

6100 Southport  
Road, Portage,  
Indiana 46368  
www.nirpc.org

Phone: (219) 763-6060



# Northwestern Indiana Regional Planning Commission

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## REQUEST FOR QUALIFICATIONS (RFQ 17-04.01)

### Supply and Deliver Live Native Indiana Trees

Available in alternate formats, upon request.

# REQUEST FOR QUALIFICATIONS: Supply and Deliver Live Native Indiana Trees

**Description:** Supply and Deliver Live Native Indiana Trees

**Date Issued:** Friday, March 17, 2017

**Issued by:** Northwestern Indiana Regional Planning Commission (NIRPC)  
6100 Southport Road, Portage, Indiana 46368-6409  
Phone: (219) 763-6060  
Fax: (219) 762-1653  
[www.nirpc.org](http://www.nirpc.org)

**Submit to:** Lisa Todd, Procurement Coordinator [ltodd@nirpc.org](mailto:ltodd@nirpc.org)

**Contact:** Lisa Todd, Procurement Coordinator

**Alternative Formats:** For information on alternative formats of this document contact Lisa Todd at NIRPC at 219-763-6060. TTY users may access the Relay Indiana service by dialing 711 or 1-800-743-3333

**RFQ Submittal Deadline:** Friday, March 31, 2017, at 12:00 (noon), delivered to the NIRPC office.

# REQUEST FOR QUALIFICATIONS: Supply and Deliver Live Native Indiana Trees

## 1. Proposal Number: RFQ – 17-04.01

The Northwestern Indiana Regional Planning Commission (NIRPC) is pleased to present this Request for Qualifications (RFQ) to prospective entities or groups of entities (the “Responders”) interested in providing a Statement of Qualifications (SOQ) to enter into an arrangement to provide the Required Project Services (the “Project”).

## 2. General Description: Supply and Deliver Live Native Indiana Trees

In northwest Indiana, there is a critical need to address tree canopy lost due to the emerald ash borer insect (EAB). An opportunity exists for NIRPC and partners to implement a program that provides live native Indiana trees to qualifying municipalities, counties, and non-profits located within the Northwest Indiana Lake Michigan Watershed to plant approximately 700 trees to mitigate tree canopy loss from emerald ash borer in connection with the Northwest Indiana Regional Urban Forestry EAB Recovery Program. NIRPC estimates a minimum of four program qualifying applicants will be selected and the locations specific to those selected applicants will determine the areas for planting approximately 700 trees. These trees will be selected in consultation with technical team members such as Indiana Department of Natural Resources and U.S. Forest Service to ensure the right trees are planted in the right places, and to ensure regional project goals are met.

NIRPC is accepting Statements of Qualifications from nurseries to supply and deliver live native Indiana trees. The scope of this project is the ability of qualified nursery/nurseries to supply and deliver live native Indiana trees (as listed in Marion Jackson’s book *101 Trees of Indiana*), which must comply with the “Specifications for Plant Materials” in item # 23, to the location specified in item # 24. Three separate plantings are proposed for the following time frames: Spring of 2017, Fall of 2017, and Spring of 2018. Therefore, the Responder will need to supply and deliver at a minimum three separate orders of live trees through the end of the Project, which is slated for spring, 2018.

## 3. RFQ SCHEDULE

Release date:	Friday, March 17, 2017
Deadline for inquiries:	Friday, March 24, 2017, at 12:00 (noon) CST
Deadline for submittals:	Friday, March 31, 2017 at 12:00 (noon) CST
Issue Approved responder status:	Tuesday, April 11, 2017

## 5. Definitions

**Response(s):** Response(s) may refer to a quote, proposal, sealed response, or set of qualifications that is to be submitted by the Responder.

**Responder:** Responder shall refer to a firm, agency, agent, company, organization, vendor, or person submitting a Response(s) to NIRPC.

**Contract:** Refers to an agreement between the Responder and NIRPC in which a set of terms and conditions and a scope of work are agreed upon after evaluations have determined a competitive Responder.

**The Commission/NIRPC:** The terms The Commission and NIRPC are used interchangeably and refer to the Northwestern Indiana Regional Planning Commission.

