

REQUEST FOR PROPOSALS

January 2021

Kitsap Public Health District
Pollution Identification and Correction Program

For

Analytical Laboratory Services for
Environmental Water Samples

RESPONSE DEADLINE FOR SEALED BID PROPOSALS:

January 25, 2021 @ 1:00 p.m.

DATE THAT SEALED BID PROPOSALS WILL BE PUBLICLY OPENED:

January 25, 2021 @ 1:30 p.m.

1.0 PROJECT DESCRIPTION

The Kitsap Public Health District (KPHD) Water Pollution Identification and Correction Program is requesting proposals from Washington State Department of Ecology accredited laboratories, in close proximity to Kitsap County, for analytical laboratory services for environmental water samples collected by KPHD.

2.0 GENERAL INFORMATION

KPHD works cooperatively with the Kitsap County Storm Water Division through an interlocal agreement to monitor surface water quality and conduct fecal pollution identification and correction projects in Kitsap County. The purpose of KPHD monitoring is to protect public health from water-borne contaminants.

KPHD staff collect up to **80** fresh and marine water samples per day, and/or up to approximately 3,500 water samples per year. Most water sample collection events are scheduled in advance, but occasionally KPHD has the need to conduct unscheduled, emergency-type sampling events to protect public health or to sample during specific types of weather events. Fecal coliform, E. coli, and Enterococcus are the sample parameters requested for analysis most often, but other parameters such as nitrate, phosphorous, turbidity, etc., are periodically requested.

KPHD strictly adheres to Department of Ecology and United States Environmental Protection Agency (EPA) standards and guidelines for sample quality assurance/quality control (QA/QC) including, but not limited to, collection, holding times, analyses, and reporting. Samples are generally collected during standard business hours but may occasionally be collected during

evenings or weekends. Samples are collected throughout the entire geographic area of Kitsap County, and are generally returned to the KPHD office at 345 6th Street, Suite 300, Bremerton, WA, 98337, for final laboratory preparation and chain-of-custody form completion before release to the contract laboratory.

Laboratories are required to furnish daily courier services for sample transport from KPHD to the laboratory, and to transport new sample containers to KPHD, during the regular business week.

KPHD uses electronic data transmittal and reporting for ease of data management, and prompt reporting, to KPHD desktop computers or field locations via mobile phones.

3.0 CONTRACT TERM

Any and all laboratory services awarded through this solicitation shall commence on February 1, 2021, and occur through February 29, 2024.

4.0 SCOPE OF WORK

The awarded contract laboratory's responsibilities shall include:

1. **Projected Sample Parameters and Required Analytical Methods:** Table 1 contains the list of parameters that the contract laboratory shall be accredited to analyze, and the analytical methods required for each parameter. Other parameters or analytical methods may be desired by KPHD during the contract term, and the awarded contract laboratory will be given the option of first refusal for such requests when/if the need arises.
2. **Annual Sample Analysis Capacity:** See Table 1 for an estimate of annual sample analysis needs, by parameter, for KPHD during the contract term. Although these estimates are anticipated to be on the upper end of the sample number range, additional samples may be requested as needed. The awarded contract laboratory will be given the option of first refusal for sample numbers over and above the estimates in Table 1.
3. **Desired Detection Limits:** The awarded contract laboratory shall have the capability to measure parameters at, or below, the analytical requirements listed in Table 1.
4. **Quality Assurance/Quality Control:** The contract laboratory is required to provide lab ware and analyses for sample field replicates, method blanks, surrogates and other appropriate quality control analyses and documentation as required by the desired analytical method or as requested by KPHD. Quality control checks shall be conducted at a rate of at least 10 to 20 percent of the total number of samples collected and should be run at the rate of approximately one per batch of samples; a batch is considered to be 20 samples or less for a given calendar day. Contract laboratory shall participate in the review and comment of draft Quality Assurance Project Plans developed by KPHD. The contract laboratory shall follow the QA/QC requirements specified in Table 1 or as specified in the

approved Quality Assurance Project Plans. KPHD will provide the awarded contract laboratory with a Chain of Custody form to be used for all KPHD sample analyses.

