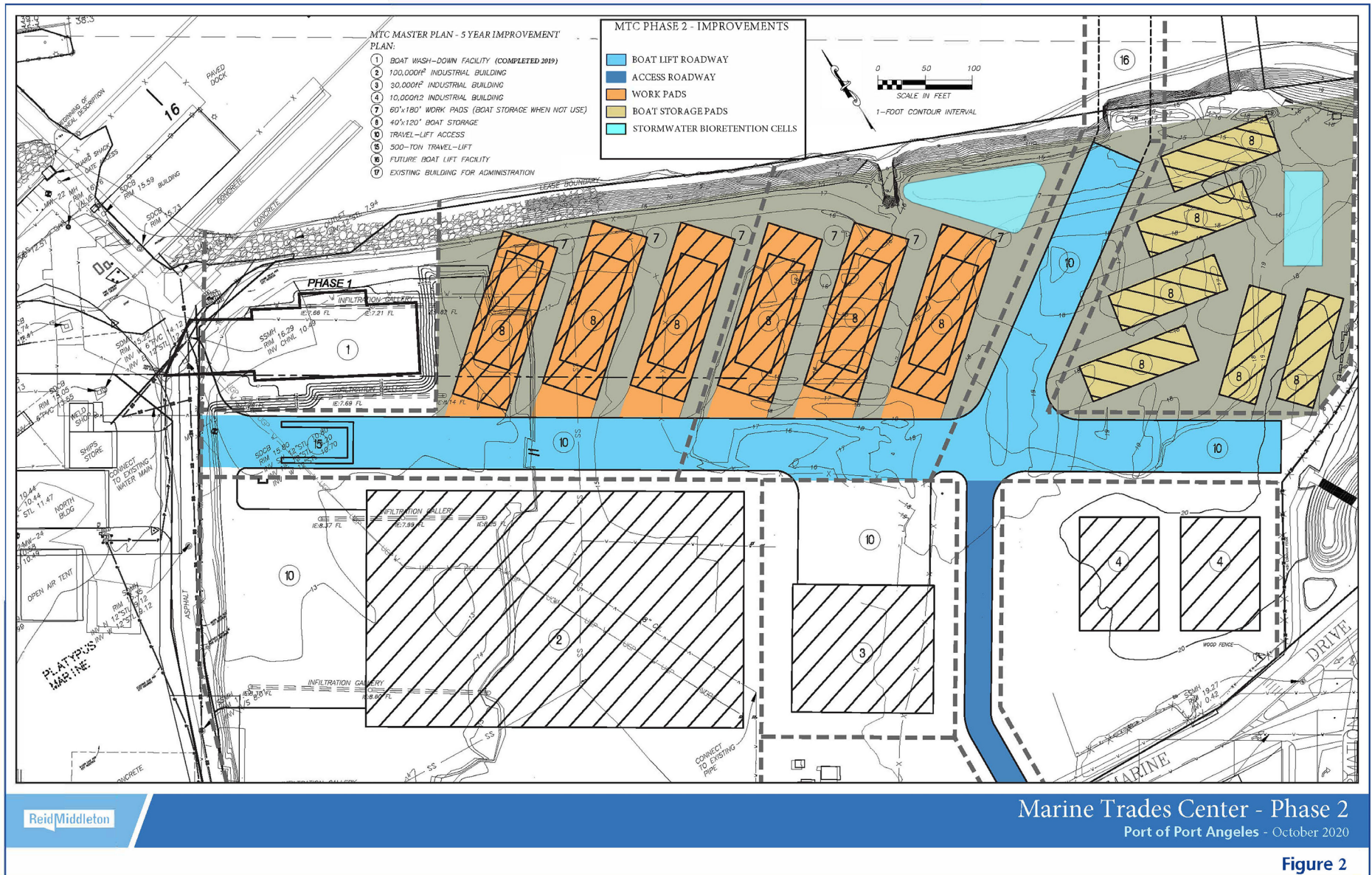
The proposals shall be submitted as a single PDF via email, **with Subject: MTC Development**, to Chris Hartman at chrish@portofpa.com, no later than **5 PM PDT, August 16, 2022**. Proposals shall not exceed ten (10) pages, including attachments.