**Solicitation:** Refers to this document.

## 4. Inquiries

Any questions related to this solicitation shall be directed to the contact whose name appears here in this document. The Responder shall not contact or ask questions of the department or agency for which the services are being procured. Questions shall be submitted in writing or by email to Lisa Todd, Procurement Coordinator at [ltodd@nirpc.org](mailto:ltodd@nirpc.org). Any correspondence related to the solicitation should refer to the appropriate solicitation number, page, and paragraph number. Oral interpretations or clarifications will be without legal effect. Only questions answered by formal written solicitation amendment will be binding. All questions and answers will be shared with the mail/e-mail list and posted on the NIRPC website ([www.nirpc.org](http://www.nirpc.org)).

It is the interested party's responsibility to contact the individual whose name appears here in this document and be added to the mail/e-mail list. If the interested party is not on that mail/e-mail list, they will not be sent any addendums, questions, answers, etc. This can be done by submitting an email to [ltodd@nirpc.org](mailto:ltodd@nirpc.org) with the subject line: RFQ 17-04.01 – Add Vendor to List

If you want addendums, questions, answers to questions, and/or etc., follow these instructions.

All questions and clarification are due by Friday, March 24, 2017, at 12:00 (noon) CST with the subject line: RFQ 17-04.01 Supply and Deliver Live Native Indiana Trees.

## 5. Instructions for Submittal

Responders must include the following information in the order outlined below in their submission. If there are items that are not covered below use your own discretion and add those items on a separate page. The Response must include and are to be evaluated on the basis of:

1. Name of Responder;
2. Full address of Responder's principal office;
3. Responder's telephone number;
4. Name(s) telephone number(s) fax number(s) and addresses if different from above, of primary contact(s) in the Responder's agency with responsibility for responding to this solicitation and to whom matters regarding this solicitation should be directed;
5. Brief description of Responder agency including agency's proximity to the delivery location;
6. A one page narrative as to the Responder's interest, particular abilities and qualifications related to this project;
7. Statement of Experience and Demonstrated success. Explain the background of the Responder agency and its principals. Describe relevant nursery experience, including similar experience with other public agencies or not-for-profit organizations;

8. A detailed description of resources committed to supplying trees to NIRPC's designated delivery location. Provide resumes and detailed information regarding the experience for the principal nursery personnel to be assigned to the project. Also, describe all other staff resources that may be assigned to this effort;
9. References. Provide complete contact information for at least three prior clients preferably public agencies or not-for-profit organizations which the nursery has worked with on similar assignments within the past three years;
10. A detailed timeline that shows the ability of the Responder agency to meet the proposed timeline;
11. Copies of relevant certifications and qualifications;

Five (5) printed copies of the Response(s) need to be submitted for review along with an electronic copy on a thumb drive (Only one thumb drive is required) of the entire Response(s) in sealed envelopes marked on the outside as follows: RFQ 17-04.01 Supply and Deliver Live Native Indiana Trees.

## **8. Response Evaluation**

Response(s) will be subject to an initial review by the Procurement Coordinator. Interested Responders shall be deemed responsive if they conform to the essential requirements of this document which includes the specifications, terms, and conditions to be met.

All submitted Response(s) will then be reviewed by a committee and a short list of responses scoring highest on the criteria (through the application of the evaluation criteria) will be developed. Where there are apparent deficiencies, ambiguities and uncertainties present in the Response(s), a committee may engage in discussions, in the manner most appropriate (either via writing or verbally), with interested Responders for the sole purpose of addressing these deficiencies, ambiguities, and uncertainties.

Notwithstanding the above, NIRPC reserves the right to select a Responder based on the original submission of the Responses, without negotiations with any Responders or without oral presentations.

## **9. Evaluation Criteria**

A Responder who exhibits excellent qualifications will be selected for the short list. The following criteria will be used in evaluating responsive Response(s) submitted in response to this Solicitation. The relative importance is shown in ascending order:

- 40 Points - Demonstrated success with plant material specifications
- 35 Points - Statement of experience
- 15 Points - Overall understanding of the proposed project scope
- 10 Points - Expected order turn-around time
- 100 Points - Total Possible Points

## 10. Deadline

All Response(s) must be received at NIRPC by **Friday, March 31, 2017, at 12:00 (noon) CST**. No Response(s) will be accepted after this time and date. NIRPC reserves the right to reject any or all Response(s) received for any reason.