5. **Supplies and Materials:** The awarded contract laboratory shall provide all the appropriate sample vessels, preservation chemicals, etc., for all required parameters and analytical methods shown in **Table 1**. For bacteriological analysis, we currently use Micro Tech Scientific 120 ml polystyrene (without sodium thiosulfate) containers with paper tamper seal vessels. Sample vessels will be delivered to the KPHD office by the contract laboratory-supplied sample courier as specified in **Item 8** of this Scope of Work. Contract laboratory shall provide all other required supplies and materials for all sample analyses.
6. **Sample Schedule:** The awarded contract laboratory will be provided with online access to the KPHD monitoring/sampling schedule. KPHD will strive to provide at least 24 hours' notice of schedule changes, whenever possible, that would result in additional samples to be analyzed by the contract laboratory. KPHD will strive to provide as much notice as possible for cancellations or reductions in sample events/number of samples (i.e., fewer samples delivered to the laboratory). KPHD will not be subject to additional fees charged by the contract laboratory for sample schedule changes.
7. **Sample Analysis Turnaround Time:** KPHD requires either 3:30 pm next day, 48-hour, or 96-hour turnaround time on bacteriological sample results. In summer months, E. coli and Enterococcus samples are collected at Kitsap County swimming beaches to assess swimming safety, and results for these samples are needed by 3:30pm next day. Turnaround time starts at receipt of samples at the selected laboratory, or pick-up by the laboratory-supplied sample courier. Turnaround time requirements are shown in **Table 2**.
8. **Laboratory-Supplied Sample Courier Requirements:** The awarded contract laboratory shall provide daily sample courier services during the regular business week, at no additional charge, to KPHD. See **Table 3** for required sample courier collection days and times.
9. **Data Reporting:** KPHD will provide the awarded contract laboratory with a Chain-of-Custody Form. The Chain of Custody form shall serve as the final data report for bacteria and ammonia samples. Original Chain-of-Custody forms are to be mailed or delivered to KPHD at least twice per month. For all other parameters, the awarded contract laboratory shall work with KPHD to develop a data report form for KPHD approval.

When requested by KPHD, the laboratory will send sample results to the email address or FAX number of the staff member listed on the Chain of Custody form within the turnaround times specified above. Beach samples (marine or lake) are emailed to a "beach" distribution group, as provided by the Health District. In addition to emailing the chains of custody with sample results, KPHD requires that some sample results be provided in electronic format suitable for download into our water quality database.

10. **Special Sampling Needs:** The awarded contract laboratory shall provide KPHD with an emergency contact person/contact phone number. The emergency laboratory contact person shall be available after hours and on weekends as needed to accommodate sample

acceptance and analysis for all samples collected in response to public and environmental health emergencies. KPHD will strive to provide a minimum of four (4) hours' notice for emergency sampling and analysis work.

11. **Plans, Documentation, and Compliance with Applicable Laws:** As a condition of the contract, Proposers shall demonstrate upon request how their facility is in compliance with applicable health and safety rules, and waste management and disposal rules.
12. **Billing Procedures:** The awarded contract laboratory shall provide KPHD with monthly invoices organized by the KPHD-supplied "billing code" identified on each Chain of Custody form. The contract laboratory shall include the original Chain of Custody form with each invoice. As discussed above in Item 9, Data Reporting, the Chain of Custody form serves as the data report for all bacteria and ammonia sample analysis results. For other parameters, the contract laboratory shall provide analytical results on the KPHD-approved data report form. With each invoice, the contract laboratory shall report the total number of samples by parameter analyzed during the monthly period, and a current year-to-date total of the number of samples for each parameter analyzed. This report will be organized by media analyzed (fresh, marine, lake), analysis performed, and billing code.

5.0 PROPOSER QUALIFICATIONS

1. Qualifying proposers shall be the current owner/manager of a Washington State Department of Ecology accredited laboratory under WAC 173-50, Accreditation of Environmental Laboratories.
2. Proposers shall demonstrate proof of current laboratory accreditation for all of the parameters listed in **Table 1** for environmental water samples.
3. Proposers shall demonstrate the laboratory's ability to handle the number of samples estimated in Table 1, and the ability to operate the laboratory after-hours and/or on weekends if requested by KPHD.

6.0 REQUEST FOR PROPOSALS PROCEDURE

Proposal procedures will be implemented in accordance with KPHD Policy A-23, Purchasing. To obtain a copy of Policy A-23, please contact Judy Holt, Support Services Manager, (360) 728-2252, or judy.holt@kitsappublichealth.org.

