

REQUEST FOR PROPOSALS

For

THE PROVISION OF TRANSPORTATION SERVICES

(FOR KANSAS CITY, MISSOURI RESIDENTS ONLY)

Issued by:

Full Employment Council, Inc. Managing Entity/Fiscal Agent

1740 Paseo

Kansas City, MO 64108

(816) 471-2330

Pre-bid conference: Tuesday, November 2, 2021 at 10:00 a.m.

Deadline for Submission of Proposal: Friday, November 19, 2021, by 5:00 p.m.

FULL EMPLOYMENT COUNCIL, INC.

FOR THE PROVISION OF TRANSPORTATION SERVICES FOR
KANSAS CITY, MISSOURI RESIDENTS ONLY

I. PUBLIC NOTICE AND PRE-BID CONFERENCE

Notice is hereby given that Full Employment Council (FEC) will release a Request for Proposal (RFP) for the provision of transportation services for Kansas City, Missouri residents for the period of September 1, 2021 through August 31, 2022.

A pre-bid conference will be held at FEC, 1740 Paseo, Kansas City, Missouri, on Tuesday, November 2, 2021 at 10:00 a.m.

II. FUNDING LEVEL

The Full Employment Council (FEC) currently has received \$120,600.00 from the City of Kansas City Missouri through the Kansas City Area Transportation Authority to disburse for transportation services for *Kansas City, Missouri residents* to help them get to and from work, thereby eliminating transportation barriers and enabling clients to become more economically self-sufficient.

III. PURPOSE

1. The purpose of this request is to solicit proposals to provide transportation for KCMO residents. KCMO residents will be identified by the FEC or its subcontractors, as working customers in need of transportation to jobs. The Transportation Provider must be able to operate during peak and non-peak hours, on a 24-hour basis. Transportation services should include designated pick-up points, door-to-door and/or curb-to-curb pick-ups. FEC will select the appropriate transportation services for each client. The transportation services will not be for more than 20 miles each way from the client's residence.

2. **Services To Be Performed**

FEC requests that transportation services be provided to an employment area for new FEC client groups of five or more persons. FEC requests that transportation services be available for door-to-door pick-ups. The transportation services will not be for more than 20 miles each way from the client's residence. Other special routes may be determined in order to facilitate and sustain the employment of KCMO resident customers. Transportation services will be made available for a guaranteed period of at least 30 days, but not more than 90 days, during the period of September 1, 2021 through August 31, 2022, unless terminated sooner per the contractual termination provision. FEC acknowledges that the provision of the specified transportation services is contingent upon the availability of local funding generated by the Kansas City, Missouri transportation sales tax. Other special routes may be determined in order to facilitate and sustain the employment of KCMO resident customers.

3. **Cost of Service**

The provider will agree to submit invoices for purchased transportation related to this proposal to FEC for approval and payment. All approved purchased transportation expenditures associated with this proposal will be paid by FEC. The provider is required to invoice FEC by the 5th of each month for transportation services provided during the previous month. FEC will pay for transportation services within thirty (30) days following receipt of verified invoices.

Total fares remitted by FEC clients to the provider will be retained by the provider. Cost will be calculated based on transportation services provided.

4. **Availability of Service**

Service availability must coincide with the needs of the customer. The transportation services will not be for more than 20 miles each way from the client's residence. Service for fixed route service will consist of 5-day peak hour transportation delivery. Non-peak hour service will coincide with the employment needs of the KCMO resident customers and ridership.

5. **Expansions of Routes and Transportation Services to Non Kansas City Residents**

Routes may be expanded on an as-needed basis to Kansas City, Missouri or non-Kansas City, Missouri residents due to new program initiatives.

6. **Fares**

Total fares remitted by FEC clients to the Transportation Provider will be retained by the Provider. It has been agreed that client participants will pay a \$1.50 per one-way trip fare for trips provided during the 30-day transportation period, which may be extended **up** to no more than 90 days.

IV. PROPOSAL NARRATIVE

(Bidders must respond to each item in this section.)

1. **Program Design.** Provide a description of the proposed service, and how, when, and where services will be made available. Define your corporate status, i.e. date of incorporation; a description of your facilities and equipment in terms of location, vehicle types (van, lifts, etc., - owned, leased, contracted); dispatch operation; bookkeeping offices; accessibility to the disabled, etc. Provide a description of your staff, their qualifications, and organization of personnel; number of staff; and their job functions.
2. **Operating Hours.** Service will be provided as a demand-responsive system, on- and off-peak, 24-hour basis. (Bidders unable to provide 24-hour service will not be disqualified. However, please indicate the operating hours of service.)

