



OFFICE OF THE SUPERINTENDENT

# THOMASVILLE CITY SCHOOLS

750 GATES DRIVE  
POST OFFICE BOX 458  
THOMASVILLE, ALABAMA 36784-0458  
[www.thomasvilleschools.org](http://www.thomasvilleschools.org)

TELEPHONE: (334) 636-9955  
FAX : (334) 636-4096

February 3, 2022

## INVITATION TO BID

**BID NUMBER: RFP 22-02**

**Bid Title: CNP Serving Line**

**Bid Due Date: Wednesday, March 09, 2022**

**Time: 11:30 a.m.**

**Submit To:**

**Thomasville City Board of Education**

**750 Gates Drive**

**Thomasville, AL 36784**

Sealed bids for **CNP Serving Line** for use in Thomasville City School System will be received by the Thomasville City Board of Education at its Central Office until 11:30 a.m., Wednesday, March 09, 2022, at which time they will be publicly opened and read. The Thomasville City School System is not responsible for delays occasioned by the U.S. Postal Service or any other means of delivery employed by the bidder.

Please follow the instructions listed on the cover sheet. If the document is not submitted as requested, your bid will be disqualified. It is requested that the bidder carefully read all specifications and information contained in this document and that the document be retained for future reference. **A bid bond is not required. A Pre-Bid conference will be held on Wednesday, February 16 at 2:00 p.m. at Thomasville Elementary School. A company representative must be present at the conference. All attendees are required to wear a protective face mask and follow social distancing guidelines.**

Attached is a copy of the contract documents, specifications and serving line sketch.

Time of delivery may be a factor in the award of this bid.

The bid will be awarded to the responsible bidder(s) offering the proposal(s) deemed the most acceptable and advantageous to the System. The Thomasville City Board of Education reserves the right to reject any/and/or all bids and to waive formalities in awarding this bid to the lowest responsible bidder. If you have any questions concerning this bid procedures or specifications please contact Emily Thornton, (334) 636-9955, ext. 8605.

Sincerely,

Mr. Garth Moss  
Superintendent

GM/et  
Attachments

This document will serve as a contract between the Thomasville City School System and the vendor once the bid is awarded.

**I. General Information**

1. All bids must be submitted using the Bid Summary Page Form.
2. All bids must be sealed and marked "CNP BID" with the bid number, opening time and date.
3. No late bids will be opened.
4. Bids will not include state sales tax or federal excise tax.
5. Use of trade names and numbers shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition.
6. Non-Discrimination: The board provides equal opportunity for all business and does not discriminate against any vendor regardless of race, color, creed, sex, national origin, or disability in consideration for an award.
7. Bid will be awarded on a category-by-category basis.
8. It is not the policy of the Thomasville City School System to purchase on the basis of low bid only. Quality, conformity with specifications, purpose for which required, terms of delivery, past service and experience are among the factors that may be considered in determining the responsible bidder(s).
9. In the event that two or vendors bid the same amount on the same item, a coin toss will determine the vendor awarded that item.
10. If applicable; all debris must be removed after installation and/or performance of services of equipment and/or service.
11. Records showing successful bidder(s) and price quoted will be placed on file and may be examined upon request. If a contract is awarded to someone other than the bidder, a note of explanation will appear in the bid file.
12. Bid Protest Procedures
  1. Any protests from this solicitation and award shall be made in writing and shall be delivered to the Superintendent as the acting protest official of the Thomasville City Board of Education at 750 Gates Drive, Thomasville AL 36784. The protest shall be filed no later than ten (10) days from the award notice and shall include.
    - The name, address, and telephone number of the protestor;
    - The signature of the protester or an authorized representative of the protester;
    - Identification of the purchasing agency and the solicitation or contract number;
    - A detailed statement of the legal and factual grounds of the protest including copies of relevant documents;
    - The form of relief requested
  2. A written response to the protest will be made within 30 days from receipt of the protest (with above documentation)
  3. The Thomasville City Board of Education shall make available upon request information regarding protests to the State Board of Education.