The Port reserves the right to reject any and all proposals submitted. This RFQ and the firm's response, including all promises, warranties, commitments, and representations made in the successful proposal (as accepted by the Port), shall be binding and incorporated by reference in the Port's contract with the Consultant. The Port will not be liable for any costs incurred by the Consultant in the preparation and presentation of proposals submitted in response to this RFQ. The selected firm will be required to execute the Port's Standard Agreement for Professional Services (attached).

Figure 1 – Site Overview (Looking East)



Figure 2 – MTC Phase 2 Concept



PROFESSIONAL SERVICES AGREEMENT

PROJECT: MARINE TRADE CENTER PHASE 2 SITE DEVELOPMENT
CONSULTANT:

THIS AGREEMENT is made and entered into by and between the Port of Port Angeles (*hereinafter referred to as the "Port"*) and _____ (*hereinafter referred to as the "Consultant"*) for the furnishing of consultant services for _____.

The Port and Consultant mutually agree as follows:

SCOPE AND SCHEDULE OF WORK

List of Deliverables:

Note: See Attachment A for scope details.

COMPENSATION

This will be accomplished on a time and expense basis and will not exceed _____, without prior written approval from the Port.

LENGTH OF AGREEMENT

The length of this agreement is from _____ through _____.

RATE AND FEE SCHEDULE AND OUT-OF-POCKET EXPENSES

Note: See Attachment B for schedule of fees

REPRESENTATIVES

The Port's Project Manager and Consultant's Representative for this Agreement are as specified. Alternate representatives may be appointed by either party with written notice to the other party.

Port's Project Manager: _____
Consultant's Representative: _____

TERMS AND CONDITIONS

In consideration of the mutual covenants, obligations, and compensation to be paid by the Port to Consultant, it is agreed that:

1. Relationship of the Parties

Consultant, its subconsultants and employees, is an independent Contractor. Nothing contained herein shall be deemed to create a relationship of employer and employee or of principal and agent.

2. Conflicts of Interest

Consultant warrants that it has no direct or indirect economic interest which conflicts in any manner with its performance of the services required under this Agreement. Consultant warrants that it has not retained any person to solicit this Agreement and has not agreed to pay such person any compensation or other consideration contingent upon the execution of this Agreement.

3. Compliance with Laws

Consultant agrees to comply with all local, state, tribal and federal laws and regulations applicable to the services, including registration and taxes, permitting regulations and those regarding employee safety, the work place environment, and employment eligibility verifications as required by the Immigration and Naturalization Service. Consultant shall obtain all licenses and permits required to complete the scope of work as defined.

The Port shall furnish Consultant with the information required by the Hazard Communication standard for materials preexisting on the project site. Consultant will ensure that this information is made available to the Consultant's personnel and subconsultants, and incorporated into the contract documents as appropriate.

4. Suspension and Debarment

By signing this agreement, the Consultant verifies that it has not been suspended or debarred from working on federally funded projects

5. Records and other Tangibles

Until the expiration of six years after the term of this Agreement, Consultant agrees to maintain accurate records of all work done in providing services specified by the Agreement and following Consultant's receipt of final payment therefore to deliver such records to the Port upon termination of the Agreement or otherwise as requested by the Port.

6. Ownership of Work

The services to be performed by Consultant shall be deemed instruments of service for purposes of the copyright laws of the United States. The Port has ownership rights to the work products prepared by the Consultant in performing these services. Consultant shall not be responsible for changes made in the work products by anyone other than the Consultant. Consultant shall have free right to retain, copy and use any tangible materials or information produced but only for its own internal purposes. Use of documents or other materials prepared under this Agreement for promotional purposes shall require the Port's prior consent.

7. Disclosure

All information developed by the Consultant and all information made available to the Consultant by the Port, and all analyses or opinions reached by the Consultant shall be confidential and shall not be disclosed by the Consultant without the written consent of the Port except to the extent required by law or legal process.

8. Deliverables

Unless otherwise specified in the Scope of Work, Consultant shall provide draft deliverables to the Port for review prior to preparation of final deliverables. Delivery of materials produced shall consist both of the tangible materials and one copy of any computer file used in the creation of the tangible product in a PDF format or other format specified by the Port.

