

**GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR
PROPOSAL SUBMISSION AND RECEIPT OF PROPOSALS:**

1. Proposal forms and requirements will be available July 5, 2023 at the Buena Vista City School Board Office, 2329 Chestnut Ave, Buena Vista, VA 24416 and on the Buena Vista City Public Schools website, www.bvcps.net
2. Proposals will be accepted at this location until 4:00 p.m. on, August 3, 2023. Proposals will be accepted by mail or in person. No late proposals will be accepted. Proposals must be in sealed envelopes and clearly marked "PROPOSAL*CAFETERIA FOOD/SUPPLIES August 3, 2023". All proposals must be addressed to Hope Williams, School Nutrition Director.
3. All proposals must be signed in ink.
4. Bidders should plan to have the food/supplies delivered according to the specifications listed in the DELIVERY section of this request for proposal.

INDEMNIFICATION:

The proposer agrees to indemnify, defend and hold harmless the Buena Vista City Public School's Board, its officers, agents, and employees from any claims, damages, and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods or equipment of any kind or nature provided by the bidder and any services of any kind or nature provided by the proposer, provided that such liability is not attributable to the sole negligence of the using agency or failure of the using agency to use the materials, goods or equipment in the manner already and permanently described by the bidder on the materials, goods or equipment delivered.

ANTI-DISCRIMINATION:

By submitting their proposals, all proposers certify to the Buena Vista City School Board that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, and Section 11-51 of the Virginia Public Procurement Act which provides:

In every contract over \$10,000, the provisions in a and b below apply:

- a. During the performance of this contract, the contractor agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to normal operation of the contractor. The contractor agrees to post in conspicuous places, available

to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The contractor, in all solicitations or advertisements for employees placed by and on behalf of the contractor is an equal opportunity employer.

Notices, advertisements and solicitations placed in accordance with Federal laws, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

- b. The contractor shall include the provisions of a above in every subcontract or purchase order over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

ETHICS IN PUBLIC CONTRACTING:

By submitting their proposals, all proposers certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other proposer, supplier, manufacturer, or subcontractor in connection with their proposal; and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged

DISBARMENT:

By signing this proposal, the Proposer certifies that this person/firm/corporation is not currently barred or suspended, by any Agency of the Commonwealth of Virginia or by any Federal Agency, from proposing on contracts.

IMMIGRATION REFORM AND CONTROL ACT:

By signing this bid, the Proposer certifies that it does not, and will not, during the performance of this Contract, violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits the employment of illegal aliens.

BUENA VISTA CITY PUBLIC SCHOOLS

SPECIAL PROVISIONS

1. SCOPE OF CONTRACT

1.1 The intent and purpose of this Invitation for Proposal is to establish set unit prices for select food /supplies for the School Nutrition Program in the Buena Vista City Public School division for the following schools: F.W. Kling Elementary School, Enderly Heights Elementary School, Parry McCluer Middle School and Parry McCluer High School.

2. AWARDING OF CONTRACT

2.1 Even though price is a key element, it is not the only important criteria. Quality and delivery records will be considered. Buena Vista City Schools reserves the right to select the vendor deemed the overall best solution for the school system. The proposal will be awarded on an all or nothing basis.

2.2 Proposals will be accepted at this location until 4:00 p.m. on August 3, 2023. No late proposals will be accepted.

3. PERIOD OF CONTRACT

3.1 This contract will cover the period from, August 5, 2023 and remain in effect until June 15, 2024, with an option to renew for up to two (2) additional years contingent upon the following:

3.1.1 Pricing structure will be for the most used products.

3.1.2. Buena Vista City Schools will have the opportunity to review the pricing structure and reserve the option to renew or reject.

3.1.3. A mutual and written agreement by both parties.

4. PRICING

4.1 All prices shall be f. o. b. destination and include all charges that may be incurred in fulfilling the terms of this contract. Prices/discounts shall remain firm for the duration of the contract, unless otherwise stipulated in the special provisions.

