



**REQUEST FOR BIDS**

**REFRIGERATED DELIVERY  
TRUCKS  
FOR  
CHILD NUTRITION SERVICES (CNS)**

SANTA ROSA CITY SCHOOLS  
211 Ridgway Avenue  
Santa Rosa, CA 95401

**Request for Bids Issued: February 27, 2023**  
**Deadline for Submittal of Bids: March 21, 2023**

## NOTICE INVITING BIDS

1. Notice is hereby given that the Governing Board of Santa Rosa City Schools (“District”), of the County of Sonoma, State of California, will receive sealed bids for Refrigerated Delivery Trucks for Santa Rosa City Schools Child Nutrition Services (CNS) Program (“Project”) up to, but not later than, 2:00 p.m., on March 21, 2023. All bids shall be received at the office of Santa Rosa City Schools Purchasing Department located at 211 Ridgway Avenue, Santa Rosa, California, 95401.
2. Each bid shall include all elements of the RFB, required documentation, and must conform and be fully responsive to this invitation. Copies of the RFB and required documentation are available for examination at the Santa Rosa City Schools Purchasing Department, County of Sonoma, and on the District’s website:  
  
<https://www.srcschools.org/site/Default.aspx?PageID=2222>
3. No bid may be withdrawn for a period of sixty (60) days after the date set for the opening of bids except as provided by Public Contract Code §§5100 *et seq.* The District reserves the right to reject any and all bids and to waive any informalities or irregularities in the bidding.

SANTA ROSA CITY SCHOOLS

By: Kelley Cook, Director of Purchasing

DATED: February 23, 2023

Publication Dates: 1) February 27, 2023 2) March 6, 2023

**REQUEST FOR BIDS**  
**REFRIGERATED DELIVERY TRUCKS FOR SANTA ROSA CITY SCHOOLS (SRCS)**  
**CHILD NUTRITION SERVICES (CNS)**

Santa Rosa City Schools (herein after referred to as “SRCS”) is soliciting formal bids from vendors for the purchase of Refrigerated Delivery Trucks for its Child Nutrition Services (CNS) Program, as further set forth in Exhibit “A.”

Qualified vendors are invited to submit one (1) original, five (5) copies and an electronic version of said bid that meet the requirements described herein no later than **2:00 p.m. on March 21, 2023**, to the following address:

Kelley Cook Director of Purchasing Santa Rosa City Schools 211 Ridgway Avenue Santa Rosa, CA 95401
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This Request for Bids does not commit Santa Rosa City Schools to award a contract or pay any costs incurred in the preparation of a bid responsive to this request. SRCS reserves the right to accept all or part of any bid or to cancel in part or in its entirety this Request for Bids.

No bid may be withdrawn for a period of sixty (60) days after the date set for the opening of bids except as provided by Public Contract Code §§5100 *et seq.* SRCS reserves the right to waive any informalities or irregularities in the bidding.

Thank you for your interest in working with Santa Rosa City Schools.

Kelley Cook  
Director of Purchasing

## INSTRUCTIONS FOR SUBMITTAL OF BIDS

### I. PURPOSE OF REQUEST FOR BIDS

#### A. Background Information

SRCS is soliciting formal bids from vendors for the purchase of Refrigerated Delivery Trucks for its Child Nutrition Services (CNS) Program. The specific vehicles SRCS wishes to acquire are as described in Exhibit “A” – Scope of Work.

### II. GENERAL INSTRUCTIONS

#### A. Submittal of Bids

Bidders shall complete and submit the Bid Proposal Form (including Exhibit “A”) and execute: the Proposal Page, Specification Variance Form, Offer to Enter Into Agreement, Non-Collusion Declaration, Subcontractor List Form, Workers’ Compensation Certification, Contractors Certification Regarding AB&TF Campus Policy, Contractors Certification Regarding Drug-Free Workplace, Suspension & Debarment Certification, US Department of AG Certification Regarding Lobbying, Disclosure of Lobbying Activities, and Acknowledgment of SRCS Agreement.

Bids should be reviewed for accuracy before submission to SRCS since said document may not be adjusted after submission to SRCS. SRCS will not be responsible for errors or omissions in any response. SRCS reserves the right to reject any and all bids, or to waive any irregularities, or informalities in the bid.

#### B. Bid Timeline

The following are important dates for the timeline of this bid:

February 27, 2023	Publication 1
March 6, 2023	Publication 2
March 10, 2023	Deadline for questions on bid document
March 13, 2023	Deadline for proposed substitutions
March 21, 2023	Bid Dues

The District reserves the right to alter any of these dates.

#### C. Bid Due Date and Award

All bids shall be submitted by **2:00 p.m. on March 21, 2023** to the Santa Rosa City Schools Purchasing Department at 211 Ridgway Avenue, Santa Rosa, CA 95401.

The Contract will be awarded, if at all, within sixty (60) calendar days after the review of bids to the lowest responsible and responsive bidder, subject to Governing Board approval. The time for awarding the Contract may be extended by SRCS with the consent of the lowest responsible, responsive bidder.

**D. Signatures**

All bids must include a signature of an authorized officer of the vendor submitting the bid. A signature form has been included with this document.

**E. Disqualified Bids**

Any bid received after **2:00 p.m. on Tuesday, March 21, 2023**, shall be refused and returned to the vendor unopened.

