

NEW HAVEN UNIFIED SCHOOL DISTRICT

REQUEST FOR BID

For

MILK/DAIRY PRODUCTS

SINGLE OR MULTIPLE SITES DROPS

RFP # 791

**NEW HAVEN UNIFIED SCHOOL DISTRICT
REQUEST FOR BIDS #791
PURCHASE OF MILK/DAIRY – SINGLE OR MULTIPLE SITES DROPS
NOTICE TO BIDDERS**

1. NOTICE IS HEREBY GIVEN that the New Haven Unified School District is seeking Bids to provide Milk/Dairy Products – SINGLE OR MULTIPLE SITES DROPS.
2. Bids should be submitted in the manner prescribed herein and for the services requested herein. All required forms and submissions requirements are provided herein or attached hereto. Each person or entity that submits a BID to the District in response to this RFP shall be designated as a “Vendor”.
3. Please contact Vachan Boja, Food & Nutrition Services, at New Haven Unified (510) 475-3992 x62640, for information about the RFP.
4. Sealed Bids should be delivered to New Haven Unified School District. Bids must be received by New Haven Unified no later than 10:00 A.M. on Friday, May 25, 2018.

**New Haven Unified School District
34200 Alvarado-Niles Rd
Union City, CA
Phone: (510) 471-1100
Attention: Annette Heldman
Chief Business Officer**

5. New Haven Unified reserves the right to reject any and all Bids and to waive any informality, technical defect or clerical error in any Bid Package, as the interest of the New Haven Unified School District may require. Any proposer may withdraw his/her bid, either personally or by written request, at any time prior to the scheduled closing time for receipt of Bids.

Equal Opportunity Employer

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REQUEST FOR BID

I. INTENT OF THE BID

The intent of this bid is to solicit competitive bid prices for **Milk/Dairy Products – SINGLE OR MULTIPLE SITES DROPS** as listed in the bid specifications.

II. SCHEDULE OF EVENTS

The following are key dates for this RFP. The District is committed to adhering to this schedule, but reserves the right to make modifications.

- A. Publication in Newspapers: **May 11, 2018** and **May 18, 2018**.
- B. Vendor Questions Due: **May 21, 2018**.
- C. Bids Due Date: **10:00 a.m. on Friday, May 25, 2018**.

III. SPECIAL TERMS AND REQUIREMENTS

A. **Pricing:**

- i. Pricing and notations must be written in ink; pricing should be stated in units to the third decimal place. BID form must be signed by an authorized agent of the organization submitting the BID; signatures of all individuals shall be in ink, in longhand. Any corrections or notations must be made in ink and initialed adjacent by the person signing the BID.
- ii. Quantities listed here are estimates of the New Haven USD District needs for the BID period. These are estimates only and should not be construed to be a commitment to a minimum or a limitation to a maximum.

B. **Product:**

- i. All products must comply with CDE and USDA requirements. All milk products shall be hormone free with no rBHT, rBGH or rBST.

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- ii. Manufacturer's Nutritional Analysis Data Sheets and/or CN label must be submitted with the BID for every product proposed.

Samples of items, when requested, shall be furnished free of cost. Failure to provide samples within a reasonable period may be cause to reject the BID as non-responsive.

C. Other Terms:

- i. Milk 'use by' dates must be coded to have a minimum 10 day shelf life upon the date of delivery. Milk product is to be rotated at each site with every delivery and out of date product shall be returned and credited. Product shall be picked up and credited at each break period, including winter and spring breaks. Where schools serve breakfast, milk must be available for service first morning back to school from break period no later than 7:30am.
- ii. Payment terms are 30 days net. Each site, if applicable, shall be billed individually at the close of each calendar month, on an itemized invoice including delivery date, delivery location and units sold by item.
- iii. Pricing will not be increased without prior written authorization of New Haven USD Food Services. Proposed increases must be submitted 30 days in advance with documentation of corresponding consumer index price increase relative to this commodity.
- iv. Product shall be delivered as specified by the District to the sites listed on District itemized estimate sheet. If volume increases for any school site to a level that requires an additional delivery, the delivery schedule shall be modified to accommodate additional deliveries as needed. If the scheduled delivery date falls on a holiday, delivery must be made on the next school day within the same time frame designated for each delivery site. Upon award, the successful vendor will submit a District delivery schedule to District for approval. Proposed changes in the delivery schedule must be approved by the District in writing prior to the implementation of any such change.
- v. In no event will additional shipping, handling, fuel or other surcharges apply.
- vi. Estimated quantities are listed per each item, however, the School District reserves the right to order more or less quantities as needed. Price bid shall apply regardless of the quantity ordered.