### 13. Assurance of Ethical Practices

The procurement process is intended to offer free and open competition to those who have the capacity to respond to a solicitation. Under no circumstances may an employee of the company bidding purposely make a false or misleading statement, representation, or certification. See Title 7 of the Code of Federal Regulations Part 3016.36 for further information.

## II. Requirements

- A. The successful bidder shall be an established company experienced in handling institutional products listed on the bid.
- B. All bidders must comply with Alabama Immigration Law, HB. 56. The law requires that certain contractors/vendors provide proof that your company is in compliance with the immigration law by submitting a notarized Affidavit of Immigration Law Compliance and an E-Verify Memorandum of Understanding. This law is applicable to any person, employer, or business entity that enters into a bid agreement to perform any work or provide a certain product in exchange for valuable consideration. Attached is an Alabama Immigration Law Compliance, HB. 56 which provides instruction on the compliance process. **The completed Affidavit of Immigration Law Compliance form and your company E-Verify Memorandum of Understanding must be submitted with the bid or on currently file at Thomasville City Schools.**
- C. In the event the low responsible bidder refuses to accept the entire requirements without deviation, this vendor's bid will be considered unacceptable.
- D. After refusal by the first bidder, the bid will be awarded to the next low bidder meeting requirements and specifications.

## III. Contract Period and Type

- A. This bid contract consists of the attached letter, specifications, and requests for quotation form.
- B. Items which are not listed and are later approved for purchase by the Thomasville City Board Education shall receive the same price discount as the bid term.
- C. This bid contract shall be in effect from date of the bid award through March 31, 2023.

## IV. Bidder Responsibility:

It shall be incumbent upon each bidder to understand the provisions of this bid document and, when necessary, obtain clarifications prior to the time and date set for the bid opening. Failure to obtain a clarification will be no excuse or justification for noncompliance with the provisions set forth herein.

## V. Clarification:

If a clarification is required the request shall be made in writing, to the Thomasville City Board of Education not later than seven (7) working days prior to the time and date set for the bid opening. The Thomasville City Board of Education will respond to the request, by letter, or in the form of a written addendum if it is determined that all prospective bidders should have benefit of the clarification. No addendum will be issued within the five (5) day period prior to the date of the bid opening. An addendum may serve to delay that opening for a time sufficient for all bidders to respond to the addendum.

**VI. Liability:**

Subsequent to the awarding of a contract, the contractor will be liable for any expense, including legal fees incurred by The Thomasville City Board of Education or as a result of violations of the contract terms by any contractor.

**VII. Pricing**

- A. The decision of the Thomasville City Board of Education will be final on any question of pricing.
- B. No bid will be altered or amended after the specified time and date set for the bid opening.
- C. All equipment cost shall include the delivered cost of a specific bid unit and is to include any applicable freight cost and any other associated costs.
- D. Freight on Board (FOB) Destination. Freight prepaid by awarded vendor.

**VIII. Orders**

- A. The Thomasville City Board of Education will issue a purchase order to the awarded vendor(s) within thirty (30) days for the purchase of the kitchen equipment.
- B. Brand Name Reference: the acceptable specified brand(s) are indicated in this bid document. The board reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the specified item. Bidders offering substitutions must provide written specifications noting any and all changes to the original specifications and submit for approval at least 10 days prior to the bid opening. Bidders will be notified of approved equivalent substitutions.