**F. Withdrawal of Bids**

Vendors may withdraw their bid, either personally or by written request, at any time prior to **2:00 p.m. Monday, March 21, 2023**. Any request to withdraw a bid is effective only if *received* by SRCS before **2:00 p.m. on Tuesday, March 21, 2023** at the following location:

**Kelley Cook, Director of Purchasing**  
**Santa Rosa City Schools**  
**211 Ridgway Avenue**  
**Santa Rosa, California 95401**  
**Phone: (707) 890-3800 x80223**  
**E-Mail Address: [kcook@srcs.k12.ca.us](mailto:kcook@srcs.k12.ca.us)**

**G. Copies of Bids**

Each vendor submitting a bid must include one (1) original, five (5) copies of the original and an electronic version of the bid.

**H. Contacts**

In order to control information disseminated regarding this bid, vendors interested in submitting bids are directed **not** to make personal contact with members of the Board of Trustees and SRCS Administration with the exception of the individual listed below:

**Kelley Cook, Director of Purchasing**  
**Santa Rosa City Schools**  
**211 Ridgway Avenue**  
**Santa Rosa, CA 95401**  
**Phone: (707) 890-3800 x80223**  
**E-Mail Address: [kcook@srcs.k12.ca.us](mailto:kcook@srcs.k12.ca.us)**

**I. Execution of Contract**

After bids are opened and evaluated the District shall circulate a Notice of Intent to Award the Contract to all entities who properly submit a bid. The successful bidder shall, within ten (10) calendar days of the Notice of Intent of Award of the Contract, sign and deliver to SRCS an executed version of the Contract along with providing certificates of insurance required by the Contract Documents. In the event the successful bidder fails or refuses to execute the Contract or fails to provide the certificates as required, SRCS may award the work to the next lowest responsible, responsive bidder, or may reject all bids and, in its sole discretion, call for new bids. In all cases, SRCS reserves the right, without any liability, to cancel the award of Contract at any time prior to the full execution of the Contract and approval of the Contract by the District's Governing Board.

**J. Bid Exceptions, Modification of Bids**

Bid exceptions are not allowed. No oral or telephonic modification of any bid submitted will be considered and a sealed written modification may be considered only if received prior to the opening of bids. E-mailed or faxed bids or modifications will not be accepted.

**K. Discounts**

Any discounts which the bidder desires to provide SRCS must be stated clearly on the bid form itself so that SRCS can calculate the net cost of the bid proposal. Offers of discounts or additional services not delineated on the bid form will not be considered by SRCS in the determination of the lowest responsible responsive bidder.

**L. Quantities**

The quantities shown on the specifications (Exhibit "A") are approximate. SRCS reserves the right to increase or decrease quantities as desired.

**M. Prices**

Bidders shall bid each item on Exhibit "A" separately. Bid prices must include all costs (including taxes) necessary to deliver the product to the District's site. The District may award each item to the low bidder for that item.

**N. Questions and Substitution Requests**

Vendor shall provide the exact item specified on Exhibit "A" – to the Bid Form, or an "equal" product. If Vendors wish to propose an alternative, but "equal" product, they shall provide such proposal, by completing the Specification Variance Form, and submit *via email* to the contact described above, with supporting information at least **five (5) working days** prior to the bid due date. Such vendors shall have the burden of demonstrating that the product is equal. Vendors may produce sample products at their discretion to meet the burden of establishing that the product is equal. If the school district determines that any product is acceptable as an "equal" substitution, it shall post to its website **no later than March 15, 2023** as to the

acceptance of “equal” substitution.

Any questions concerning this RFB must be submitted *by email* to the above described contact's address within the same time period as questions regarding the bid as described above. To the extent the District deems it necessary, the District shall provide responses to individual queries as soon as practicable. An anonymous summary of all Q&A's will be posted to the SRCS website **no later than March 15, 2023**. By submitting a bid, a bidder agrees that a bidder's failure to request clarification or interpretation of an apparent error, inconsistency or ambiguity in the bid documents waives that bidder's right to thereafter claim entitlement to additional compensation based upon any ambiguity, inconsistency, or error, which should have been discovered by a reasonably prudent bidder, subject to the limitations of Public Contract Code §1104.

**O. Bid Negotiations**

A bid response to any specific item of the bid using terms such as “negotiable,” “will negotiate,” or similar phrases, will be considered non-responsive.

**P. Allowances**

An “allowance” means an amount included in the bid proposal for work that may or may not be included in the Project, depending on conditions that will become known only after the Project is underway.

**Q. Additive and Deductive Items: Method of Determining Lowest Bid**

Pursuant to Public Contract Code §20103.8, if the bid solicitation includes additive and/or deductive items, the checked [X] method shall be used to determine the lowest bid: [check one]

(a) The lowest bid shall be the lowest bid price on the base contract without consideration of the prices on the additive or deductive items.

(b) The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that were specifically identified in the bid solicitation or Bid Proposal Form as being used for the purpose of determining the lowest bid price.

(c) The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items taken in order from a specifically identified list of those items that, when in the solicitation, and added to, or subtracted from, the base contract, are less than, or equal to, a funding amount publicly disclosed by the District before the first bid is opened.

(d) The lowest bid shall be determined in a manner that prevents any information that would identify any of the bidders or the proposed Subcontractors or suppliers from being revealed to the public entity before the ranking of all bidders from lowest to highest has been determined.

