

**INVITATION FOR BID  
Stand Up Reach Lift  
BID #FY24-005**

DATE: January 25, 2024

The Houston Food Bank  
535 Portwall St  
Houston, TX, 77029  
Phone (713) 547-8658  
Website <http://www.houstonfoodbank.org>

**USDA Nondiscrimination Statement**

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- (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).

This institution is an equal opportunity provider.

The Houston Food Bank (HFB) is securing bids for Stand up Reach Lift. All materials are to be delivered to Houston Food Bank located at: 535 Portwall St., Houston TX 77029.

**GENERAL CONDITIONS FOR BIDDERS:**

**Submission Guidelines**

The Houston Food Bank is a tax exempt 501(c)(3) non-profit, our Tax Exemption Certificate shall be provided to the awarded bidder.

Bidding begins 9:00 AM on January 25, 2024 and ends at 5:00 PM CST on February 8, 2024.

1. Bids shall be executed and submitted via e-mail. Please submit to Afnan Rahim [arahim@houstonfoodbank.org](mailto:arahim@houstonfoodbank.org) and [hfbprocurement@houstonfoodbank.org](mailto:hfbprocurement@houstonfoodbank.org)  
Please include in the Email Subject Line: **Bid #FY24-005: Stand up Reach Lift**
2. Bids will be opened at 10:00 AM CST, February 9. You are invited, but not required to be present.

Should you have any questions concerning this invitation for bids please let us know via email at [arahim@houstonfoodbank.org](mailto:arahim@houstonfoodbank.org) and [hfbprocurement@houstonfoodbank.org](mailto:hfbprocurement@houstonfoodbank.org)

Sincerely,

Sarah McIntire  
Director of Acquisition and Procurement  
Houston Food Bank

Section 1

## INVITATION FOR BID AND CONTRACT

This document contains an Invitation for Bid for Stand Up Reach Lift. The Houston Food Bank operates TEFAP, CSFP, SFSP, and CACFP established by the United States Department of Agriculture and sets forth the terms and conditions applicable to the proposed procurement. Upon acceptance, this document shall constitute the contract between the bidder and the Institution. The Texas Department of Agriculture does not in any way become a party to any contract between an Institution and a food service management company. The Institution has full responsibility for ensuring that the terms of the contract are fulfilled.

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**Soliciting Institution:**

Houston Food Bank  
535 Portwall St.  
Houston, TX 77029  
(713) 547-8658

Bid number: FY24-005

Bid Issue Date: January 25, 2024

Bid Due Date: February 8, 2024

Bid Receipt Confirmation Date: February 9, 2024  
Time: 10:00 AM

Meeting ID: 950 3469 5377  
Passcode: 2xs1J3

Join Zoom Meeting

<https://zoom.us/j/95034695377?pwd=TTR6dDUyamJCc3dCNHlydnpoTm1KUT09>

Prompt Payment Discount: \_\_\_\_ % for payment within \_\_\_\_ days (*completed by bidder*)

Total Estimated Amount of Bid: \_\_\_\_\_ (*completed by bidder - in lieu of completing, bidders may supply additional bid amount detail on attachment*)

**By submission of this bid, the bidder certifies that, in the event he receives an award under this solicitation, he shall operate in accordance with all applicable, current program regulations.**

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Name of Bidder:

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Name of Authorized Representative:

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***Print or Type Name of Company***

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***Print or Type Name of Representative***

Street Address:

\_\_\_\_\_

City, State, and Zip Code:

\_\_\_\_\_

Telephone Number:

\_\_\_\_\_

By: \_\_\_\_\_  
***Signature of Representative (in blue ink)***

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

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

### **ACCEPTANCE**

Bid Name & Number:

**Bid #FY24-005 for Stand Up Reach Lift**

Institution Name:

**Houston Food Bank**

Institution's Authorized Representative:

**Brian Greene**

Title: President and CEO

\_\_\_\_\_  
***Institution Signature***

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

The Houston Food Bank (HFB) is requesting standup reach lifts with Blue Light Tractor First Cold Storage, Dock Stance, Fork Tip Laser Guide, and Battery Fill Watering System. These standup reach lifts should be remanufactured or new. Equipment must be delivered within 15 - weeks.