**IX. Deliveries**

- A. The manufacturer will deliver the equipment to the awarded vendor.
- B. The vendor shall notify Thomasville City Schools of the expect delivery date of new equipment. The awarded vendor and Thomasville City Schools' Child Nutrition Director shall schedule a date and time deliveries.
- C. The awarded vendor shall also be responsible for delivering, setup and installation of one (1) serving line as per bid specification by truck to the Thomasville Elementary School Cafeteria, 300 Qunicy Ingram Stree, Thomasville, AL 36784.
- D. Delivery personnel are required to place products in areas that will not obstruct any aisle, doorway or passageway as designated by a School Nutrition Designee. Under no circumstances may a delivery be left outside the building.
- E. All items shall be subject to inspection after arrival at the destination. If any items are found defective or otherwise not in conformity with the specification, such items will be rejected. It will be the responsibility of the vendor to defray any cost involved in the delivery a return of rejected articles.
- F. Failure to deliver as specified and in accordance with the bid submitted, including promised delivery will constitute sufficient grounds for cancellation of the order at the option of the Thomasville City Schools System.
- G. In the event of an emergency, if the vendor cannot deliver in a timely manner; the Board of Education has the option to purchase those goods from another source with no penalty to either party.
- H. The awarded vendor shall be responsible for the set up and connction of the new serving line.
- I. The awrded vendor shall be repsonsible for placing the extising serving line in a location desinated by Thomasville City Schools child nutrition director or her desingee. The exisiting serving line shall remain the property of Thomasville City Schools.

## **X. Backorders**

In case of out-of-stock items the vendor shall notify the Child Nutrition Program Purchasing Department.

## **XI. Cancellations**

No items in the bid are to be canceled without the prior consent of the Purchasing Department.

## **XII. Substitutions**

- A. No substitutions on items, brands, grades, etc. are to be made by the vendor without prior consent of the Child Nutrition Program Purchasing Department. Any substitution made without prior consent will be refused.
- B. When bidding an alternate/equal/equivalent product, the vendor is required to submit in writing the specifications of the equipment to be substituted. The vendor is also required to take on-site measurements for the substituted equipment at least ten (10) days prior to the bid opening. Thomasville City Schools reserves the right to reject any substitutions that do not meet the required bid specifications.
- C. The vendor is not to request authority to substitute unless the quality of the item to be substituted is equal to, or higher grade than originally requested.
- D. In the event that the successful bidder(s) are unable to perform as required, the successful bidder(s) shall be responsible for the securing of items or services from an alternate vendor and pay that vendor any additional costs involved in supplying the items.

## **XIII. Warranties/Services**

- A. All warranties must be clearly stated.
- B. Availability of service must be clearly stated along with service contract pricing.
- C. The bidder expressly warrants that all articles, material, and work offered shall conform to each and every specification, drawing, sample, or other description, which is furnished to or adopted by the board, and that it will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. The bidder further warrants all items for a period of one year, unless otherwise stated, from the date of acceptance of the items delivered and installed or work completed. All repairs, replacements, or adjustments during the warranty period shall be at the bidder's sole expense.

## **XIV. Default**

If, at anytime, the vendor makes a delivery that is not in accordance with the instructions, conditions, and specifications set forth by the Thomasville City Board of Education, such delivery will constitute grounds for the cancellation of the contract and/or the removal of this vendor from the mailing list for not less than one year.

## **XX. Billing**

- 1. The accounting and bookkeeping for the Child Nutrition Program in the Thomasville City School System is to be handled by the Central Office.
- 2. All invoices and other accounting correspondence for the Child Nutrition Program should be sent to the Thomasville City Board of Education.
- 3. All invoices are to be clearly marked to indicate the school, account name, and P. O. #: "CNP", "SCHOOL", "P. O. #", etc.
- 4. Payments for delivery of the product pursuant to this agreement are to be made by BUYER to VENDOR. Upon receipt and approval of VENDOR'S invoice and statement within thirty (30) days of delivery provided that funds

are then available but in any event within sixty (60) days of delivery, unless otherwise agreed to by the parties hereto.

- The successful bidder(s) shall be paid in payments or in full, upon submission of an itemized invoice with prices stipulated herein for the items delivered and accepted. Invoices should be sent to Thomasville City Schools, P. O. Box 458, Thomasville, AL 36784.