7.0 REQUIRED PROPOSAL ELEMENTS

Submitted written proposals must include the following information in a sealed envelope:

1. Letter of interest;
2. Phone and email contact information for the contract laboratory owner or manager;
3. Statement of Qualifications showing the Proposer's qualifications to perform the Scope of Work as shown in Section 4.0, and a copy of the contract laboratory's Certificate of Laboratory Accreditation from the Department of Ecology for the parameters and

analytical methods shown in Table 1. Thorough discussion is encouraged, and information provided should include:

- a. A description of the Proposer's company, including general expertise, work experience as related to this Request for Proposals, size (staff number and square footage of laboratory), facility improvements and amenities, and location;
 - b. A description of the services currently provided by the Proposer's laboratory and the Proposer's ability to fulfill the Scope of Work, emergency laboratory analyses, and courier services described in this offering;
 - c. A list of all environmental water laboratory analysis contracts currently held by the Proposer and contracts (including an annual workload summary for each contract) held within the last ten years;
4. Completed Proposer's Questionnaire Form (**Exhibit A**);
 5. A copy of the most recent Laboratory Accreditation audit performed by the Department of Ecology;
 6. Completed Form: Orders, Notices, or Citations brought against the Proposer within the past five (5) years (**Exhibit B**);
 7. Completed Suspension/Debarment Certificate (**Exhibit C**);
 8. A list of four (4) references (minimum) and their contact information;
 9. Written confirmation that the Proposer can meet all of the elements in Section 4.0, Scope of Work;
 10. Description of the manner in which the Annual Sample Analysis Capacity element of the Scope of Work will be met, and any experience the company has had with any similar jobs in size and scope;
 11. Description of the manner in which the Laboratory-Supplied Sample Courier Requirements element of the Scope of Work will be met;
 12. Description of the manner in which the Special Sampling Needs element of the Scope of Work will be met;
 13. Description of the manner in which the Sampling Analysis Turnaround Time element of the Scope of Work will be met;
 14. Description of the manner in which the Data Reporting element of the Scope of Work will be met;
 15. Description of the manner in which the Billing Procedures element of the Scope of Work will be met;
 16. A listing and description of any environmental or business awards won, or certifications earned, by the company (e.g., EnviroStars, etc.);
 17. A description of any sub-contracts or agreements that the Proposer's laboratory shall make in order to fulfill the Scope of Work; and
 18. Detailed cost information **per sample/per parameter** for the parameters listed in **Table 1**, Analytical Requirements, as it pertains to fulfilling all elements of the Scope of Work.

8.0 SELECTION PROCESS

All qualified proposals will be reviewed according to the criteria provided below:

1. Reliability, Service History, and Service Commitment (30 points) demonstrated in the proposal based on the proposal criteria. Special attention will be paid to laboratories with a strong history of flexibility, meeting deadlines, and a stellar accreditation history. Preference will be given to proposals that have a work history of and/or commitment to accept and analyze samples on short notice, during evening and weekend hours, without increasing analytical costs or adding extra charges for after-hours service, and a low rate of laboratory error. Additionally, proposals that include a proven history of providing courier services on time and on schedule, and providing electronic data reporting to multiple users are also preferred.
2. Sample Costs (30 points) per parameter/per sample, and total cost for the three-year contract period. The commitment, ability, and desire to provide simple, brief, clear, and concise billing invoices at a monthly frequency at the level of detail required by KPHD in the Scope of Work.
3. Location (20 points) with respect to KPHD office. Preference will be given to lab locations within 25 miles and 30 minutes travel time by vehicle from the Health District office in downtown Bremerton.
4. Qualifications (15 points) such as length of time as an accredited laboratory, strength of accreditation and quality assurance/quality control history, staff qualifications, and number of repeat or long-term customers. Preference will be given to laboratories that have obtained environmental and stewardship awards, or certifications, for worker health and safety and waste handling and disposal practices (e.g., EnviroStars, etc.). Preference will also be given to laboratories that are accredited to perform all the required analytical methods “in-house” (i.e., without subcontracting work to other laboratories).
5. Completeness and Clarity of Proposal (5 points) with respect to the Request for Proposals for Analytical Laboratory Services. Preference will be given to robust, specific, and explanative proposals.

9.0 SUBMITTAL GUIDELINES

To be considered for this Request for Proposals, one hardcopy and one electronic copy of the proposal in pdf format must be submitted by **1:00 PM, January 25, 2021**.