5. ESTIMATED QUANTITIES

5.1 The quantities specified on the Pricing Schedule are reasonable estimates only and are given for the purpose of bid evaluation. Forecasted estimates do not necessarily indicate the actual quantity that will be ordered, such volume will be affected by USDA Commodities that are received. The Contractor will be required to fill all orders regardless of the original estimated quantities shown on the proposal.

5.2 Estimated quantities shown on the proposal shall not be construed to represent any amount that Buena Vista City Public Schools shall be obligated to purchase under the contract.

5.3 NO PROPOSAL WILL BE CONSIDERED WHICH STIPULATES THAT BUENA VISTA CITY PUBLIC SCHOOLS SHALL GUARANTEE TO ORDER A SPECIFIC QUANTITY OF ANY ITEM.

6 BUY AMERICAN CLAUSE 7CFR 210.21

A. Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998(Public Law 105-336) added a provision, Section 12(n) to the National School Lunch Act (NSLA) (42 USC 1760(n)), requiring school food authorities (SFAs) to purchase, to the maximum extent practicable, domestic commodities or products. This Buy American provision supports the mission of the Child Nutrition Programs, which is to serve children nutritious meals and support American agriculture.

B. Buena Vista City Public Schools participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A ‘domestic commodity or product’ is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR 210.21(d).

C. There are limited exceptions to the Buy American provision which allow for the purchase of foods not meeting the “domestic” standard as described above(i.e., “non-domestic”) in circumstances when use of domestic foods is truly not practicable. These exceptions, as determined by Buena Vista City Public Schools, are:

1. The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or
2. Competitive bids reveal the cost of a U.S. product are significantly higher than the non-domestic product. Exceptions to the Buy American provision are very limited; however, an alternative or exception may be approved upon request. To be considered for an alternative or exception, the request must be submitted in writing to a designated official, a minimum of seven days in advance of delivery. The request must include the:

- a. Alternative substitute(s) that are domestic and meet the required specifications:
 - i. Price of the domestic food alternative substitute(s); and
 - ii. Availability of the domestic alternative substitute(s) in relation to the quantity ordered.

- b. Reason for the exception: Limited/lack of availability or price (include price):
 - i. Price of the domestic food product; and
 - ii. Price of the non-domestic food product that meets the required specification of the domestic product

7. **DEVIATIONS FROM SPECIFICATIONS**

- 7.1 Brand name(s) and/or product number(s) are given for purposes of identification and to denote the standard of quality desired and do not, in any way restrict bidders to specific make and manufacturer, unless listed as “NO SUBSTITUTIONS” or “ONLY”. If there is any deviation in pack, source, quality, etc., of bid item (from that prescribed in the specifications), the appropriate line in the specifications will be ruled out and the substitution clearly indicated. A sample must be furnished so the School Nutrition Supervisor can determine if the substitution is of equal quality.
- 7.2 For evaluation purposes if deviation in the pack of a bid item occurs, from that which is prescribed in the specifications, the School Cafeteria Supervisor reserves the right to reduce such a deviation to a common denominator so that equal quantities are considered for all proposers.
- 7.3 Proposal will also include produce items not specified.

8. **DELIVERY FAILURES**

- 8.1 Proposers are CAUTIONED to consider carefully the delivery time they indicate for each bid, as they will be required to adhere to that delivery day and time frame. The delivery schedule will be worked out with each school in the Buena Vista City School system.

9. **TIME OF PERFORMANCE**

- 9.1 Unless otherwise specified in the special provisions, delivery availability must be stated IN DAYS for the initial delivery after the bid is awarded. Indefinite terms such as “promptly”, “without delay”, etc., will not be given consideration. **FAILURE TO INDICATE DELIVERY DAY AND TIME SHALL BE JUST CAUSE FOR REJECTION OF THE PROPOSAL.**

10. **ORDER OF PRECEDENCE**

- 10.1 In the event of conflict, the Special Provisions of this contract shall take precedence over any other conditions.