If no method is checked, sub-paragraph (a) shall be used to determine the lowest bid.

Notwithstanding the method used by the District to determine the lowest responsible bidder, the District retains the right to add to or deduct from the Contract any of the items included in the bid solicitation.

**R. Subcontractors**

Every bidder shall, on the enclosed Subcontractor List Form, set forth:

a. The name and location of the place of business of each Subcontractor who will perform work or labor or render service to the bidder in or about the work or fabricate and install work in an amount in excess of one-half (1/2) of the one percent (1%) of the bidder's total bid.

b. If the bidder fails to specify a Subcontractor for any portion of the work to be performed under the Contract in excess of one-half (1/2) of one percent (1%) of the bidder's total bid, bidder agrees that bidder is fully qualified to and shall perform that portion of the work. The successful bidder shall not, without the written consent of SRCS:

- 1) Substitute any person as Subcontractor in place of the Subcontractor designated in the original bid;
- 2) Permit any subcontract to be voluntarily assigned or transferred or allow the work to be performed by anyone other than the original Subcontractor listed in the bid; or
- 3) Sublet or subcontract any portion of the work in excess of one-half (1/2) of one percent (1%) of the total bid as to which the bidder's original bid did not designate a Subcontractor.

**S. Licenses and Permits**

Each bidder shall at all times possess all appropriate and required licenses or other permits to perform the work that shall be required by the Contract Documents. Upon request, each bidder shall furnish SRCS with evidence demonstrating possession of the required licenses or permits.

**T. Bidders Interested in More Than One Bid**

No person, firm, or corporation shall make, or file, or be interested in more than one bid. However, a person, firm, or corporation that has submitted a subproposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders or from submitting a prime proposal.



## **U. Bid Protest**

Any bid protest must be in writing and received by SRCS before 5:00 p.m. no later than five (5) working days following receipt of a Notice of Intent to Award and shall comply with the following requirements:

a. The bid protest must contain a complete statement of the basis for the protest and all supporting documentation.

b. The party filing the protest must have actually submitted a bid for the Project. A Subcontractor of a bidder submitting a bid for the Project may not submit a bid protest. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.

c. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based.

d. The protest must include the name, address and telephone number of the person representing the protesting bidder.

e. The bidder filing the protest must concurrently transmit a copy of the bid protest and all supporting documentation to all other bidders with a direct financial interest which may be affected by the outcome of the protest, including all other bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

f. The bidder whose bid has been protested may submit a written response to the bid protest. Such response shall be submitted to SRCS before 5 p.m. no later than two (2) working days after the deadline for submission of the bid protest or receipt of the bid protest, whichever is sooner, and shall include all supporting documentation. Such response shall also be transmitted concurrently to the protesting bidder and to all other bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

g. The procedure and time limits set forth in this section are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. The bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code claim or legal proceedings.

h. If SRCS determines that a protest is frivolous, the protesting bidder may be determined to be non-responsible and that bidder may be determined to be ineligible for future contract awards by SRCS.

- i. A “working day” for purposes of this section means a weekday during which SRCS’s office is open and conducting business, regardless of whether or not school is in session.

### **III. CONTENTS OF BIDS**

#### **A. General**

Respondents shall submit one (1) original plus five (5) copies of the RFB. Further, a CD or electronic version of the RFB shall also be presented to SRCS at the time the RFB is submitted. **The envelope in which the copies are submitted must identify the title of the RFB.**

All bidders shall follow the order and format specified below.

#### **B. Vendor Provided Evidence of Responsibility**

Vendor shall complete the Bid Proposal Form attached to this bid package and provide the requested information. SRCS may request additional information at its discretion. SRCS may consider all such evidence before making its decision to award the Contract. Failure to submit requested evidence may result in rejection of the bid.

#### **C. Warranties**

Warranty requirements are specified in Exhibit “A” - Scope of Work. The vendor agrees that all items furnished under the Contract shall be covered by most favorable commercial warranties (to included merchantability) that the vendor provides any customer for such items, and that the right and remedies provided therein are in addition to any other provisions of the Contract.

#### **D. References and Description of Experience**

This section shall identify similar projects that the vendor has completed as outlined in **Exhibit “A” – Scope of Work**. Include the names and contact numbers of individuals familiar with your work that can be contacted by SRCS staff.

#### **E. SRCS Required Forms**

Your bid must include SRCS Required Documents that are enclosed herein which include the Bid Proposal Form, Proposal Page, Specification Variance Form, Offer to Enter Into Agreement, Non-Collusion Declaration, Subcontractor List Form, Workers’ Compensation Certification, Contractors Certification Regarding AB&TF Campus Policy, Contractors Certification Regarding Drug-Free Workplace, Suspension & Debarment Certification, US Department of AG Certification Regarding Lobbying, Disclosure of Lobbying Activities, and Acknowledgment of SRCS Agreement.

**F. Payment Terms**

The Vendor shall invoice the District for all items upon delivery. The District shall issue Purchase Orders to the vendor for the invoice(s). Invoices must itemize the billing for materials, services and sales tax. The invoice must state the Purchase Order Number.

SRCS shall make payment within 30 days after delivery of order and receipt of invoice, whichever is later. Invoices should be sent to Santa Rosa City Schools, Attention Accounting Department, 211 Ridgway Avenue, Santa Rosa, CA 95401 or faxed to 707-890-3795.