9. Compensation

As full compensation for the performance of its obligations of this Agreement and the services to be provided, the Port shall pay Consultant as specified in the Agreement. Compensation for vehicle usage will be paid at the current Internal Revenue Service allowable mileage reimbursement rate based on road mileage distance between Consultant's office and project location. Consultant's expenses will be reimbursed at cost. Hourly rates shall include all of Consultant's routine administration and overhead expenses, including all equipment, software, tools and supplies reasonably required to perform the scope of services. The Port will not separately reimburse Consultant for routine overhead expenses or administration including but not limited to:

- A. Computer hardware or software usage
- B. Digital camera or recording equipment
- C. Communications - including phone, internet, fax, postage and courier
- D. Routine reproduction except for documents produced by outside vendor
- E. Small tools and expendables.
- F. Federal, state or local taxes
- G. Safety training and equipment
- H. Time devoted to Agreement negotiation, invoicing or dispute resolution.

10. Payment Schedule

Consultant shall submit detailed numbered invoices showing description of work items being invoiced, work order number, title of project, total authorized, total current invoice, balance of authorization, individual's names and titles, hours, hourly rate and all authorized expenses itemized, with backup, by the 10th of the month to be paid by the end of the current month, unless other terms are agreed to by the parties.

11. Costs and Disbursements

Consultant shall pay all costs and disbursements required for the performance of its services under this Agreement.

12. Indemnity

For all claims arising from the performance of the Consultant's professional services Consultant and its subconsultants agree to indemnify and hold harmless the Port of Port Angeles, its appointed and elective officers and its employees from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatever kind and nature, including attorney fees and costs, by reason of any and all claims and demands on it, its officers and employees, to the extent arising from the negligent acts, errors or omissions by the Consultant in the performance of the Consultant's professional services.

13. Insurance

Prior to commencement of services under this Agreement and if required below, Consultant shall procure and maintain one or more lines of insurance coverage to be kept in force for the life of this Agreement. If required, insurance shall be procured from insurance carriers with a current A.M. Best's rating of no less than "A VI". Consultant shall submit to the Port a Certificate of Insurance which shows that it has obtained the required coverage(s). Coverage shall not lapse

or be terminated without written notification to the Port, delivered electronically or by mail, not less than thirty (30) days prior to any such lapse or termination. Consultant agrees to notify the Port of any material change of coverage or reduction in limits. Except for professional liability, the Port shall be named as an additional insured on all policies on ISO Form CG 20 10 Form B.

This Agreement ☒ Does ☐ Does not require commercial general liability insurance. If neither box is checked, commercial general liability insurance is required. If required, the following will apply:
Consultant shall procure and maintain during the life of this Agreement commercial general liability coverage on occurrence form CG0001 or equivalent with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate;

This Agreement ☒ Does ☐ Does not require automobile liability insurance. If neither box is checked, automobile liability insurance will be required.

Consultant shall procure and maintain during the life of this Agreement automobile liability insurance covering owned, non-owned and hired vehicles of \$1,000,000 combined single limit per accident. Sole proprietors may provide coverage on a Personal Auto Policy in lieu of a Commercial Auto coverage form.

This Agreement ☒ Does ☐ Does not require Professional Liability insurance coverage. If neither box is checked, the Agreement does require this coverage.

Consultant shall procure and maintain during the life of this Agreement professional liability insurance of \$1,000,000 per claim and in the aggregate. Insurance shall have a retroactive date before the date of commencement of services and shall remain in effect for the term of this Agreement plus three years.

14. Force Majeure

Neither the Port nor the Consultant shall hold the other party responsible for damages or delay in performance caused by acts of god, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

15. Standard of Care

Consultant shall perform its work to conform to generally accepted professional standards. Consultant shall be responsible for the professional quality, technical adequacy and accuracy, timely completion and coordination of all deliverables prepared under this Agreement. Consultant shall, without additional compensation, correct or revise any errors or omissions in such deliverables. The Port's approval of deliverables shall not relieve Consultant of responsibility for the adequacy or accuracy thereof. The Consultant shall remain liable for damages and costs incurred by the Port to the extent arising from the Consultant's errors, omissions or negligent performance of services furnished under this Agreement.

16. Competitive Specification

This Agreement ☒ Does ☐ Does not require development of plans or specifications. If required, the following paragraph shall apply:

Consultant shall provide for the maximum use of materials, equipment, construction methods and products that are readily available through competitive procurement, or through standard or proven production techniques.