3. **Service Area.** The service area will be restricted to the initial pick-up in the boundary of Kansas City, Missouri area ONLY, but can be dropped off in Cass, Clay, Platte, or Ray Counties in Missouri or Wyandotte, Johnson and Leavenworth Counties in Kansas.
4. **Enrollment/ID System.** FEC or subcontractor will submit enrollment requests to the transportation provider(s). Transportation provider(s) will present all scheduling and routing to the FEC client by calling them to confirm information. Client confirmation will then be faxed back to FEC Transportation Manager. Each FEC client requiring transportation will present an FEC ID card to the driver to confirm their acceptance into the transportation program. The driver will have clients sign in every time they board the vehicle and show ID and pay the cost differential. FEC is to be billed only for transportation services provided to clients presenting an FEC ID card.
5. **No-Shows & Self-Denials.** Compensation for "no-shows" or "self-denials" at either the trip origin or on the return trips should be included in the bid unit rate and regarded as a cost of doing business. The driver should make the notation, "no-show" or "self-denial".
6. **On-Time Performance.** On-time performance has been allocated the highest priority. Transportation Provider(s) are required to pick-up eligible clients no later than 15 minutes after the scheduled time. Transportation Provider(s) are also expected to maintain a professional, courteous and cordial attitude toward all individuals accessing this transportation system. FEC will provide each client with a written complaint procedure. FEC's Transportation Manager may require that a Transportation Provider substitute a driver based on FEC client complaints. The Transportation Provider(s) must make a "good faith effort" to correct any problematic situations.
7. **Waiting Time for Drivers.** Drivers are required to wait no longer than five (5) minutes for any FEC client.
8. **Previous Experience.** Indicate prior experience; how long your agency has been in business, etc. Please *attach a list of references and your agency's most recent audit.*

V. FEC RESPONSIBILITIES

1. FEC will develop a system that will enable KCMO residents to be informed of these services so they can utilize this transportation services.

VI. CRITERIA FOR EVALUATION OF PROPOSALS

1. **Due Date.** All responses to this RFP must be submitted to Full Employment Council, 1740 Paseo, Kansas City, MO 64108, Attn: Andrea Robins, Senior Director of Programming Planning and Compliance, received at FEC, by 5:00 PM Friday, November 19, 2021, in order to be given consideration. The envelope containing the proposal must be clearly marked "SEALED PROPOSAL". If a proposal is mailed, the respondent should request a delivery receipt from the transporting entity to verify delivery. The respondent assumes responsibility for the delivery of the proposal. If a proposal is hand-delivered to FEC's office, a receipt should be requested from FEC. Late proposals will be

returned to the sender unopened. Respondents must submit one (1) original with original signatures and four (4) copies of their proposals.

2. FEC reserves the right to select or reject any proposal, in whole or in part.
3. All respondents will be notified of their selection or non-selection in writing prior to the start date. EXCEPTIONS may be made at the discretion of the FULL EMPLOYMENT COUNCIL, INC., in cases where additional procurement is required due to insufficient or unsatisfactory proposals on the first round of procurement.
4. FEC reserves the right to evaluate a respondent based upon historic information and fact, no matter the source. All proposals received by the aforementioned deadline shall be screened by FEC staff for completeness. All proposals accepted for consideration will be evaluated using the following weighted scoring system.

<u>Category</u>	<u>Maximum points available</u>
Program Design	45 points
Experience and Reliability	35 points
Cost	20 points
 Maximum Points Possible	 100points

5. As part of any negotiations, FEC reserves the right to require any data that would support the reasonableness and acceptability of the proposal. Respondents may be asked to further define and/or refine the services they propose as part of contract negotiation. If so, they will be afforded the opportunity to refine their proposed cost to reflect FEC requested changes from the original proposal. Similarly, FEC may wish to increase or decrease the total amount of services required relative to those proposed.
6. FEC reserves the right, in the event of only one response to this RFP, to negotiate the terms and conditions, including the price included in the sole respondent's proposal.