**G. Delivery Requirements**

Bidders shall be required to deliver all items awarded to Santa Rosa City Schools located at 211 Ridgway Avenue, Santa Rosa, CA 95401 **within 8-10 weeks (By June 30, 2023)** after receipt of a Notice to Proceed for the performance of this bid (the "Completion Date").

All items on which bids are accepted shall be new and in first class condition. Prior to delivery, all equipment shall be tested and integrated at the bidder's facility. All items found faulty shall be replaced prior to delivery, installation and acceptance by the District. Delivery will be coordinated with the District's designated representative. Each shipment shall be clearly marked with the District purchase order number. Failure to mark the packages may delay District acceptance and payment for the shipment.

**H. Inspection and Acceptance**

All items provided under this RFB shall meet or exceed the bid specifications outlined in Exhibit "A", and shall comply with all Federal and California State laws governing their productions, handling, processing and labeling. Inspection and acceptance of all items shall be at Santa Rosa City Schools, 211 Ridgway Avenue, Santa Rosa, CA 95401. Items found to be defective or not in accordance with the RFB specifications shall be replaced immediately by the vendor at no cost to SRCS. Failure to replace said items shall be considered sufficient cause for termination of the Contract.

## **NOTICE**

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, etc.), 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.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), 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).

**EXHIBIT “A”  
SCOPE OF WORK**

The purpose of this Request for Bids is to invite prospective companies to prepare and submit a proposal to furnish Five (5) food service delivery trucks with 18’ insulated refrigerated boxes built to specification. The contractor must make such trucks available to the District that may be ordered, and at the prices offered herein. Vehicles to be delivered by 6/30/2023. The District shall not be obligated to purchase any particular quantity of trucks.

**SPECIFICATIONS**

All trucks must meet the specifications set forth in the following pages. The District reserves the right to waive minor variations in specifications, evaluate bid offerings and make awards considering the equipment being offered and its ability to perform the task for which it is being procured. Bids varying from District specifications in any major detail are not solicited and may be disqualified. The District’s opinion shall be final. Prices shall be FOB Santa Rosa City Schools.

All trucks must be Izuzu NPR HD or equivalent.

MISSION:	Requested GVWR: 14000. Calc. GVWR: 14000 Calc. Start/Grade Ability: 22.65% / 2.35% @ 55 MPH Calc. Geared Speed 79.7 MPH
DIMENSION:	Wheelbase: 205.00, CA: 137.90, Axle to Frame: 79.00
ENGINE, DIESEL:	TRANSMISSION, AUTOMATIC: {Allison 2100 HS or equal} 5 <sup>th</sup> Generation Controls, Close Ratio, 5-Speed with Overdrive, Less PTO Provision, Less Retarder, with 14,000-lb GVW and GCW Max
AXLE, FRONT NON-DRIVING: Capacity AXLE, REAR, SINGLE: Gearing,	{Meritor MFS-08-153B or equal} I-Beam Type 8,000-lb {Dana Spicer 19060S or equal} Single Reduction, Hypoid  19,000-lb Capacity, 190 Wheel Ends Gear Ratio: 4.88
CAB:	Conventional
TIRE, FRONT:	(2) 255/70R22.5 Load Range H HSR2 SA (CONTINENTAL), 565 rev/mile, 75 MPH, All-Position
TIRE, REAR:	(4) 255/70R22.5 Load Range H HSR2 SA (CONTINENTAL), 565 rev/mile, 75 MPH, all-Position
SUSPENSION, REAR, AIR, SINGLE: PAINT:	19,000-lb Capacity, 9.25” Ride Height, with Shock Absorbers Cab Schematic 100GA Location 1: 9219, Winter White (Std) Chassis schematic N/A
BASE CHASSIS: FRAME RAILS:	Heat Treated Alloy Steel (120,000 PSI Yield); 10.125” x 3.580” x 0.312” (257.2mm x 90.9mm x 8.0mm); 460.0” (11684mm) Maximum OAL
BUMPER, FRONT:	Full Width, Aerodynamic, Steel; 0.142” Material Thickness Includes: BUMPER, FRONT Powder Coated Gray (Argent) Color
WHEELBASE RANGE: FRONT NON-DRIVING: Capacity	199” (505cm) Through and Including 254” (645cm) AXLE, {Meritor MFS-08-153B or equal} I-Beam Type, 8,000-lb
SUSPENSION, FRONT, SPRING:	Parabolic, Taper Leaf; 8,000-lb Capacity; with Shock Absorbers Includes: SPRING PINS Rubber Bushings, Maintenance-Free
BRAKE SYSTEM, AIR:	Dual System for Straight Truck Applications Includes: BRAKE LINES Color and Size Coded Nylon