For each analysis listed in **Table 1**, the Laboratory shall specify a written price quotation for turnaround times specified in **Table 2**. If any of the required analytical services will need to be subcontracted to another accredited laboratory, indicate which parameters and analytical methods will be sent to the subcontracted laboratory, and provide the name of the laboratory, contact person, and accreditation documentation as specified in this proposal request.

Hardcopy proposals shall be enclosed in a sealed and marked envelope, and submitted by mail, to the following:

Kitsap Public Health District
ATTENTION: REQUEST FOR ANALYTICAL LABORATORY SERVICES
Purchasing Agent
345 6th Street, Suite 300
Bremerton, WA 98337-1866

Electronic copies shall be submitted to Judy Holt, Support Services Manager at judy.holt@kitsappublichealth.org.

To be considered, both electronic and hardcopy proposals must be received by **1:00 PM, January 25, 2021**. Proposals that are received after the response deadline, or not submitted in accordance with this announcement, will automatically be rejected and will not receive further consideration.

Proposers are solely responsible for all costs incurred in the development and submission of the response to this Request for Proposals, and any future expenses that may lead to execution of a contract and agreement with KPHD. All materials submitted become the property of KPHD.

KPHD reserves the following rights for acceptance, modification, and/or rejection of submitted proposals such as:

1. Rejection of any or all proposals.
2. Rejection of any proposals not in compliance with proposal requirements.
3. Providing addenda, amendments, supplementary material or other modifications to the proposal specifications.
4. Cancellation of the Request for Proposals without issuance of another Request for Proposals.
5. Issuance of subsequent requests for new proposals.
6. Determination to select one or more Proposers for negotiation of a final contract(s).
7. To waive any informality in any response and to delete certain items listed in the informal bid as set herein.
8. Decisions made by KPHD will be final.

Bids will be publicly opened and read aloud via electronic meeting (link to be made available to bidders) at **1:30 PM, January 25, 2021**.

10.0 CONTRACT TERMS AND CONDITIONS

If a contract is awarded through this Request for Proposals, the contract laboratory shall agree to the contract terms and conditions as shown in Exhibit D, Draft Contract.

11.0 TECHNICAL POINT OF CONTACT AT KPHD

For questions prior to submittal, please direct written inquiries to:

John Kiess, Environmental Health Director

Email: john.kiess@kitsappublichealth.org

Answers to all questions will be forwarded to all applicants.

**Table 1
Analytical Requirements**

Parameter⁴	Sample Matrix	Detection Limits	Range of Sample Values	Analytical Method	Estimated Annual Sample Quantity
Fecal Coliform Bacteria (FC)	Fresh & Marine Water	<2 cfu/100 ml	<1 - ≥200 (without dilution)	SM 9222 D, Membrane Filtration	1000
Fecal Coliform Bacteria (FC)	Fresh & Marine Water	<2 MPN/100 ml	<2 - ≥1600 (without dilution)	APHA Procedure 9221-E, MPN Fecal Coliform Direct Test (A-1 Medium)	50
E. Coli Bacteria (EC)	Fresh & Marine Water	1.0 MPN/100ml	1 - 2419 colonies/100ml (without dilution)	Iddex Colilert 18, APHA Procedure 9223 B, Chromogenic Substrate Coliform Test	3000
Enterococcus Bacteria (ENT)	Fresh & Marine Water	10 MPN/100ml	10 - 2419 colonies/100ml (without dilution)	Iddex Enterolert USEPA, 2001	750
Ammonia nitrogen	Fresh & Marine Water	0.02 mg/L	0.02 - 1.00 mg/L	SM 4500 NH ₃ G: Automated Phenate	75
Total Coliform (TC)	Potable Water	1.0 cfu / 100ml	1 - 2419 colonies/100ml (without dilution)	SM 9223 B	75
Nitrate & nitrite	Fresh & Marine Water	0.008 mg/L	0.01 - 3.5 mg/L	SM 4500 NO ₃ F:Automated Cadmium Reduction	50
Nitrite	Fresh & Marine Water	0.002 mg/L	0.01 - 3.5 mg/L	SM 4500 NO ₂ B /EPA 300.0	50
Total Kjeldahl Nitrogen	Fresh & Marine Water	0.100 mg/L	0.025 - 1 mg/L	EPA 351.2	50
Total Phosphorus	Fresh & Marine Water	0.002 mg/L	0.003 - 2.0 mg/L	SM 4500-P+F	50