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D. Delivery Terms:

i. Delivery Schedule: Week days (Monday – Friday)

ii. Delivery:

a. Single Drop Site: Mary Cordoza Center
2831 Faber Street
Union City, CA 94587
Time: 6:00 a.m. - 8:30 a.m.

b. Multiple Delivery Sites & Times:

Sites	Contact	Address/Phone #	Delivery Per Week	Delivery Time (Between)
Alvarado Elementary School	Virginia Slack	311 Fredi Street Union City, CA 94587 510-471-1039 x60992	2	8:00 a.m. – 1:00 p.m.
Delain Eastin Elementary School	Amy Alvarez	34901 Eastin Dr. Union City, CA 94587 510-475-9630 x60755	2	8:00 a.m. – 1:00 p.m.
Guy Emanuele Elementary School	Rosalia Hermosillo	100 Decoto Rd. Union City, CA 94587 510-471-2461 x60872	2	8:00 a.m. – 1:00 p.m.
Hillview Crest Elementary School	Angelica Rivas	31410 Wheelon Ave. Hayward, CA 94544 510-471-5720 x60927	2	8:00 a.m. – 1:00 p.m.
Kitayama Elementary School	Lucy Saavedra	1956 Sunsprite Dr. Union City, CA 94587 510-475-3982 x60934	2	8:00 a.m. – 1:00 p.m.
Pioneer Elementary School	Rafaela Reynoso	32737 Bel Aire St. Union City, CA 94587 510-487-4530 x60992	2	8:00 a.m. – 1:00 p.m.
Searles Elementary School	Gloria Garcia	33629 15th Street Union City, CA 94587 510-471-2772 x61059	2	8:00 a.m. – 1:00 p.m.
Cesar Chavez Middle School	Olga Garcia	2801 Hop Ranch Road Union City, CA 94587 510-487-1700 x60093	2	8:00 a.m. – 1:00 p.m.
Itliong-Vera Cruz Middle School	Erlinda Viray	31604 Alvarado Blvd Union City, CA 94587 510-489-0700 x60602	2	8:00 a.m. – 1:00 p.m.
James Logan High School	Diane Garcia	1800 H Street Union City, CA 94587 510-471-2520 x60180	2	8:00 a.m. – 1:00 p.m.

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Conley-Caraballo High School	Teresa Banuelos	541 Blanche Street Hayward, CA 94544 510-471-5126	1	8:30 a.m. – 9:30 a.m.
Mary Cordoza Center	Nicandra(Nicky) D Santillan	2831 Faber St Union City, CA 94587 Phone: (510) 475-3992	1	6:00 a.m. – 8:30 a.m.

IV. GENERAL TERMS, CONDITIONS, INSTRUCTIONS, AND INFORMATION FOR VENDORS/BIDDERS

A. DEFINITIONS

"District" means New Haven Unified School District; "Contractor" means Vendor to whom the Purchase Order is made, "Purchase Orders" are generated by the Business Office.

B. CONTRACT INTERPRETATION

1. Articles and services covered by this quotation must comply with applicable laws, ordinances and other legal requirements.
2. A written purchase order or other acceptance mailed or otherwise furnished to the successful bidder within specified acceptance time results in a binding contract without further action by either party. If the price, taxes, surcharge, shipping etc. indicated in the purchase order is different or higher the vendor must notify the Business Services department prior to delivery of goods and services.
3. Should any questions arise as to the meaning and intent of the contract, the matter shall be referred to the Chief Business Officer, New Haven Unified School District, who shall decide the true meaning and intent of the contract, and his decision shall be final and conclusive.