DRAIN VALVE Twist-Type  
 GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges, Located in Instrument Cluster  
 PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel  
 PARKING BRAKE VALVE For Truck  
 QUICK RELEASE VALVE On Rear Axle for Spring Brake  
 Release: 1 for 4x2, 2 for 6x4  
 SLACK ADJUSTERS, FRONT Automatic (with Air Cam Brakes)  
 SLACK ADJUSTERS, REAR Automatic (with Air Cam Brakes)  
 SPRING BRAKE MODULATOR R-7 for 4x2, SR-7 with relay valve for 6x4/8x6  
 AIR BRAKE ABS: {Bendix AntiLock Brake System or equal} Full Vehicle Wheel Control System (4-Channel)  
 AIR DRYER: {Bendix AD-9 or equal} with Heater  
 Includes: AIR DRYER LOCATION Inside Left Rail, Back of Cab  
 BRAKE CHAMBERS, FRONT AXLE: {Bendix or equal} 20 Sqin  
 BRAKE CHAMBERS, REAR AXLE: {Bendix EverSure or equal} 30/30 Spring Brake  
 BRAKES, FRONT, AIR CAM: S-Cam; 15.0" x 4.0"; Includes 20 Sq. In. Long Stroke Brake Chambers  
 BRAKES, REAR, AIR CAM: S-Cam; 16.5" x 7.0"; Includes 30/30 Sq. In. Long Stroke Brake Chamber and Spring Actuated Parking Brake  
 AIR COMPRESSOR: {Cummins or equal} 18.7 CFM Capacity  
 STEERING COLUMN: Tilting  
 STEERING WHEEL: 2-Spoke, 18" Dia., Black  
 STEERING GEAR: {TRW (Ross) TAS40 or equal} Power  
 EXHAUST SYSTEM: Single, Horizontal Aftertreatment Device, Frame Mounted Under Right Rail, Back of Cab, Includes Short Horizontal Tail Pipe  
 ELECTRICAL SYSTEM: 12-Volt, Standard Equipment  
 Includes: BATTERY BOX Steel  
 DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab  
 HAZARD SWITCH Push On/Push Off, Located on Top of Steering Column Cover  
 HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever  
 JUMP START STUD Located on Positive Terminal of Outermost Battery  
 PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light  
 STARTER SWITCH Electric, Key Operated  
 STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector  
 TURN SIGNAL SWITCH Self-Cancelling for Trucks with Lane Change Feature  
 TURN SIGNALS, FRONT Includes Reflectors and Auxiliary Side Turn Signals, Solid State Flashers; Flush Mounted WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn- Signal Lever

LIGHTER:	WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted
HORN, ELECTRIC:	WIRING, CHASSIS Color Coded and Continuously Numbered
ALTERNATOR:	Included
	(2) Disc Style
	{Leece-Neville AVI160P2013 or equal} Brush Type: 12 Volt 160 Amp.
BODY BUILDER WIRING:	Capacity, Pad Mount, with Remote Sense
	To Rear of Frame, with Stop, Tail, Turn, and Marker Lights
	Circuits, Ignition Controlled Auxiliary Feed and Ground, Less
	Trailer Socket
BATTERY SYSTEM:	{International or equal} Maintenance-Free, (3) 12-Volt 1950CCA
Total RADIO AM/FM/WB/CLOCK/	Auxiliary Input, MP3, Apple Device Play & Control, Bluetooth
BLUETOOTH/USB:	for Phone & Music, with Multiple Speakers
BACK-UP ALARM:	Electric, 102 dBA
POWER SOURCE, SPECIAL:	For Installed Lift Gate; 200 Amp Max, Includes 00ga.
	Power Cable to End of Frame, Optional Power (PDM) for Power
	Source, Latched Switch on Instrument Panel, with a Time Out
	Feature, Battery Discharge Protection, Controlling a Mag Switch
	Which Provides Power
BATTERY BOX:	Steel, with Plastic Cover, 25" Wide, 2 or 3 Battery Capacity,
	Mounted Right Side Under Cab
WINDSHIELD WIPER SPD	Force Wipers to Slowest Intermittent Speed when Park Bark Set
CONTROL:	and Wipers Left on a for a Predetermined Time
TEST EXTERIOR LIGHTS:	Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-
	up Lights
HEADLIGHTS ON W/WIPERS:	Headlights Will Automatically Turn on if Windshield Wipers are
	turned on
STARTING MOTOR:	{Delco Remy 38MT Type 300 or equal} 12 Volt; less Thermal
	Over- Crank Protection
SWITCH, TOGGLE, FOR WORK:	Lighted; on Instrument Panel and Wiring Effects for Customer
LIGHT:	Furnished End of Frame Light
INDICATOR, LOW COOLANT	with Audible Alarm
LEVEL:	
HEADLIGHT WARNING BUZZER:	Sounds When Head Light Switch is on and Ignition Switch is in
	"Off" Position
ALARM, PARKING BRAKE:	Electric Horn Sounds in Repetitive Manner When Vehicle Park
	Brake is "NOT" Set, with Ignition "OFF" and any Door Opened
HEADLIGHTS:	Halogen; Composite Aero Design for Two Light System
CIRCUIT BREAKERS:	Manual-Reset (Main Panel) SAE Type III with Trip Indicators,
	Replaces All Fuses
GRILLE:	Chrome
FRONT END:	Tilting, Fiberglass, with Three Piece Construction
PAINT SCHEMATIC:	Single Color: White
KEYS:	3 Sets per Vehicle, Includes Ignition and Cab Door Keys
ANTI-FREEZE:	Red, Extended Life Coolant, To -40 Degrees F/-40 Degrees C,
	Freeze Protections
ENGINE, DIESEL:	{Cummins B6.7 220 or equal} EPA 2017, 220HP @ 2400 RPM, 600 lb-
	ft Torque @ 1600 RPM, 2600 RPM Governed Speed, 220 Peak HP
	(Max)
FAN DRIVE:	{Borg-Warner SA85 or equal} Viscous Type,
	Screw On Includes: FAN Nylon
RADIATOR:	Aluminum; 2-Row, Cross Flow, Over Under System, 717 SqIn
	Louvered, with 313 SqIn Charge Air Cooler with In-Tank
	Transmission Cover