#### **XXI. Standard Contract Conditions:**

- A. This contract shall be governed in all aspects as to validity, construction, capacity, performance or otherwise by the laws of the State of Alabama and the United States.
- B. Contractors providing service under this invitation for bids, herewith, assures the Thomasville City Board of Education that they are conforming to the provisions of the Civil Rights Act of 1964, as amended.
- C. Contractors shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Labor regulation (41 CFR Part 60).
- D. State Sales Tax Exemption information will be issued upon request.
- E. Contractors shall comply with applicable federal, state, and local laws and regulations pertaining to wages, hours, and conditions of employment. In connection with contractor's performance of work under this contract, contractor agrees not to discriminate against any employee(s) or applicant(s) for employment because of age, race, religious creed, sex, national origin, or handicap
- F. The contractor agrees to retain all books, records, and other documents relative to this agreement for three (3) years after final payment. The Thomasville City Board of Education, its authorized agents and/or state/federal representatives shall have full access to, and the right to examine any of said materials during said period. If an investigation or audit is in progress, records shall be maintained until stated matter is closed.
- G. Vendor shall not submit a bid for the contract if a conflict of interest, real or apparent, would be involved.

#### **XXII. CONDITIONS**

- A. This contract shall be governed in all aspects as to validity, construction, capacity, performance or otherwise by the laws of the State of Alabama and the United States including but not limited to the following when applicable:
  - 1. DAVIS-BACON ACT, as amended (40 U.S.C. 3141-3148).  
Vendors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works must comply with the Davis-Bacon. Vendors and sub-vendors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. The Davis-Bacon Act directs the Department of Labor to determine such locally prevailing wage rates.
  - 2. CONTRACT WORK HOURS AND SAFETY STANDARDS (40 U.S.C. 3701-3708)  
Vendors shall comply with applicable federal, state and local laws and regulations pertaining to wages, hours and conditions of employment. In connection with vendor's performance of work under this contract, vendors agree not to discriminate against any employee(s) or applicant(s) for employment because of age, race, religious creed, sex, national origin or handicap.
  - 3. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT AGREEMENT 37 CFR Part 401.  
If the Federal award meets the definition of "funding agreement" under 37 CFR part 401.2 and the recipient or sub-recipient wished to enter into a contract with a small business firm or non-profit organization regarding the substitution of parties, assignment or performance of experimental development, or research work under that funding agreement," the recipient of sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Non-profit

Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

4. **CLEAN AIR ACT (42 U.S.C. 7401-7671q.) and the FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387)**  
Compliance with all applicable standards, orders or requirements under section 306 of the Clean Air Act (42 U.S.C.1857(h)) Clean Air and Water Certification. Vendor certifies that none of the facilities it uses to produce goods provided under the Contract are on the Environmental Protection Authority (EPA) List of Violating Facilities. Vendor will immediately notify the Thomasville City Board of Education of the receipt of any communication indicating that any of the Vendor’s facilities are under consideration to be listed on the EPA List of Violating Facilities.
5. **DEBARMENT AND SUSPENSION (Executive Orders 12549 and 12689)**  
The prospective lower tier participant certifies, by submission of this proposal or contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
6. **BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)**  
Vendors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.
7. **SOLID WASTE DISPOSAL ACT Section 6002, as amended by the Resource Conservation and Recovery Act**  
Vendors must comply with the Solid Waste Disposal Act (Section 6002) which requires the items that will be used contain the highest percentage of recovered materials practicable consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
8. **Vendors shall comply with Executive Order 11246, entitled “Equal Employment Opportunity”, as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”**
9. **RECORD RETENTION AND ACCESS CLAUSE**  
The vendor agrees to maintain and retain all other documents relative to this agreement for three (3) years after final payment. The Thomasville City Board of Education, its authorized agents and/or state/federal representatives shall have full access to, and the right to examine any of said materials during said period. If an investigation or audit is in progress, records shall be maintained until stated matter is closed.
10. **BUY AMERICAN STATEMENT**  
It is the intent of the Thomasville City Board of Education to strictly adhere to the USDA’s “Buy American” Provision. The district 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. as provided in 7 CFR 210.21(d).

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 the CNP Coordinator, a minimum of 3 days in advance of delivery. The request must include the:

- (1) Reason for exception: limited/lack of availability or price (include price):
  - (a) Price of the domestic food product; and
  - (b) Price of the non-domestic product that meets the required specifications of the domestic product.