## 11. Contact

Lisa Todd, Procurement Coordinator

Northwestern Indiana Regional Planning Commission

6100 Southport Road

Portage IN 46368

P: 219-763-6060 ext. 161

F: 219-762-1653

[ltodd@nirpc.org](mailto:ltodd@nirpc.org)

## 12. Right of Rejection

NIRPC reserves the right to postpone the closing/opening date for its own convenience and to reject any or all Response(s) for any reason.

## 13. Responder Responsibility

The Responder shall have the responsibility of satisfying all parts of this RFQ. It is the desire of NIRPC to procure goods and services of the finest quality. No advantage shall be taken by the Responder in the omission of any part of detail that would be necessary to fully satisfy all work required in this solicitation.

## 14. Familiarization of Scope of Work

It is the responsibility of each Responder to familiarize itself with and understand the Scope of Work and other factors affecting the performance of work.

## 15. Responsiveness

NIRPC shall short list only responsible Responders who possess the potential to perform successfully under the scope of work of this RFQ. If information obtained by NIRPC clearly indicates that the Responder is not responsive and NIRPC has doubts about the productive capability of a Responder that cannot be resolved affirmatively, a determination that the Responder is non-responsive shall be rendered.

## 16. Eligibility

Responders must not be on the U.S. Comptroller General's list of ineligible firms. The successful Responder will be required to comply with all applicable Equal Employment Opportunity laws and regulations.

## 17. Procurement Overview

NIRPC is requesting Statement of Qualifications under the terms, conditions, and specifications contained in this solicitation. NIRPC will use a two-step process to select the successful Nursery. This RFQ represents the first

step in the process. NIRPC will evaluate the Statement of Qualifications received in response to this RFQ and intends, but is not bound, to short-list qualified responders (each, a "Short-listed Responder") in accordance with the procedures and evaluation criteria described in this RFQ and the guidelines.

NIRPC intends but is not bound, to invite the Short-listed Responders to submit quotes in response to a Request for Quotes and select the Short-listed Responders in accordance with the criteria and procedures set forth in the Request for Quotes. The Request for Quotes is the second step in the selection process and will include the applicable Instructions to Responders. NIRPC expects to Short-list Responders in the second quarter of 2017 with Quotes due in the second quarter of 2017 and issuance of the notice to proceed in the second quarter of 2017.

All agencies responding to this RFQ (each a "Responder") are subject to instructions communicated herein and are cautioned to completely review the entire RFQ and follow instructions carefully. Addenda that may become necessary during the RFQ process (each, an "Addendum") will be posted to NIRPC's Website, and each such Addendum will become a material part of this RFQ as though set forth herein. Responders who fail to respond to this RFQ or who are not short-listed cannot participate in the Request for Quotes process and are ineligible for award of the Project.

Each Responder shall be fully and totally responsible for the accuracy and completeness of its RFQ submission and, if selected pursuant to the Request for Quotes, for all work performed, and shall hold NIRPC harmless and be fully liable for any additional costs and all claims against NIRPC which may arise due to errors, omissions, and negligence of such Responder or its subcontractors in performing the work.

This RFQ does not commit or bind NIRPC to proceed with the procurement described herein. NIRPC assumes no obligations, responsibilities, and liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response to or responding to this RFQ, or any subsequent Request for Quotes. All such costs shall be borne solely by each Responder.

NIRPC anticipates that this solicitation will result in a purchase from the responsible Responder(s) whose Statement of Qualifications is responsive to this solicitation.

## **18. NIRPC Information**

NIRPC is a multi-purpose, sub-state, area-wide planning agency representing local government within Lake, Porter, and LaPorte counties in Indiana. It is governed by a board of fifty-three commissioners, all of whom must be elected officials. The 1,520 square mile planning area has a population of 771,815 according to the 2010 decennial census.

NIRPC provides a wide range of services to communities and organizations within its planning area. These include the dissemination of technical data, the maintenance of planning certifications qualifying the region for state and federal aid, the conduct and undertaking of planning and development studies relating to transportation, the environment and community, economic development, and the general provision of staff services to assist local governments. NIRPC is the designated metropolitan planning organization (MPO) for transportation planning in northwestern Indiana.