PROPOSAL COVER SHEET & AUTHORIZING RESOLUTION

Name of Applicant (as in the Articles of Incorporation): _____

Address: _____

Contact person & Title: _____

Telephone & Fax Number: _____

E-Mail Address: _____ Date/State

of Incorporation: _____

Attach following documents:

- A. Copy of Articles of Incorporation
- B. Signed and Dated Assurances
- C. Signed and Dated Debarment Form
- D. Budget/Cost Information
- E. List of References with Telephone Numbers
- F. Most Recent Audit
- G. E-Verification
- H. Certificate of Liability
- I. Affirmative Action Plan and Diversity Profile (Employee Census)

Proposed Subcontractor(s): _____ Cost

per mile, Cost per trip, Cost per hour: _____

Project Description (Transportation Provider(s) should include Area of Service, Days and Hours of Operation, Provider's Name for each service proposed, and other information regarding services to be provided): _____

II. AUTHORIZING RESOLUTION (must be completed by each Transportation Provider)

WHEREAS, the Full Employment Council, Inc., is authorized to
make grants for transportation services; and, NOW, THEREFORE, be it
resolved by the _____
Name of Corporation

That the _____ is authorized to
Execute the grant agreement(s) on behalf of the _____
Name or Corporation
with the Full Employment Council, Inc., for the provision of transportation services
according to the requirements of this document and all applicable Local, State and
Federal laws and regulations.

Adopted this _____ day of _____, 20_____

Signature _____

Typed Name _____

Title _____

President or Chairman

III. VEHICLE DESCRIPTION & CURRENT SERVICES PROVIDED

A. Description of Vehicles

Year/Make/Model Leased	Handicapped Equipped		Passenger Capacity	Owned
	Yes	No		
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Total Vehicles Leased and Owned _____

B. Description Transportation Provider's Current Services

1. Total number of yearly one-way passenger trips _____

2. Number of above that are: medical: _____

employment: _____

nutrition: _____

education: _____

social: _____

shopping: _____

ASSURANCES FOR TRANSPORTATION PROVIDERS

- 1. Criminal Background Check On Drivers.** Transportation Provider(s) shall screen for the criminal background history of all applicants for full-time, part-time or temporary employment for positions that directly serve FEC clients.

Within two (2) working days of hire, Transportation Provider(s) shall request a criminal background check as provided in RSMO, section 610.120, for any applicant, including any person sent to Transportation Provider(s) by an employment agency.

Transportation Provider must make an inquiry to the State of Missouri Department of Social Services as to whether the person is listed on the employee disqualification list as provided in RSMO, section 660.315.

All applicants for a position to provide direct service to FEC clients shall:

- consent to a criminal record check;
- Disclose applicant's criminal history. "Criminal history" includes any conviction or plea of guilty to a misdemeanor or felony charge and shall include any suspended imposition of sentence, any suspended execution of sentence or any period of probation or parole;
- Disclose if the applicant is listed on the employee disqualification list as provided in RSMO, section 660.315.

Transportation Provider(s) should note the following when performing criminal background check on drivers and other applicants for a position to provide direct service to FEC clients:

- Transportation Provider(s) is guilty of a Class A misdemeanor if it knowingly hires a person that has contact with clients person has been convicted of, plead guilty to or nolo contendere in the State of Missouri or any other state to any A or B felony violation of RSMO, chapters 565, 566 or 569.
- A request for a record check may be made to the Missouri Highway Patrol or by employing a private employment, recruitment or screening service as an alternative; however, the screenings conducted must meet the same standards in terms of the criminal conviction screening as required in this provision of the contract.
- A person may be hired and perform direct client services prior to the results of the criminal record check being received by the contractor so long as said person has responded negatively to the employment application question concerning criminal convictions that would disqualify said person from providing the services requested under this contract.

- Should Transportation Provider(s) employ or accept as an employee a worker whose criminal record of convictions violates this provision, Transportation Provider(s) promises, agrees and understands that such a worker may not provide services to an FEC client. And, in the event such a worker provides services under this contract, it shall constitute a material breach thereof. Payment for any services provided in breach of this provision shall not be made by FEC. Any payment for services performed in violation of this provision shall be repaid to FEC by the Transportation Provider(s).

2. Recordkeeping, Monitoring, and Performance Evaluation Criteria.

Transportation Provider(s) are required to adhere to the following recordkeeping, monitoring, and performance evaluation criteria.

- Contractors are required to maintain administrative records regarding personnel, vehicles, insurance, training, audits, disaster assistance, joint ventures, civil rights, and drug free workplace requirements, as well as all documentation concerning all reports that are submitted to FEC. This includes copies of incident reports and any other documentation described herein.
- All Transportation Providers are monitored on a monthly basis. FEC staff will physically visit the Transportation Provider's facility in addition to performing the on-going monitoring of Transportation Provider compliance with record/bookkeeping requirements. FEC will provide random surveys that are completed by all clients that ride this transportation. Monitoring results will be presented to the appropriate FEC staff for their evaluation.

3. Suspension Policy

Transportation Services: To address the conduct of both FEC clients and Transportation Provider personnel, the following comprehensive suspension policy is provided as guidance for circumstances requiring temporary and/or permanent severance from service. Transportation Provider(s) are required to provide a copy of this policy to clients.