11. PURCHASE ORDER

- 11.1 All purchases will be based on contract pricing as agreed upon in the acceptance of the proposal. The successful proposer will use the delivery tickets and adjustments as the means for billing each school for products purchased.
- 11.2 All statements will be verified for accuracy and submitted to the School Accounting Clerk for approval of payment.
- 11.3 Payment will be promptly mailed within 15-20 days after receipt of previous monthly statements.
- 11.4 Any questions concerning payment should be directed to the school division's School Accounting Department.

12. DELIVERIES AND ORDERING PROCEDURES

- 12.1 Deliveries will be made, as required to the Buena Vista City Public Schools, taking into consideration the profile and mutually agreed upon order schedule and delivery days.
- 12.2 Deliveries will be made to each school between the hours of 6:30 am and 1:00 pm, unless otherwise stated, on mutually agreed upon delivery days. All deliveries will be made to locations designated by receiving personnel. All delivery/sales tickets must be signed by the food service manager or designee.
- 12.3 This contract is for inside delivery to all school sites while school is in session (August 2023 through June 2024).
- 12.4 The contractor will obtain the first week's orders and all orders thereafter on a weekly basis from the School Nutrition Supervisor or through the company's on-line ordering system.
- 12.5 The contractor will be informed of emergency school closings, (i.e., snow, ice, etc.). When schools are closed due to an emergency, the delivery will be made on the next day that schools are reopened.
- 12.6 The Contractor will obtain from the School Nutrition Supervisor a school calendar indicating school holidays and other days that school will be closed. (attached)
- 12.7 The Contractor will provide delivery trucks maintained in sanitary condition. Products shall be organized to prevent damage or spoilage during transport and to allow for easy access upon delivery.

- 12.8 Frozen, fresh, and perishable items must be held at the proper temperature. All canned and dry products must be free of visible damage. The Buena Vista City Public Schools reserves the right to return, for credit, any damaged items.
- 12.9 Prior contact must be made to the School Nutrition Supervisor in the event that the distributor does not have an ordered bid item. Substitutions are at the discretion of the School Nutrition Supervisor and must have an approved product of equal or greater quality. **The Contractor must extend the proposed price for substituted items.** If an item is not available through the primary supplier Buena Vista City Public Schools reserves the right to contact a secondary supplier.

13. DELIVERY/SALES TICKETS FOR SCHOOLS

- 13.1 The Contractor will be required to leave two copies of all delivery/sales tickets at each individual school food service operation. Such delivery/sales tickets must contain the following information:
- a. BILL TO: Specific District Name
School Name/Account Number
 - b. Name of each item
 - c. Quantity of each item
 - d. Unit price
 - e. Extension of each item
 - f. Total for all items
 - g. Notation of shortages
 - h. Signature of authorized receiving personnel
 - I. Breakdown of items by category (Food, Non-Food, Chemicals, etc.)

14. BILLING FOR SCHOOLS

- 14.1 A separate statement for each school will be prepared monthly in accordance with the billing schedule furnished by the School Nutrition Accounting Clerk. Statements will be forwarded immediately to the School Nutrition Office after the billing period.

Statements must contain:

- a. The school district and the name and number of the school.
 - b. The total of each individual invoiced delivery for the month.
 - c. The total of all invoiced deliveries for the month.
 - d. The total of all credits from shortages or damaged products for the monthly period.
- 14.2 Payment shall be made after satisfactory performance of the contract, in accordance

with all of the provisions thereof, and upon receipt of a properly completed invoice.

15. LIABILITY

- 15.1 The Contractor will hold the School Board harmless for any damages resulting from consumption of products delivered under this contract, when such damages are attributed to foreign materials or other defects in products delivered by the Contractor.
- 15.2 The Contractor will be held liable for any damages incurred by their driver or vehicle while at each delivery site.

16. SAMPLES

- 16.1 Buena Vista City Schools reserves the right to require a proposer to furnish samples of any item on which he submits a bid, within three (3) working days after the request is made.

The samples must be furnished free of charge, packed in the original container, clearly marked "SAMPLE" with the bid number, bid item number, bidder's name and address. Samples to be delivered to:

Buena Vista City Public Schools
2329 Chestnut Ave
Buena Vista, VA 24416
(540) 261-3352

- 16.2 Proposer's samples will be evaluated to determine compliance with all major characteristics of the brand name indicated. Failure of samples to conform to all such characteristics will require rejection of the proposal.
- 16.3 Failure to submit the requested sample shall be just cause for eliminating the proposer from further consideration for award.