## 19. Scope of Work: Purpose

For qualified nursery/nurseries to supply and deliver live native Indiana trees that comply with the specifications for plant materials to a specified location during specified planting periods through June 2018 to help restore the tree canopy in northwest Indiana that was lost due to the emerald ash borer insect.

## 20. Scope of Work: Project Scope

In northwest Indiana, there is a critical need to address tree canopy lost due to the emerald ash borer insect. The scope of this project is the ability of qualified nursery/nurseries to supply and deliver live native Indiana trees (as listed in Marion Jackson's book *101 Trees of Indiana*) which must comply with the "Specifications for Plant Materials" in item # 23 to the location specified in item #24 at specified planting periods, which will be determined through a subsequent Request for Quotes.

## 21. Scope of Work: Specifications for Plant Materials

### A. Substitutions:

Substitutions shall not be permitted unless authorized by NIRPC. If proof is submitted that any plant specified is not obtainable, a written proposal shall be considered for use of nearest equivalent size or variety with an equitable adjustment of Contract Price. Such proof shall be submitted in writing and shall be subject to verification by NIRPC. NIRPC is under no obligation to accept any proposed substitutions.

### B. Measurements:

All plants shall be measured before pruning when their branches are in their normal position. Any height and spread dimensions specified refer to the main body of the plant and not from root tip to top. Caliper measurements shall be taken at a point on the trunk six (6) inches above the natural ground line for trees up to and including four (4) inches in caliper, and twelve (12) inches above the natural ground line for trees over four (4) inches in caliper. The natural ground line shall be level and the trunk flare shall be visible. If a size range is specified, no plants shall be less than the minimum size, and no plants shall be as large as the maximum size specified. Plants that meet the measurements specified, but do not possess a normal balance between height and spread, shall be rejected.

### C. Planting Stock:

All tree and shrub stock shall conform to container size and type, caliper and/or height requirements specified in the Request for Quotes. Plants shall conform to the most recent version of the American Standard for Nursery Stock ANSI Z60.1 (American Nursery and Landscape Association, Washington D.C.) when not superseded by specifications herein. Any deviations must be approved prior to shipment in writing from NIRPC.

All stock shall conform to one of the growing methods described below, depending on what size and type are being requested. Refer to the Whitcomb System for more information ([www.rootmaker.com](http://www.rootmaker.com)). **\*To ensure that all material is grown in the required container and methodology, all material shall be delivered in the pots that plants are grown within, i.e. vendors shall not transfer plants to other containers prior to delivery.\***



1. Container-grown Larger Stock:

Trees of 1-3" caliper may be requested. Container-grown 1" stock shall be supplied in smooth sided plastic pots or in RootTrapper containers only. The minimum size of the container shall be 7 gallons, RTII10. Larger size containers will be accepted. Stock larger than 1" caliper shall be grown in 15-Gallon containers (RTII15) or larger unless otherwise specified.

2. Field-grown Larger Stock:

\*NIRPC is NOT accepting Field-grown Stock for this bid; only container grown stock will be considered\*

Tree and shrub stock shall be of a size and structure as considered reasonable and normal for that particular size or caliper designation. Specifications for 1" stock or larger are as follows, if the larger stock is requested, additional specifications will accompany the bid document:

**1" Stock:**

- 1" stock shall not be less than 1" in diameter and shall not be larger than 1.25" in diameter.
- 1" stock shall be a minimum of 4.5 feet in height.
- Root flare, also known as root collar, shall be visible above the soil surface, or easily detectable within 1" of the soil media, for all species regardless of size.

The stock may be rejected if the root system does not fill the container. Conversely, the root mass shall not be excessively "root-bound" or contain excessive circular growth of roots.

D. Character, Appearance, and Quality:

Plants shall be true to genus and species and shall have a normal habit of growth. They shall be sound, healthy and vigorous, well branched and densely foliated when in leaf. They shall be free of disease, insect pests, eggs, or larvae, and shall have healthy, well-developed root systems. They shall be free from physical damage or adverse conditions that would prevent thriving with the specified result. All trees shall have straight trunks and all old abrasions completely calloused over. Cut branches over 0.75 inches in diameter must be completely healed/calloused over. Any tree exhibiting cut branches that have not completely healed/calloused over will be rejected. They shall be free of objectionable disfigurements. Undergrown, overgrown, or root-bound plants shall be rejected. Any tree/shrub may be rejected if a fibrous root system does not fill the container. **Any tree/shrub will be rejected if structural roots encircle the container.**