	Includes: DEAERATION SYSTEM with Surge Tank HOSE CLAMPS, RADITOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps RADIATOR HOSES Premium, Rubber with Service Protection Element Includes: GUAGE, AIR CLEANER RESTRICTION Air Cleaner Mounted
AIR CLEANER:	
FEDERAL EMISSIONS:	{Cummins B6.7 or equal} EPA, OBD and GHG Certified for Calendar Year 2023
THROTTLE, HAND CONTROL:	Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel
OIL PAN:	15 Quart Capacity, For Cummins ISB/B6.7 Engines
EMISSIONS COMPLIANCE:	Low NOx Idle Engine, Complies with California Clean Air Regulations; Includes “Certified Clean Idle” Decal local on Driver Door
TRANSMISSION, AUTOMATIC:	5 <sup>th</sup> Generation Controls, Close Ratio, 5-Speed with Overdrive, Less PTO Provision, Less Retarder Includes: OIL FILTER, TRANSMISSION Mounted on Transmission TRANSMISSION OIL PAN Magnet in Oil Pan
TRANSMISSION OIL:	Synthetic; 20 thru 28 Pints
SHIFT CONTROL PARAMETERS:	Allison 1000 or 2000 Series Transmissions, 5 <sup>th</sup> Generation Controls, Performance Programming
AXLE, REAR, SINGLE:	{Dana Spicer 19060S or equal} Single Reduction, Hypoid Gearing, 19,000-lb Capacity, 190 Wheel Ends, Gear Ratio: 4.88 Includes: REAR AXLE DRAIN PLUG (1) Magnetic, For Single Rear Axle
SUSPENSION, REAR, AIR, SINGLE:	{International or equal} Ride Optimized Suspension (IROS); 20,000-lb Capacity, 9.25” Ride Height, with Shock Absorbers Mounted Outside Left Rail, 54” Back of Cab
LOCATION FUEL/WATER SEPERATOR:	
FUEL/WATER SEPERATOR:	{Racor 400 Series or equal} with Primer Pump, Includes Water-in-Fuel Sensor
FUEL TANK:	Top Draw, Non-Polished Aluminum, D-Style, 16” Tank Depth, 50 US Gal (189L), with Quick Connect Outlet, Mounted Left Side, Under Cab
DEF TANK:	7 U.S. Gal. 26.5L Capacity, Frame Mounted Outside Left Rail Under Cab
CAB:	Conventional Includes: ARM REST (2) Molded Plastic; One Each Door CLEARANCE/MARKER LIGHTS (5) Flush Mounted COAT HOOK, CAB Located on Rear Wall, Centered Above Rear Window CUP HOLDERS Two Cup Holders, Located in Lower Center of Instrument Panel DOME LIGHT, CAB Rectangular, door activated and Push On- Off at Light Lens, Timed Theater Dimming, Integral to Console, Center Mounted GLASS, ALL WINDOWS Tinted GRAB HANDLE, CAB INTERIOR (1) “A” Pillar Mounted, Passenger Side



MOUNTING BRACKETS:	GRAB HANDLE, CAB INTERIOR (2) Front of "B" Pillar Mounted, One Each Side
GAUGE CLUSTER:	INTERIOR SHEET METAL Upper Door (Above Window Ledge) Painted Exterior Color for Catwalk, Less Roof Catwalk English with English Electronic Speedometer Includes: GAUGE CLUSTER (5) Engine Oil Pressure (Electronic), Water Temperature (Electronic), Fuel (Electronic), Tachometer (Electronic), Voltmeter ODOMETER DISPLAY Miles, Trip Miles, Engine Hours, Trip Hours, Fault Code Readout WARNING SYSTEM Low Fuel, Low Oil Pressure, High Engine Coolant Temp, and Low Battery Voltage (Visual and Audible) On Board Diagnostics Display of Fault Codes in Gauge Cluster
IP CLUSTER DISPLAY: GAUGE, DEF FLUID LEVEL: SEAT, DRIVER:	{National 2000 or equal} Air Suspension, High Back with Integral Headrest, Cloth, Isolator, 1 Chamber Lumbar, 2 Position Front Cushion Adjust, -3 to +14 Degree Back Angle Adjust Includes: 3-Point, Lap and Shoulder Belt Type Includes: SEAT BELT 3-Point, Lap and Shoulder Belt Type
SEAT, TWO-MAN PASSANGER:	{National or equal} Fixed Back, Integrated Headrest in Both Occupant Positions, Cloth, Less Under Seat Storage Compartment
MIRRORS (2):	{Lang Mekra or equal} Rectangular, Thermostatically Controlled Heated Heads, Black Heads, Brackets and Arms, Breakaway Type, 7.55" x 14.1" Integral Convex Both Sides, 102" Inside Spacing
ARM REST, RIGHT, DRIVER SEAT: AIR CONDITIONER:	{Blend-Air or equal} with Integral Heater & Defroster Includes: HEATER HOSES Premium HOSE CLAMPS, HE ATER HOSE Mubea Constant Tension Clamps REFRIGERANT Hydrofluorocarbon HFC-134A
INSTRUMENT PANEL: WINDOW, POWER:	Center Section, Flat Panel (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature
HVAC FRESH AIR FILTER: STORAGE POCKET DOOR: CAB INTERIOR TRIM:	Molded Plastic, Full Width, Mounted on Passenger Door Deluxe Includes: CAB INTERIOR TRIM PANELS Cloth Covered Molded Plastic, Full Height, All Exposed Interior Sheet Metal is Covered Except for the Following: With a Two-Man Passenger Seat the Back Panel is Completely Void of Covering CONSOLE OVERHEAD Molded Plastic with Dual Storage Pockets with Retainer Nets and CB Radio Pocket DOOR TRIM PANELS Molded Plastic, Driver and Passenger Doors FLOOR COVERING Rubber, Black HEADLINER Soft Padded Cloth INSTRUMENT PANEL TRIM Molded Plastic with Black Center Section STORAGE POCKET, DOOR (1) Molded Plastic, Full-Length; Driver Door