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C. INFRINGEMENTS – INDEMNIFICATION

1. The Vendor/Contractor shall assume the defense of all claims and suits against the District, its officers and agents, for infringement of the patents, copyrights, or trademarks of any person arising out of the use by the District, its officers or agents, or any article supplied under this quotation, and the Contractor shall indemnify and hold harmless the District, its officers and agents, from any and all liability loss, or damage arising from such claims or suits.

2. The Vendor/Contractor agrees to hold the New Haven Unified School district harmless from any and all claims and liabilities for damage to all persons including but not limited to employees of the Contractor, arising out of and in the course of the performance of this agreement.

D. CONDITION OF ARTICLES

Articles offered and furnished must be new and previously unused, and of manufacturer's latest model, unless otherwise specified herein.

E. INSPECTION

All articles supplied shall be subject to inspection and rejection by the Business Department or at the delivery location.

F. FAILURE TO DELIVER

When Vendor/Contractor fails to deliver an article or service of the quality, in the manner or within the time called for by his contract, such article or service may be bought from any source by the Business Department and if a greater price than that named in the contract be paid for such article or service the excess price will be charged to and collected from the contractor or sureties on his bond if bond has been required.

G. FIRM PRICE

Prices/quotations must be firm and shall be in effect for a period of not less than twelve (12) months.

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H. CAL-OSHA

CAL-OSHA required if applicable.

I. DELIVERIES

F.O.B. destination in Union City otherwise specified.

J. INSURANCE

Insurance requirements as per item (5) of Contract Agreement attached.

K. RESERVATIONS

New Haven Unified School District reserves the right to reject any and all bids and to waive any informality, technical defect, or clerical error in this Bid, as the interests of New Haven Unified School District may require. The District reserves the right to reject the Bid Proposal Package submitted by any bidder who in its opinion has previously failed to perform satisfactorily when providing services of a similar nature to any school district or county.

L. CONFIDENTIALITY OF PROPOSAL CONTENTS

Following the award of the contract, Proposals may be subject to release as public information under applicable law unless the Proposal or specific parts of the Proposal can be shown to be exempt from disclosure under such law. Vendors are advised to consult as necessary with legal counsel regarding disclosure issues and take appropriate precautions to safeguard trade secrets and confidential data. The District assumes no obligation or responsibility for asserting legal arguments concerning exemption from disclosure on behalf of any Vendor.

If any Vendor believes that portions of a Proposal constitute trade secrets or confidential commercial, financial, geological, or geophysical data, then the Vendor must so specify by, at a minimum, stamping in bold red letters the term “CONFIDENTIAL” on that part of the Proposal which the Vendor believes to be protected from disclosure. All Proposals and parts of Proposals that are not marked as confidential may be automatically considered public information after

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a contract is awarded. The Vendor is hereby notified that the District may consider all or parts of the Proposal public information under applicable law even though marked confidential.

M. NO REPRESENTATIONS

The District makes no representations or guarantees of any kind, express or implied, with regard to the matters contained in this RFP, including any exhibits, attachments, letters of transmittal, or any other related documents. Each Vendor must rely solely on its own independent assessment as the basis for the submission of any Proposal.

N. BID PROTESTS

Any Vendor protesting the award of a contract to another Vendor must do so, in writing to the District, within five (5) days after it receives a Notice of Award from the District. The District shall provide a timely response to the Vendor's Protest. The Vendor may appeal the District's decision to the Board of Education for the District. If the Protest to the Award shall result in another Vendor not receiving a contract with the District, that other Vendor may participate in the RFP Process. Protests involving non-material irregularities in the processing or evaluation of RFPs shall be rejected.