Temporary Passenger Suspension by Transportation Provider(s)

The Transportation Provider is required to maintain full and complete documentation of the events and circumstances causing the suspension of a passenger.

- A written warning of an impending suspension specifying the nature of the reasons and containing copies of relevant incident reports should be mailed to FEC's Transportation Manager and the FEC client that is subject to suspension, when possible. If the activities subjecting the FEC client to suspension are not corrected as specified in the warning, the FEC client may be suspended. The Transportation Provider is required to maintain written documentation of the events leading up to and resulting in the suspension.

- Circumstances that compromise the safety of the Driver, the violating passenger, other passengers, or innocent bystanders, shall be considered cause for immediate suspension followed by written documentation and notification from the Transportation Provider to FEC's Transportation Manager and the suspended FEC client.
- Examples of passenger problems that may [at the discretion of the Transportation Provider(s)] lead to suspension include, but are not limited to:
 - Two (2) consecutive no-shows or self-denials;
 - Frivolous trip scheduling and cancellations;
 - Theft from other passengers or Transportation Provider(s) personnel;
 - Intentional misrepresentation of fact;
 - Use of obscenities, profanity, and other offensive language;
 - Violence (either by threat or act);
 - Intentional harassment of FEC and/or Transportation Provider(s) personnel;
 - Failure to comply with program requirements as explained by the FEC and/or Transportation Provider(s); and,
 - Repeated attempts by an FEC client to circumvent the Driver's responsibilities.
- Driver refusal to permit a person to board the vehicle:
 - Drivers are authorized to deny transportation to an FEC client attempting to board the vehicle whom, in the judgment of the driver:
 - Is intoxicated (from alcohol and/or drugs);
 - Is too ill or disabled to be transported safely;
 - Demonstrates violent or unruly behavior; or,
 - Insists on transporting prohibited items.
 - Drivers shall report any incidents of service denial to the Transportation Provider's contact person who communicates daily with FEC's Transportation Manager. Written documentation of each incident shall be maintained.
- Safety expectations of drivers and passengers:
 - Drivers (and FEC clients) shall observe the following safety precautions:
- Assure that all passengers are seated before vehicle is put into motion.
 - Encourage passengers to use seat belts.
 - Not allow firearms, alcoholic beverages in opened containers, unauthorized controlled substances or highly combustible materials to be transported in the vehicle.
 - Allow guide dogs in the vehicle, as needed; however, other animals shall not be allowed.

- Assure that all packages are safely stored before putting vehicle in motion.
- Provide (obtain) documentation that a designated escort is available for persons needing mobility assistance.
- Assure that passengers enter and exit the vehicle in unobstructed and safe locations.
- Observe all posted speed limits and modify driving according to weather hazards.
- Not use alcohol prior to or while driving.
- Not use any prescribed or patient medication {or illegal drugs and/or other substances} that may impair driving ability prior to or while driving.
- Not allowed smoking while occupying the vehicle.
- Smoking is prohibited while an oxygen tank is transported.

FEC Indefinite Suspension of Passenger:

FEC may suspend FEC clients for indefinite periods of time for documented reasons. The Transportation Provider(s) may suspend passengers for indefinite periods of time only with FEC approval, and only after first submitting to FEC a written request.

Note: whenever there is a question regarding the applicability of the State standards for transportation services (upon which this policy is based) and standards presented in the Americans with Disabilities Act, the more restrictive of the two standards apply.

FEC Indefinite Suspension of Transportation Provider

FEC may suspend and or terminate the contract, in whole or in part, at any time by written notice to the Transportation Provider when it is in FEC's best interest. To the extent that the contract for services and is so terminated, FEC will be liable only for payment in accordance with the contract for services rendered to the effective date of termination.

4. Insurance and Bonding Requirements. Transportation Provider(s) shall adhere to the following insurance and bonding requirements:

Notwithstanding any other state or federal insurance requirements, each Transportation Provider shall, prior to the effective date of an agreement with FEC, and prior to the first date on which services are to be performed, provide FEC with a certificate of insurance, with FEC named as an additional insured, covering general liability insurance in the amount of one million, five-hundred thousand dollars (\$1,500,000) per occurrence and one million, five-hundred thousand dollars (\$1,500,000) aggregate coverage with a minimum notification of cancellation of thirty (30) days to be sent to FEC. The certificate must list the corporate name of the contractor and may also list any applicable fictitious names registered with Missouri or Kansas. It is the responsibility of all primary Transportation Providers and all subcontractors to provide FEC with a valid certificate of insurance throughout the contract period.