17. FOOD LAWS AND STANDARDS

- 17.1 All products specified herein shall be processed, packaged and delivered in accordance with regulations of the Virginia Health Department, U. S. Department of Agriculture, and requirements of the Federal Food, Drug and Cosmetic Act.
- 17.2 All products shall be free from spoilage, contamination, deterioration, and/or other visible and nonvisible damage.
- 17.3 Products domestically grown and packaged are preferred.
- 17.4 Products with minimal amounts of artificial ingredients and colors are preferred. Processed products which DO NOT contain BHA, BHT, and MSG are preferred.

18. INSPECTION

- 18.1 An authorized representative of the Buena Vista City School Board shall have the right to inspect the premises, facilities, and processing methods for producing items covered by this contract. He/She may make, or cause to be made, standard tests for any items delivered for the purpose of ensuring satisfactory contractor performance.
- 18.2 All items covered by this contract shall be packaged and labeled in accordance with accepted trade practices in sufficiently sturdy and clean containers.
- 18.3 All items delivered must be in strict accordance with the specifications contained herein and will be subject to testing by the Buena Vista City Schools Food Service staff and/or the Virginia Department of Health. Furthermore, the Buena Vista City Schools reserves the right to conduct periodic product testing on random samples during the life of the contract.

19. QUALITY TESTING - PRODUCT PRE-QUALIFICATION

- 19.1 The Buena Vista City Schools will pre-qualify products during scheduled testing from October - April of the prior school year. Products tested will be evaluated by an impartial panel set up by the Buena Vista City Schools. This panel will be comprised of any or all of the following:
 - 19.2 Food Service manager, food service employees and/or students. Samples will be reviewed for appearance, taste, texture, nutritive content, and overall quality before being approved for purchase. Approved product are specifically indicated in the Invitation for Bid.

20. DELIVERY VEHICLES

- 20.1 All products specified herein shall be delivered in vehicles that are maintained in a sanitary condition.
- 20.2 Delivery vehicles should be equipped with back-up alarms to help prevent accidents.
- 20.3 Delivery vehicles should be locked, secured, and not running during delivery times.

21. TAXES

- 21.1 Buena Vista City Public Schools are normally exempt from all direct State and Federal taxes.
- 21.2 Exempt Certificates will be issued upon request.

22. **DEFAULT**

- 22.1 In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Buena Vista City Schools after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs.
- 22.2 This remedy shall be in addition to any other remedies the Buena Vista City School Board may have.

23. **MANDATORY USE OF PROPOSAL FORMS AND TERMS AND CONDITIONS:**

- 23.1 Failure to submit the proposal on the official Buena Vista City Schools form provided for that purpose shall be a cause for rejection of the proposal.
- 23.2 Modification of or additions to any portion of the solicitation may be cause for rejection of the proposal; however, the Buena Vista City Schools reserves the right to decide on a case-by-case basis, in its sole discretion, whether or not to reject such a proposal as nonresponsive.
- 23.3 As a precondition to its acceptance, the Buena Vista City Schools may, in its sole discretion, request that the proposer withdraw or modify nonresponsive portions of the proposal which does not affect quality, price or delivery.
- 23.4 No modifications of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

24. **PRODUCT NUTRIENT ANALYSIS INFORMATION SHEET**

- 24.1 Product information sheets for all comparable food products are to be submitted to the School Nutrition Supervisor with the returned bid. This sheet must include a nutritional analysis for each product.

25. **SPECIFICATIONS**

- 25.1 Child Nutrition labels are preferred. A Product Specification letter from the processor is required for each item which is used to meet the Meat/Meat Alternate requirement of the U.S.D.A. lunch pattern.
- 25.2 Product Specification letters or Child Nutrition Labels for these items must be submitted to the School Nutrition Supervisor.