Consultant shall not produce a design or specification which would be restrictive or written in a manner as to contain proprietary requirements other than those based on performance, unless such requirements are necessary to demonstrate a specific outcome or to provide for necessary interchangeability of parts and equipment. Consultant shall justify in writing the use of any sole source. Where brand names are identified, they shall be followed by the salient product performance characteristics and the words "or approved equal" so that comparable quality or utility may be determined.

17. Time

Time is of the essence in the performance by the Consultant of the services required by this Agreement. The Consultant shall complete its services within the milestones set forth in the project schedule. The Consultant shall also address issues which may result in completion beyond the established schedule or budget.

18. Assignability

Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement to any party without prior written consent of the Port.

19. Term of this Agreement

The effective dates of this Agreement are as specified. This Agreement may be terminated by the Port for cause when the Port deems continuation to be detrimental to its interests or for failure of the consultant to perform the services specified in the Agreement. The Port may terminate this Agreement at any time for government convenience in which case it shall provide notice to the Consultant and reimburse the Consultant for its costs and fees incurred prior to the notice of termination. The provisions and warranties contained in this Agreement that by their sense and context are

intended to survive the completion of performance or termination of this Agreement shall so survive. All indemnities provided in this Agreement shall survive the expiration or any earlier termination of this Agreement.

20. Disputes

If a dispute arises relating to this Agreement and cannot be settled through direct discussions, the parties agree to endeavor to settle the dispute through a mediation firm acceptable to both parties, the cost of which shall be divided equally. The Port reserves the right to join any dispute under this Agreement with any other claim in litigation or other dispute resolution forum, and the Consultant agrees to such joinder, so that all disputes related to the project may be consolidated and resolved in one forum. Venue for any litigation shall be the Clallam County Superior Court of the state of Washington and the prevailing party shall be entitled to recover its costs and reasonable attorney fees.

21. Extent of Agreement

This Agreement represents the entire and integrated understanding between the Port and Consultant and may be amended only by written instrument signed by both the Port and Consultant.

22. Order of Precedence

The provisions of this Agreement are complimentary and shall be interpreted to give effect to all of its provisions. Any inconsistency in this Agreement shall be resolved in the following order of precedence:

- 1) Professional Services Agreement including Terms and Conditions, as modified by the latest amendment.
- 2) Attachment A, Scope of Work, as modified by the latest amendment.
- 3) Attachment B, Schedule of Fees, as modified by the latest amendment.
- 4) Attachment C, Lobbying Certificate
- 5) Attachment D, Certification Regarding Debarment
- 6) [Attachment E, EDA Standard Terms and Conditions for Construction Projects – Dropbox Link for this RFQ](#)
- 7) Remaining attachments to the Professional Services Agreement:

AGREED

This agreement is expressly conditioned upon the Terms and Conditions and any Attachments attached and by reference incorporated herein. Consultant acknowledges reading this Agreement, understands it and agrees to be bound by its Terms and Conditions.

PORT OF PORT ANGELES

By: _____
Geoff James

Title: Executive Director

Date: _____

By: _____

Title: _____

Date: _____

Standard Consultant Agreement

ATTACHMENT C - LOBBYING CERTIFICATE

The undersigned certifies to the best of its knowledge or belief that:

(1) 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.

(2) 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, [as amended by “Government wide Guidance for New Restrictions on Lobbying,” 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this 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 subrecipients 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 Section 1352, title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. Section 1352 (c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to amend a required certification or disclosure form shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Consultant certifies or affirms that 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. A 3801, *et seq.*, apply to this certification and disclosure, if any.

(Type or Print Company Name)

By: _____

(Signature)

(Title)

Print Name: _____

NOTE: CONSULTANTS ARE REQUIRED, PURSUANT TO FEDERAL LAW, TO INCLUDE THE ABOVE LANGUAGE IN SUBCONTRACTS OVER \$100,000, AND TO OBTAIN THIS CERTIFICATE FROM EACH SUBCONTRACTOR BEING PAID \$100,000 OR MORE UNDER THIS CONTRACT.

END OF FORM

ATTACHMENT D
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT AND
OTHER RESPONSIBILITY MATTERS

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i)The Offeror and/or any of its Principals-

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; Are ☐ are not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(B)Are ☐ not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a) (1)(i)(B) of this provision.

(ii)The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by a Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager, head of subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Port if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of charged circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Port may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Port may terminate the contract resulting from this solicitation for default.

I certify under penalty of perjury that the above statements are true.

Name

Date