O. MISCELLANEOUS

- i. By issuing this RFP, the District assumes no obligation, explicit or implied, to make an award to any Vendor.
- ii. For any products or services not included in the initial contract award, Vendor agrees to hold prices as proposed for one (1) year following the initial award unless mutually agreed otherwise in the negotiated final contract.
- iii. Any published price change after the RFP submission date will not be considered in the evaluation of proposals. However, once a Vendor has been selected as the finalist Vendor, District reserves the right to apply

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the lower of the published prices with the proposed discounts applied or the proposal prices, whichever are lower.

- iv. In the event of any conflict or ambiguity between the terms of this RFP and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed shall conform to all applicable requirements of local, state and federal law.
- v. The successful Response to this RFP and any NHUSD generated Amendments to this RFP shall all become an integral part of any Vendor / NHUSD contract resulting from this RFP.
- vi. New Haven Unified School District is not liable for any cost associated with the preparation or presentation of any proposals.
- vii. Proposals submitted to the District will not be returned to the bidder.
- viii. New Haven Unified School District has right to cancel this RFP at any time and to reissue it for any reason whatsoever.
- ix. New Haven Unified School District reserve the right to negotiate any alterations to bid specifications due to oversight or error.

V. OTHER TERMS AND CONDITIONS

A. CONTRACT TERMS & CONDITIONS

i. Services Contractor Agrees To Perform

The Contractor shall provide the District with Milk/Dairy – Multiple Site Drops as per RFP #791 (Bid/RFP#), received and opened on May 25, 2018. All Other Terms & Conditions of the RFP become part of this Contract.

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ii. **Term Of Agreement**

The term of the contract shall be twelve (12) months from the award date. This contract may be extended for a period or periods or up to two additional years by mutual agreement.

B. AWARD OF CONTRACT

- i. The District reserves the right to reject any or all Bids, or to waive any irregularities or informalities in any Bids. Further, the District reserves the right to be the sole judge of the merit and qualifications of products and/or services offered. The District may award the bid in the most beneficial manner to the District: either in aggregate of all items or individual line items.
- ii. After the Bids have been opened, and the lowest responsible bidder determined, they will be submitted to the Governing Board of the District for approval. Should an award be made, the successful contractor will be notified in writing and a purchase order will be issued for the procurement of items.

C. SUGGESTED ENHANCEMENTS; REFERENCES

The Vendor may, but shall not be required to, propose additional suggested enhancements beyond the scope of this RFP as part of its Proposal. However, Proposals should clearly indicate any elements of the Proposal that are suggested enhancements, and the Proposal Costs must clearly indicate the base cost to provide the equipment, software and training services sought by this RFP. Selection of any Proposal by the District shall not obligate the District to purchase any suggested enhancements included in that Proposal.

D. QUESTIONS

All questions regarding this RFP shall be submitted by email no later than **5:00 p.m. on Monday, May 21, 2018** to the District employee designated below. No telephone questions shall be entertained.

Vachan Boja
Food & Nutrition Services
New Haven Unified School District
vboja@nhusd.k12.ca.us

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E. AMENDMENTS

The District may, at its sole discretion, issue amendments to this RFP at any time prior to the deadline stated below. The District shall attempt to issue all amendments, if any, prior to **May 25, 2018**, but may issue amendments after that date if necessary. In order to receive such amendments, each Vendor intending to make an offer in response to this RFP is requested to designate to the person named in Section VI, above, an email address to which such amendments should be sent.

The District is not responsible for ensuring that amendments are received by any person or entity not providing a valid email address for receipt of such amendments. Each Vendor is required to acknowledge receipt of any amendments issued to this RFP by completing Exhibit B and attaching it to the Vendor's Bid.