26. **AVAILABILITY OF FUNDS**

- 26.1 It is understood and agreed between the parties herein that the agency shall be bound here under only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

27. **INTERPRETATION OF PROPOSAL**

27.1 Any questions concerning this proposal should be directed to the Buena Vista City School Nutrition Director at (540) 261-3352

28. **ADDITIONS/DELETIONS**

28.1 The Buena Vista City Schools reserves the right to add or delete related item requirements as indicated in Paragraph 1 of Special Provisions during the period of the contract. Prices for items to be added to the contract will be negotiated with the Contractor. A contract amendment will be issued for each addition or deletion.

29. **CONTACT FOR INSIDE CONTRACT ADMINISTRATION**

29.1 In the event your firm receives a contract as a result of the Invitation for Proposal, please designate an inside person we may contact during the period of the contract for prompt contract administration:

NAME: _____

TITLE: _____

ADDRESS: _____

PHONE: _____

30. **FIELD TERRITORIAL SALES REPRESENTATIVE**

30.1 In the event your firm receives a contract as a result of this Invitation for Proposal, please designate a person who will be available during the period of the contract, both prior to commencement and during the life of the contract, for periodic personal visits to the School Nutrition Supervisor.

NAME: _____

TITLE: _____

ADDRESS: _____

PHONE: _____

31. **LOCAL DISTRIBUTION POINT**

31.1 The successful Contractor must have a place of business in Virginia with adequate

facilities for delivery to all Buena Vista City Schools of the items cited herein, within prescribed time limits. These facilities must have the capability for accepting telephone orders and for making necessary adjustments under this contract. The proposer must state, in the space provided below, the address and telephone number of his local distribution point.

LOCAL ADDRESS: _____

LOCAL TELEPHONE NUMBER: _____

LOCAL FAX NUMBER: _____

32. DESCRIPTION OF FIRM

32.1 Proposer will state below whether he/she is a “Regular Manufacturer” or a “Regular Dealer”.

If a manufacturer, proposer will state where items are to be manufactured.

If a dealer, proposer will state below where items will be maintained in stock and sold to the public in the usual course of business.

(Street and Number, City, and State)

33. INSPECTION OF PLANT FACILITIES

33.1 The proposer certifies that an inspection of the physical facilities of this plant was conducted by the

(Name of Agency)

(Date of Last Inspection)

AND THIS PLANT WAS

(Accepted)

(Rejected)

for furnishing its products to the Buena Vista City Schools School Nutrition Program.

ESCALATOR CLAUSE (DAIRY PRODUCTS ONLY)

Price adjustment allowances based on “Milk Only” will be considered. Upward and downward adjustments in the delivered price of milk products will be considered, according to the provisions of Article 21, as amended by Chapter 383 of the Laws of 1937 of the Agricultural Marketing Agreement Act, and/or the Washington, D.C. Milk Marketing Order.

Adjustments in the price paid for Class I milk may be made when the price is increased or decreased by twenty cents (\$.20) or more per hundred weight, and published by the Federal Milk Market Administrator in the Market Administrator Bulletin, Federal Order No. 1.

Price change will not be automatic. Any request for price adjustment must be initiated by the contractor in writing and supported by Applicable Milk Market Administrator Bulletin.

Price adjustment(s) will only be authorized by contract amendment approved by the contracting authority and the effective date of the change will be the date of the amendment.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register, pages 4722-4733.

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any state or local department or agency,
 - b. have not within a three-year period preceding this proposal 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 (state or local) transaction or contract under a public transaction; violation of state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (state or local) with commission of any of the offenses enumerated in paragraph 1.b. of this certification, and
 - d. have not within a three-year period preceding this application/proposal had one or more public transactions (state or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

Award Number or Project Name

Name and Title of Authorized Representative

Signature

Date

**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, 7 CAR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register, pages 4722-4733.

(Please read instructions on reverse before completing this form.)

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or local 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.

Organization Name

Award Number or Project Name

Name and Title of Authorized Representative

Signature

Date

INSTRUCTION FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
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 whom 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,” “proposals,” 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. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form 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 form that it will include this 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 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 are 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 five 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.