Table 1
Analytical Requirements (Continued)

Analyte	Sample Matrix	Detection Limits	Range of Sample Values	Analytical Method	Estimated Annual Sample Quantity
Ortho-phosphate	Fresh & Marine Water	0.006 mg/L	0.01 - 1.5 mg/L	SM 4500-P-E, Automated Ascorbic Acid Reduction Method	50
Chlorophyll-a	Fresh & Marine Water	0.0001 mg/L	0.001 - 0.040 mg/L	SM 1810200H	20
Color	Fresh & Marine Water	5 PCU		SM 2120 B	20
Salinity	Fresh & Marine Water	0.1 ppt	0 - 10 ppt	SM 2520 B: Conductivity Method	50
Turbidity	Fresh & Marine Water	.02 NTU	0 - 1000 ntu	SM 2130 B Nephelometric Method	20

1. Laboratory must be able to process up to 80 bacteriological samples on a single day as needed. Could be all EC, all ENT or all FC, or a combination of all three.
2. Wet season is defined as October 1st through April 30th
3. Dry season is defined as May 1st through September 30th
4. Dilutions in addition to method requirements are sometimes requested by Health District staff for bacteriological analyses.

Table 2
Sample Turnaround Times

Sample Type	Required Turnaround Time
EC or ENT (Swimming Beach assessment)	3:30 pm next day
EC (other, including stream monitoring, shoreline surveys and PIC "Impact" events)	96 hours
FC (spills, complaints, or other time sensitive FC samples)	48 hours
Ammonia-Nitrogen	48 hours
All other parameters	Not to exceed 30 days

Table 3

Sample Courier and Acceptance Requirements

Pick-Up Location	Monday	Tuesday	Wednesday	Thursday	Friday
Government Center - 3rd Floor Hallway	No am pick up³	8:30am	8:30am	8:30am	8:30am
	4:30pm¹	4:30pm	4:30pm	4:30pm	4:30pm

1. Between May and September, BEACH enterococcus and Fecal Coliform samples will be picked up at 3:00pm, every Monday, to meet state sampling requirements. This is in addition to the regularly scheduled 4:30pm courier pickup.
2. The contract laboratory will accept samples at their office as late as **4:45pm**, Monday through Friday.
3. Saturday and Sunday sample collection may (at times) be necessary. Staff will give the Laboratory a minimum 5 day notice of weekend sampling. No more than 12 weekend sampling events will be conducted annually.
4. Laboratory will provide immediate analysis of environmental samples collected pursuant to public/environmental health emergencies.
5. Courier will update temperature log for refrigerator at Government Center during each visit.
6. Courier will not leave pick up locations earlier than the scheduled time.
7. All early morning samples (before 8:00am) will be delivered directly to contract laboratory or dropped off at Govt. Center in time for the 8:30am courier service
8. Health District staff will provide cell phone number on chain of custody so that contract laboratory can locate them if there are questions about the chain of custody or samples.
9. If Health District staff cannot be reached by cell phone, contract laboratory will call (360) 728-2235 to have a staff person located. If still no response, the laboratory will analyze the samples based on their best professional judgment.

EXHIBIT A. PROPOSER QUESTIONNAIRE FORM

INSTRUCTIONS: THIS IS A MANDATORY RESPONSE. Proposers must submit this form to the County with the Proposal. Please provide the requested information, then sign and date. If response is incomplete or the County requires further description, the County may request Proposer provide such information within a mandatory due date or may determine the missing information is immaterial to award. **IF PROPOSER ANSWERS “YES” TO ANY QUESTION, PROVIDE THE EXPLANATION FOR ALL “YES” ANSWERS ON A SEPARATE SHEET.**

Proposer Information	
Proposer’s Legal Name and d.b.a. if applicable:	
Mailing Address:	
Contact Person and Title:	
Contact Person’s Phone Number:	
Contact Person’s Fax Number:	
Contact Person’s E-Mail Address:	
State UBI Number:	
Federal TIN or EIN Number:	

Ownership	Yes or No If yes, explain.
Is your firm a subsidiary, parent, holding company, or affiliate of another firm?	