None of the work or services covered by this contract shall be subcontracted without the prior written approval of FEC. Prior to FEC approving a subcontract, the primary Transportation Provider must submit to FEC a written copy of the proposed agreement to subcontract, a copy of the proposed subcontractor's most recent Annual Registration Report filed with the Missouri or Kansas Secretary of State, and evidence of any and all of the subcontractor's Fictitious Name Registration(s) currently on file with the Secretary of State of Kansas or Missouri.

All subcontractors will be held accountable to the same insurance requirements expected of the primary Transportation Provider(s). Transportation Provider(s) must obtain appropriate insurance information from their subcontractor and forward this information directly to FEC.

The Transportation Provider will satisfy any and all federal state, and local licensing and/or regulatory requirements applicable to the provision of transportation services hereunder, and obtain all required permits prior to the commencement of such services.

If a Transportation Provider proposes to use a vehicle in the delivery of any service, the contractor must provide FEC with a certificate of vehicle liability insurance, naming FEC as an additional insured, of at least one million, five-hundred thousand dollars (\$1,500,000) combined single limit coverage. A minimum notification of cancellation of thirty (30) days must be sent to FEC.

Each Transportation Provider shall provide FEC with a certificate of worker's compensation insurance coverage for all employees and volunteers. Coverage shall include Statutory Coverage and Employers Liability Coverage (with minimum amounts of \$100,000 each accident, \$500,000 disease policy limit, and \$100,000 disease for each employee). A minimum notification of cancellation of thirty (30) days must be sent to FEC.

To qualify as a self-insured entity, primary Transportation Provider and subcontractors must comply with statutory and regulatory requirements of the State of Missouri or the State of Kansas regarding self-insurance and submit proof under the primary contract or the effective date of the contract whichever is earlier, naming FEC as an additional insured. Proof of compliance with state self-insurance requirements must include a letter from the state confirming compliance. Neither a surety bond nor cash bond deposited with the Missouri Director of Revenue in compliance with Chapter 303 of the Revised Statutes of Missouri shall be adequate to comply with insurance requirements under the primary Transportation Provider's contract with FEC or under an approved subcontract. The insurer shall agree, in writing, to notify FEC in writing of any pending cancellation of coverage at least thirty (30) days in advance of cancellation.

A company licensed and admitted in the State of Missouri shall provide all insurance.

Transportation Providers are required to adhere to the following general standards. Each Transportation Provider shall represent that it has, or will secure at its own expense, all personnel and equipment required in performing the services. No individual person shall be an employee of FEC. All personnel engaged in the work shall be fully qualified. Each Transportation Provider will comply with applicable standards for the service for which it has an agreement with FEC to perform which are or may be specified by the appropriate State of Missouri Agencies.

Each primary Transportation Provider during the effective dates of each contract, and any subcontractor approved by FEC, must submit to FEC a current copy of all fictitious names and a copy of each and every application made to the Missouri (or Kansas) Secretary of State for a fictitious name registration. Primary Transportation Provider(s) and all subcontractors must submit said copies to FEC at the same time their respective applications are submitted to the Missouri (or Kansas) Secretary of State. Municipalities administering transportation programs are exempted from this requirement.

The primary Transportation Provider must submit to FEC a written copy of the proposed agreement to subcontract, a copy of the proposed subcontractor's most recent Annual Registration Report filed with the Missouri (or Kansas) Secretary of State, and evidence of any and all of the subcontractors' Fictitious Name Registration(s) currently on file with the Secretary of State.

Each primary Transportation Provider may, after obtaining FEC's written approval subcontract a portion of its FEC contract to other transportation operators, provided that the proposed subcontractors are not simultaneously serving as primary contractors in the same area and for the same services. To obtain FEC approval, the primary Transportation Provider(s) and the proposed subcontractor must agree to all applicable requirements set forth in the primary contract. However, no more than the maximum of forty-nine (49%) of the number of total contracted FEC service units may be subcontracted, and no subcontractor may receive more than 49% of the total amount of FEC funds reimbursed to the primary Transportation Provider under the contract. Municipalities administering transportation programs are exempted from this requirement.

In the event that FEC approves a written subcontract agreement, each subcontractor is required to deliver FEC-funded services in vehicles that are either titled in the name of the approved subcontractor, or leased in the name of the approved subcontractor. Municipalities administering transportation programs are exempted from this requirement.

SIGNATURE

DATE

TYPED NAME AND TITLE

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 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(Before completing certification, read attached instructions which are an integral part of the certification)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are 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 recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

Instructions for certification

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of charged 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 recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction in 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 List of Parties Excluded from Procurement or Non-procurement Programs.
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 DOL may pursue available remedies, including suspension and /or debarment.