E. Inspection:

NIRPC reserves the right to inspect and approve plant material for quality, size, and variety at the place of growth, prior to delivery to the site. The Contractor shall provide NIRPC with the opportunity to inspect all plant material before purchasing. Rejected plants shall be removed from the site immediately and replaced with the acceptable material at Contractor's expense. All plants shall comply with current federal, state, and county laws and quarantines requiring inspection for plant diseases and pest infestations. Certificate of Inspection shall be furnished as may be required by Federal, State, County, or other authorities, to accompany shipments.

F. Plant Hardiness/Provenance/Propagation:

All plants shall be grown under climate conditions similar to those in the locality of the project. The Contractor shall, upon request, supply a list of plant material sources, with the name, address and phone number of the grower. If the Contractor has any questions of suitability, (s)he shall contact NIRPC prior to submitting a bid. It shall be assumed by NIRPC that all plant material was propagated from seed. If the material to be supplied was propagated from cuttings or other methods, the Contractor must specify the alternative propagation method on the bid document in the "Notes" column.

G. Guarantee for Growth and Quality

Unless otherwise specified, Contractor shall guarantee all plant material until acceptance by NIRPC upon delivery. Unacceptable plant material will be rejected and replaced at no additional cost to NIRPC.

District crews install and inspect tree and shrub materials per the same specifications that are required of contracted installations. These specifications are available on request.

1. During the guarantee period, upon written notice from NIRPC, and field inspection by the Contractor and NIRPC, Contractor shall promptly replace any trees or shrubs that are unacceptable at no additional cost to NIRPC.
2. Plant material, which upon inspection is found to be alive but not possessing the character and/or quality as originally specified, shall be replaced by the Contractor at no additional cost to NIRPC.
3. NIRPC shall provide adequate watering to assure the viability of the replacement plantings during the replacement period.
4. All replacement plant material shall meet or exceed the standards set forth in this Contract for the original plantings in size and quality. If mutually agreed upon and approved by NIRPC, replacement plantings of size and quantity differing from the original plant material may satisfy this Guarantee for Growth.
5. Replacement plant material shall be supplied and/or installed upon the first opportunity to do so with respect to season, weather, and availability.

H. Digging and Handling

No plants, other than samples, shall be dug or delivered to the project until inspections have been made or the plants or samples approved, or until NIRPC has authorized delivery. Said authorization shall not relieve the Contractor from inspections or rejections of materials by NIRPC at a later date. Handle plants so that roots, stems, and branches are adequately protected at all times from drying and other injury. Any plants showing results of desiccation due to any cause such as digging, transporting, handling or planting practice shall be rejected. No plant shall be bound with wire or rope at any time. Plants shall be lifted and handled without causing damage to the plants. Protect plants at all times from sun or drying winds.

NIRPC shall approve the location for plant delivery.

I. Communications

It shall be the Contractor's responsibility to communicate all important project issues and questions with NIRPC's Project Manager.

J. Delivery Schedule

The Contractor shall coordinate with NIRPC, to develop a mutually agreeable approximate delivery schedule and delivery locations. The Contractor shall contact NIRPC's Delivery Coordinator, via phone 24 hours prior to each delivery with an approximate arrival time. Should these conditions not be met, the District may reject the delivery and re-delivery shall be arranged by the Contractor at the Contractor's expense.

K. Project Manager

The Project Manager shall serve as NIRPC's representative and shall be the Vendor's primary contact.

Joe Exl  
jexl@nirpc.org  
(219) 763-6060 x137

L. Delivery Coordinator.

Deliveries shall be coordinated with (unless another Delivery Coordinator is appointed):

Andrea Nichols  
anichols1@arbormetrics.com  
(219) 816-1926

## 22. Scope of Work: Delivery Location

Specified quantity and species of trees must be delivered to the NIPSCO Tree Yard.