Financial Resources and Responsibility	Yes or No If yes, explain.
Within the previous 5 years has your firm been the debtor of a bankruptcy?	
Is your firm in the process of or in negotiations toward being sold?	
Within the previous 5 years has your firm been debarred from contracting with any local, state, or federal governmental agency?	
Within the previous 5 years has your firm been determined to be a non-responsible bidder or proposer for any government contract?	
Within the previous 5 years has a governmental or private entity terminated your firm’s contract prior to contract completion?	
Within the previous 5 years has your firm used any subcontractor to perform work on a government contract when that subcontractor had been debarred by a governmental agency?	

Disputes	Yes or No If yes, explain.
Within the previous 5 years has your firm been the defendant in court on a matter related to any of the following issues: <ul style="list-style-type: none"> • Payment to subcontractors? • Work performance on a contract? 	
Does your firm have outstanding judgments pending against it?	
Within the previous 5 years has your firm been assessed liquidated damages on a contract?	
Has your firm received notice of and/or in litigation about patent infringement for the product and/or service that your firm is offering to the County?	

Compliance	Yes or No If yes, explain.
Within the previous 5 years, has your firm or any of its owners, partners, or officers, been assessed penalties or found to have violated any laws, rules, or regulations enforced or administered by a government entity? This does not include owners of stock in your firm if your firm is a publicly traded corporation.	
If a license is required to perform the services sought by this solicitation, within the previous 5 years has your firm had a license suspended by a licensing agency or been found to have violated licensing laws?	
If Hazardous Materials are an element of the contract, has your firm had any violations of improper disposal of such materials or any violation of associated laws, rules or regulations in the previous 5 years?	

Business Integrity	Yes or No If yes, explain.
Is a governmental entity or public utility currently investigating your firm for false claims or material misrepresentations?	
Within the previous 5 years has a governmental entity or public utility determined your firm made a false claim or material misrepresentation?	
Within the previous 5 years has your firm or any of its owners or officers been convicted of a crime involving the bidding on a government contract, the awarding of a government contract, the performance of a government contract, or of a crime of fraud, theft, embezzlement, perjury, bribery? For this question, the term "owner" does not include those who own stock in a publicly traded corporation.	

The undersigned hereby certifies that:
The Proposer has read the County's solicitation and all its addenda, and to the best of his/her knowledge has complied with the mandatory requirements stated herein;
The Proposer has had opportunity to ask questions regarding the requirements and that the questions were answered by the County;
The Proposer's offer is valid until the date the County awards a contract or rejects all offers;
All information provided within the Proposer's offer, including but not limited to the information provided in response to this Proposer Questionnaire, is true and correct to the best of his/her knowledge;
The Proposer has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive pricing in the preparation and submission of its offer;
The Proposer fully understands the character of the goods to be provided and/or services to be performed, the manner payment is to be made, and the terms and conditions. The Proposer offers to provide the goods and/or services within the time required, upon the terms and conditions provided without exception, and at the prices offered.
The person signing below has the authority to legally bind the Proposer.

Dated this _____ day of _____, 2015

Signature

Title

EXHIBIT B: ORDERS, NOTICES, OR CITATIONS AGAINST PROPOSER

Submit a list of any and all Environmental or Safety Law-related orders, notices, or citations received during the past five (5) years **by the Proposer or any facility or subcontractor proposed to be used in performance of the Contract**. List the status of the response to any order, notice or citation. **If no such orders, notices, or citations were received by Proposer or any proposed facility or subcontractor, indicate here:** _____

Use multiple copies of this form, if necessary. Details of orders, notices or citations can be included as an attachment.

Company Name: _____

Proposer-Owned?: Yes: _____ No: _____ Subcontractor?: Yes: _____ No: _____

Mailing Address: _____

Contact Person: _____

Phone: _____

E-Mail Address: _____

A. Type of Order, Notice or Citation: _____

B. Date of Order, Notice or Citation: _____

C. Response to Order, Notice or Citation: _____

D. Status of Response: _____



**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations may be obtained by contacting the person to which this proposal is submitted.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Business Name _____

Date _____

By _____
Name and Title of Authorized Representative

Signature of Authorized Representative

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the 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, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted 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," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations (13CFR Part 145).

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 by the department or agency with which this transaction originated.

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 Transactions," 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 is not deas it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. 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 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 other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Exhibit D -
DRAFT CONTRACT**