Vendors should provide market news reports from AMS to document requested exceptions.

#### 11. GEOGRAPHIC PREFERENCE

- A. A school food authority participating in the Program, as well as State agencies making purchases on behalf of such school food authorities, may apply a geographic preference when procuring unprocessed locally grown or locally raised agricultural products. When utilizing the geographic preference to procure such products, the school food authority making the purchase or the State agency making purchases on behalf of such school food authorities have the discretion to determine the local area to which the geographic preference option will be applied;
- B. For the purpose of applying the optional geographic procurement preference in paragraph (g)(1) of this section, "unprocessed locally grown or locally raised agricultural products" means only those agricultural products that retain their inherent character. The effects of the following food handling and preservation techniques shall not be considered as changing an agricultural product into a product of a different kind or character. Cooling; refrigerating; freezing; size adjustment made by peeling, slicing, dicing, cutting, chopping, shucking, and grinding; forming ground products into patties without any additives or fillers; drying/dehydration; washing; packaging (such as placing eggs in cartons), vacuum packing and bagging (such as placing vegetable in bags or combining two or more two types of vegetables of fruits in a single package); the addition of ascorbic acid or other preservatives to prevent oxidation of produce; butchering livestock and poultry; cleaning fish; and the pasteurization of milk.

#### 12. HUB STATEMENT (7CFR3016.36(e))

It is the intent of the Thomasville City Board of Education to provide maximum practicable opportunities in its solicitations to minority firms, women's business enterprises and labor surplus area firms.

#### 13. ENERGY POLICY AND CONSERVATION ACT STATEMENT (Public Law 94-163, 89 Stat.871).

The Vendor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.



## United States Department of Agriculture Non-Discrimination Statement

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the agency (state or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](#), (AD-3027) found online at: [How to File a Complaint](#), and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

1. mail: U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410;
2. fax: (202) 690-7442; or
3. email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

## PROPOSAL FORM

TO: THOMASVILLE CITY BOARD OF EDUCATION  
CHILD NUTRITION PROGRAM  
P. O. BOX 458  
THOMASVILLE, AL 36784

Bid No. RFP 22-02

Date: February 3, 2022

The Bidder declares that he has examined the Bid Documents and fully understands all conditions of same.

In compliance with your advertisement for bid dates and subject to all conditions thereof, the undersigned is a corporation organized and existing under the law of the State of Alabama and/or State of Mississippi.

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### BIDDER'S AGREEMENT

We, the undersigned, are in position to deliver the items specified on the attached Bid Specifications forms at the price shown. We are able to deliver the specified items within \_\_\_\_\_ days after receipt of order.

I hereby affirm I have not been in any agreement of collusion among bidders in restraint of freedom of competition, by agreement to bid at a fixed price or to refrain from bidding, or otherwise.

VENDOR/  
FIRM \_\_\_\_\_

STREET \_\_\_\_\_

CITY \_\_\_\_\_ ST \_\_\_\_\_ ZIP \_\_\_\_\_

BY \_\_\_\_\_

DATE \_\_\_\_\_ TERMS \_\_\_\_\_

THIS BID MUST BE  
NOTARIZED

Sworn to and  
subscribed before  
me on this \_\_\_\_\_ day  
\_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

## U.S. DEPARTMENT OF AGRICULTURE

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### **Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions**

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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). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

#### **(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

- (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 Federal department or agency;
  - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or 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 (Federal, 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 (Federal, 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.

RFP22-02

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Organization Name

PR/Award Number or Project Name

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Name(s) and Title(s) of Authorized Representative(s)

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Signature(s)

Date

### **Instructions for Certification**

1. By signing and submitting this form, the prospective primary participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out on this form. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. 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 department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary 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 entering into this transaction.
7. The prospective primary participant further agrees by submitting this form that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that 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.
9. 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.
10. Except for transactions authorized under paragraph 6 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 may terminate this transaction for cause or default.