1. Location Address:  
NIPSCO Tree Yard Located at:  
LaPorte County Nursery  
7657 West State Road 2  
LaPorte, IN 46350

## 23. Exhibits

Exhibit A – List of Native Trees of Indiana

# Exhibit A – Native Trees of Indiana



## NATIVE TREES OF INDIANA

- |                              |                      |                              |
|------------------------------|----------------------|------------------------------|
| Ash-don't plant at this time | Cockspur-thorn       | Osage-orange                 |
| Black                        | Dotted               | Pawpaw                       |
| Blue                         | Downy                | Pecan                        |
| Green (Red)                  | Green                | Persimmon                    |
| Pumpkin                      | Hemlock, eastern     | Plum                         |
| White                        | Hickory              | American wild                |
| Aspen                        | Bitternut            | <u>Hortulan</u> (Wild goose) |
| Big-toothed                  | <u>Mockernut</u>     | Canada-plum                  |
| Quaking                      | Pale (Sand)          | Pin-cherry                   |
| Basswood, American           | Pignut               | Pine                         |
| Beech, American              | Red                  | Eastern white                |
| Birch                        | Shagbark             | Jack                         |
| Gray                         | Shellbark            | Virginia                     |
| Paper                        | Honey-locust         | Redbud, eastern              |
| River                        | Hop-hornbeam         | Mulberry, red                |
| Yellow                       | Hornbeam, Blue beech | Sassafras                    |
| Black gum (sour, tupelo)     | Locust, black        | Serviceberry                 |
| Buckeye                      | Magnolia             | Downy                        |
| Ohio                         | Cucumber-tree        | Smooth                       |
| Yellow                       | Umbrella-tree        | Sourwood                     |
| Butternut                    | Maple                | Staghorn-sumac               |
| Catalpa, northern            | Black                | Sweet gum                    |
| Cedar                        | Boxelder             | Sycamore, American           |
| Eastern red                  | Red                  | Tamarack                     |
| Northern white               | Silver               | Tulip-tree                   |
| Cherry                       | Sugar                | Walnut, Black                |
| Black                        | Mulberry, red        | Water-locust                 |
| Chestnut, American           | Oak                  | Willow                       |
| <u>Coffeetree</u> , Kentucky | Black                | Black                        |
| Cottonwood                   | Blackjack            | Peach                        |
| Eastern                      | Bur                  | Yellow-wood                  |
| Swamp                        | <u>Cherrybark</u>    |                              |
| Crabapple                    | <u>Chinkapin</u>     |                              |
| Sweet, American              | Deam                 |                              |
| Prairie                      | Northern pin         |                              |
| Cypress, bald                | Northern red         |                              |
| Dogwood, flowering           | <u>Overcup</u>       |                              |
| Elm                          | Pin                  |                              |
| American                     | Post                 |                              |
| Rock                         | Rock chestnut        |                              |
| Slippery (Red)               | Scarlet              |                              |
| Winged                       | Shingle              |                              |
| Hackberry                    | <u>Shumard</u>       |                              |
| Southern hackberry           | Southern red         |                              |
|                              | Swamp chestnut       |                              |
| Northern hackberry           |                      |                              |
| Hawthorn                     | Swamp white          |                              |
|                              | White                |                              |

Sources  
f01 Trees of Indiana: A Field Guide;  
 Marion T. Jackson; 2004; Indiana University Press  
Trees of Indiana. 1 Charles Deam  
For more information,  
Indiana Department of Natural Resources  
Community & Urban Forestry  
 317-591-1170  
urbanforestry@dnr.in.gov

**NON-COLLUSION AFFIDAVIT**

The undersigned Responder, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him/her, entered into any combination, collusion or agreement with any person from responding not to induce anyone to refrain from responding, and that this response is made without reference to any other response and without any agreement, understanding or combination with any other person in reference to such responding. He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

\_\_\_\_\_  
Responder

\_\_\_\_\_  
Signature of Responder

**GOVERNMENT-WIDE DEBARMENT AND SUSPENSION  
(NONPROCUREMENT):**

49 CFR Part 29 - Executive Order 12549

**Instructions for Certification**

1. **By signing and submitting this response or proposal, the prospective lower tier participant is providing the signed certification set out below.**
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, NIRPC may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to NIRPC if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact NIRPC for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by NIRPC.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, NIRPC may pursue available remedies including suspension and/or debarment.

**"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction"**

- (1) The prospective lower tier participant certifies, by submission of this response or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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

\_\_\_\_\_ Name and Title of Responder's Authorized Official

\_\_\_\_\_ Date

END OF DOCUMENT