F. SUBMISSION OF BID

Sealed Bids shall be submitted to:

Annette Heldman
Chief Business Officer
New Haven Unified School District
34200 Alvarado-Niles Rd
Union City, California 94587

Bids must be received at or before **10:00 a.m. Pacific Standard Time on Friday, May 25, 2018** ("Deadline"). Bids must be received in sealed envelopes or containers clearly showing the Vendor's company name and address. Faxed Bids will not be accepted. Only Bids received by the Deadline will be considered. Each submission shall consist of one signed original Bid and three copies of the Bid. Each Bid received in response to this RFP shall remain the property of the District. Any Vendor may modify or withdraw a Bid in writing at any time prior to the Deadline.

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G. WITHDRAWAL OF BID

Any Bidder may withdraw his or her Bid, either personally or by written request, at any time prior to the scheduled time for receipt of Bids. A successful Bidder shall not be relieved of the Bid submitted without New Haven Unified consent or Bidder's recourse pursuant to Public Contract Code Section 5100 et seq.

H. BIDDER'S SIGNATURE AND AUTHORITY

Each Bid must provide the full business address of the Bidder and be signed by Bidder with Bidder's usual signature. All required signatures must be in longhand. The name of the person signing shall also be typed or printed below the signature.

All Bids must include a signed Suspension And Debarment Certification, U.S. Department of Agriculture.

END OF DOCUMENT

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VENDOR REPRESENTATION AND CERTIFICATION

The undersigned hereby affirms that:

1. He/she is a duly authorized agent of the Vendor with the authority to submit a BID on behalf of the Vendor (corporate or other authorization confirmation may be requested prior to final contract execution).
2. He/she has read the complete RFP and all amendments issued pursuant thereto.
3. The offer complies with State conflict of interest laws. The Vendor certifies that no employee of its firm has discussed, or compared the BID with any other Vendor or District employee, and has not colluded with any other Vendor or District employee.
4. If the Vendor's BID is accepted by the District on or before June 19, 2018, the Vendor will enter into a contract with the District to provide the services described by the BID/RFP on terms mutually acceptable to the District and the Vendor.

I hereby certify that I am submitting the attached BID on behalf of _____
_____ [Specify Entity Submitting BID/RFP]. I understand that by virtue of
executing and returning with the BID this required response form, I further certify that the
Vendor understands and does not dispute any of the contents of this Request for Bids (except
as may be noted in the BID).

Submitted: _____
Date

Company Name: _____

Address: _____

Telephone: FAX: E-Mail: _____

By: _____ Date: _____
Manual Signature of Agent(s)

Name and Title of Authorized Agent: _____

NOTE: If joint venture, each separate party must provide a completed certification form.

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BID PROPOSAL FORM**

PRODUCT	Quantity (Estimate)	SINGLE DROP SITE [Mary Cordoza Center]		MULTIPLE DROP SITES [Mary Cordoza Center + School Sites]	
		Unit Price	Extended Price	Unit Price	Extended Price
Milk: 1%, Half-Pint (White)	169,200 units				
Milk: Non-Fat, Favored, Half-Pint (Chocolate)	759,900 units				
For Delivery at Mary Cordoza Center:					
Cottage Cheese: 5lb	160 units				
Buttermilk: ½ Gallon	720 units				
Yogurt: Low Fat, Quart, assorted flavors	513 units				

END OF DOCUMENT

SUSPENSION AND DEBARMENT CERTIFICATION U.S. DEPARTMENT OF AGRICULTURE

INSTRUCTIONS: SFA to obtain from any potential vendor or existing contractor for all contracts in excess of \$100,000. This form is required each time a bid for goods/services over \$100,000 is solicited or when renewing/extending an existing contract exceeding \$100,000 per year (Includes Food Service Management and Food Service Consulting Contracts).

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 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 with which this transaction originated.

(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 is presently debarred, suspended, proposed for debarment, 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.

Name of School Food Authority

Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant):

Printed Name

Title

Signature

Date

DO NOT SUBMIT THIS FORM. RETAIN WITH THE APPLICABLE CONTRACT OR BID RESPONSES.

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant (one whose contract for goods or services exceeds the Federal procurement small purchase threshold fixed at \$100,000) 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 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 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.
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 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 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 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.