MIRROR, CONVEX HOOD	SUN VISOR (2) Padded Vinyl with Driver Side Toll Ticket Strap, Integral to Console {Lang Mekra or equal} for Left and Right Sides 7.44" Sq.
MOUNTED (2): WHEELS, FRONT:	{Maxion 90541 or equal} Disc, 22.5x8.25 Rims, Painted Steel, 2- Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs
PAINT IDENTITY, FRONT WHEELS:	Disc Front Wheels; with Vendor Applied White Powder Coat Paint
PAINT IDENTITY, REAR WHEELS:	Disc Rear Wheels, with Vendor Applied White Powder Coat Paint
(2) TIRE, FRONT:	255/70R22.5 Load Range H HSR2 SA (Continental or equal), 565 rev/mile, 75 MPH, All-Position
(4) TIRE, REAR:	255/70R22.5 Load Range H HSR2 SA (Continental or equal), 565 rev/mile, 75 MPH, All-Position
REFER BOX:	Furnish and Install 18 Ft. Morgan or equal Refer Body with Carrier Supra S8 Refer Unit or equal with Electric Stand-By Interior- LED- Lighting Backup- Camera Light Over Roll- up Door Cat Walk 3 Rows Cargotrol E Track Railing, 14" from Floor to Center, 24" from Floor to Center and 36" from floor to center Scuff Plate Aluminum Dog Leg Floor with 4 Drain Holes Aluminum Refer Body Pre-Painted White
LIFTGATE:	Maxon GPC33/44 X-4 or equal 85"x98.5" Steel Diamond Plate Platform with Cart Stops and cab power cut off. Lift gate controls to be mounted on rear passenger side of truck and 40" from floor to center on the interior passenger side of the truck. Side roll off guards installed.

## **Required Minimum Warranties**

<b>Basic Chassis, excluding normal wear &amp; tear item:</b>	Two Years, Unlimited Miles
<b>Engine, including block, heads, manifolds, timing Gears and housing, oil pump and all internal parts:</b>	Three Years or 150K Miles Whichever Comes First
<b>Drive Train, Axles</b>	Three Years
<b>Frame Side Rails, Cab Structure, Perforation &amp; Corrosion</b>	Five Years
<b>Truck Body</b>	Five Years
<b>Lift Gate</b>	One Year
<b>Refrigeration Unit</b>	One Year

**BID PROPOSAL FORM**

Governing Board  
Santa Rosa City Schools (District)

Dear Members of the Governing Board:

The undersigned, doing business under the name of \_\_\_\_\_, having carefully examined, the Notice Inviting Bids, the General Conditions, the Instructions to Bidders, the Specifications, and all other Contract Documents for the proposed Vehicles for Santa Rosa City Schools Child Nutrition Services (“Project”), proposes to perform all work and activities in accordance with the Contract Documents, including all of its component parts, and to furnish all required labor, materials, equipment, transportation and services required for the fulfillment of the Project in strict conformity with the Contract Documents, and the completed Bid Proposal Form, as follows:

The undersigned has checked carefully all the above figures and understands that the District is not responsible for any errors or omissions on the part of the undersigned in making this bid.

Vendor agrees to commence the work within the time specified in the Notice to Proceed. It is understood that this bid is based upon completing the work within the number of calendar days specified in the Contract Documents.

**ADDENDA:**

Receipt of the following addenda is hereby acknowledged:

Addendum # \_\_\_\_\_ Dated: \_\_\_\_\_ Addendum # \_\_\_\_\_ Dated: \_\_\_\_\_

Respectfully submitted,

Company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

*(Please Print Or Type)*

Date: \_\_\_\_\_

Telephone: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Company website: \_\_\_\_\_

Key contact personnel who will provide service:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Email address

Company Information:

\_\_\_\_\_  
Years in Business

\_\_\_\_\_  
Organizational structure

\_\_\_\_\_  
Years in business

**References of 3 most recent school or government clients similar to Santa Rosa City Schools**

Name	Entity Name	Contact Information

List and briefly describe all legal action for the past ten years in which your company has been: a debtor in bankruptcy; or a defendant in a lawsuit for deficient performance under a contract; or a defendant in an administrative action for the deficient performance on a project; or a defendant in any criminal action. Attach additional pages if necessary.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Describe the ability of your company to complete the project in the desired timeframe stated in the Request for Bids.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- Required Attachments:
- Proposal Page
  - Specification Variance Form
  - Offer to Enter Into Agreement
  - Non-Collusion Declaration

Subcontractors List Form  
Workers' Compensation Certificate  
Contractors Certification Regarding AB&TF Campus Policy  
Contractors Certification Regarding Drug-Free Workplace  
Suspension & Debarment Certification US Department of AG  
Certification Regarding Lobbying  
Disclosure of Lobbying Activities  
Acknowledgment of SRCS Agreement

**PROPOSAL PAGE**

Refrigerated Delivery Truck, as per bid specifications contained herein:

\$ \_\_\_\_\_ x 5 = \$ \_\_\_\_\_

Note: Above prices to include labor, material, warranties, taxes – including sales tax – and any and all other fees. Prices are to be firm, fixed prices. Price shall be FOB Santa Rosa City Schools.

If an order is placed, Refrigerated Delivery Truck shall be delivered to Santa Rosa City Schools \_\_\_\_\_ weeks after contractor’s receipt of District’s purchase order.

Bidder shall state Chassis make and model offered: \_\_\_\_\_

Bidder shall state Truck Body make and model offered: \_\_\_\_\_

Bidder shall state Lift Gate make and model offered: \_\_\_\_\_

Bidder shall state Refrigeration Unit make and model offered: \_\_\_\_\_

**Variances**

How many variances are proposed? \_\_\_\_\_

Is a “Specification Variance Form” enclosed with this bid for each variance being submitted?

\_\_\_\_\_ YES    \_\_\_\_\_ NO

Are the current literature and specifications clearly describing vehicle chassis, truck body, lift gate, and refrigeration unit enclosed with this bid as required?

\_\_\_\_\_ YES    \_\_\_\_\_ NO

**SPECIFICATION VARIANCE FORM**  
**A SEPARATE FORM MUST BE SUBMITTED FOR EACH VARIANCE**

COMPANY NAME:

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**ITEM SPECIFIED IN THE BID**

BID PAGE NUMBER: \_\_\_\_\_

BID PARAGRAPH OR SECTION NUMBER:

---

MANUFACTURER SPECIFIED (IF ANY):

---

MODEL NUMBER SPECIFIED (IF ANY):

---

TECHNICAL DESCRIPTION SPECIFIED:

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**PROPOSED VARIANCE**

INCLUDE ALL INFORMATION NECESSARY TO SUBSTANTIATE  
EQUIVALENCY TO THE BID SPECIFICATION

MANUFACTURER (IF ANY):

---

MODEL NUMBER (IF ANY):

---

TECHNICAL DESCRIPTION (ALSO ATTACH ANY APPROPRIATE  
MANUFACTURER'S LITERATURE, ENGINEERING DRAWINGS, AND  
PERFORMANCE DATA:



**OFFER TO ENTER INTO AGREEMENT**

The undersigned hereby proposes to enter into an agreement with Santa Rosa City Schools and furnish services as outlined in the request for bids subject to the terms and conditions contained therein.

**Name and Address of Organization**

**Signature of Authorized Officer or Employee of Organization**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
City and State

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Email Address

**NONCOLLUSION DECLARATION**

*To be executed by the respondent and submitted with the bid.*

\_\_\_\_\_, declares and says that he or she is \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid, and affirms that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or a sham; that the respondent has not directly or indirectly induced or solicited any other respondent to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any respondent or anyone else to put in a sham bid, or that anyone shall refrain from responding; that the respondent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the respondent or any other respondent, or to fix any overhead, profit, or cost element of the bid price, or of that of any other respondent, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true and correct; and, further, that the respondent has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: \_\_\_\_\_  
Signature \_\_\_\_\_

State of \_\_\_\_\_  
County of \_\_\_\_\_



## WORKERS' COMPENSATION CERTIFICATE

Labor Code §3700 in relevant part provides:

"Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees."

I am aware of the provisions of §3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract and will require all Subcontractors to do the same.

---

Vendor

By: \_\_\_\_\_

*In accordance with Article 5 (commencing at §1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this Contract.*

**CONTRACTOR’S CERTIFICATION REGARDING ALCOHOLIC  
BEVERAGE and TABACCO-FREE CAMPUS POLICY**

The Contractor agrees that it will abide by and implement the District’s Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, at any time, on District-owned or leased buildings, on District property and in District vehicles. The Contractor shall procure signs stating “ALCOHOLIC BEVERAGES AND TOBACCO USE IS PROHIBITED” and shall ensure that these signs are prominently displayed at all entrances to school property at all times.

DATE: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

BY: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_



**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 2017, Section 3017.510, Participants' responsibilities. The regulations were amended and published on August 31, 2005 in 70 Fed. Reg. 51865-51880. Copies of the regulation may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ THE INSTRUCTIONS ON THE FOLLOWING PAGE)

**A. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:**

1. Are not presently debarred, suspended, or proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. 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 (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;
3. 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 (A.2.) of this certification; and
4. 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.

**B. 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.**

\_\_\_\_\_  
Name of School Food Authority

\_\_\_\_\_  
Agreement

Number Potential Vendor or Existing Contractor (Lower Tier Participant):

\_\_\_\_\_  
Printed Name Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this form, the prospective primary participant is providing the certification set out on page 1 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 which 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, at 2 C.F.R. Parts 180 and 417. 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 System for Award Management (SAM) database.
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.

