## Section 2

### Certificate of Independent Price Determination

- (a) By submission of this bid, the bidder certifies, and in the case of a joint bid, each party thereto certifies, as to its own organizations, that in connection with this procurement:
1. The prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
  2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly to any other bidder or to any competitor; and
  3. No attempt has been made or will be made by the bidder to induce any person or firm to submit or not to submit, a bid for the purpose of restricting competition.
- (b) Each person signing this bid certifies that:
- ☐ The person in the bidder's organization is responsible within that organization for the decision as to the prices being offered herein and that he has not participated, will not participate, in any action contrary to (a)(1) through (a)(3) above; or
- ☐ The person in the bidder's organization is not responsible within that organization for the decision as to the prices being offered herein but that he has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (a)(1) through (a)(3) above, and as their agent does hereby so certify; and he has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above.

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***Signature of bidder's authorized representative***

Title \_\_\_\_\_ Date \_\_\_\_\_

**In accepting this bid, the Institution certifies that the Institution's officers, employees or agents have not taken any action which may have jeopardized the independence of the bid referred to above. (Accepting a bid does not constitute acceptance of the contract.)**

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***Signature of Authorized Institution Representative***

**Note:** Institution and Bidder shall execute this Certificate of Independent Price Determination.

## **Section 3**

### **Instructions to Bidders**

#### **1. Definitions**

As used herein:

- a) The term “bid” means an offer to perform the work described in this Invitation for bids at the fixed unit price specified in accordance with the terms and conditions of the solicitation.
- b) The term “bidder” refers to a company submitting a bid in response to this Invitation for bids.
- c) The term “contractor” means a successful bidder who is awarded a contract by an Institution under The Emergency Food Assistance Program (TEFAP), Commodity Supplemental Food Program (CSFP), Child and Adult Care Food Program (CACFP), and Summer Food Service Program (SFSP) under the U. S. Department of Agriculture.
- d) The term “Invitation for Bid”, hereafter referred to as IFB, means the document soliciting bids through the formal advertising method of competitive sealed bid procurement.
- e) The term “Institution” means the Houston Food Bank which operates TEFAP, CSFP, CACFP, and SFSP Program which is issuing this IFB.
- f) The Institution’s contact is Sarah McIntire, Director of Acquisition and Procurement or Afnan Rahim, Procurement Analyst - arahim@houstonfoodbank.org.
- g) The term “responsive” means the bidder conforms to all material terms and conditions of the IFB.
- h) The term “responsible” means the bidder is capable of successfully performing under the terms and conditions of the contract.

Other terms shall have the meanings ascribed to them in TEFAP, CSFP, CACFP, and SFSP regulations.

#### **2. Submission of Bids**

- a) Bidders are expected to examine carefully the specifications, schedules, attachments, terms and conditions of this IFB. Failure to do so shall be at the bidder’s risk.
- b) Bids shall be executed and submitted by email.

- c) The copy marked “original” shall be governing should there be a variance between that copy of the bid and other copies submitted by the bidder. No changes in the specifications or general conditions are allowed. Erasures on this bid shall be initialed by the bidder prior to submission.
- i) If accepted, this IFB will be signed by an authorized representative of the Institution and a fully executed copy will be forwarded to the successful bidder as the notice of award.
- d) The successful bidder shall provide a contract, using the specifications outlined in this IFB to the Houston Food Bank by to the attention of Afnan Rahim, [arahim@houstonfoodbank.org](mailto:arahim@houstonfoodbank.org) and [hfbprocurement@houstonfoodbank.org](mailto:hfbprocurement@houstonfoodbank.org).
- e) An interested party may protest the solicitation, the cancellation of the solicitation, or the award or proposed award of a contract in writing by contacting HFB Procurement via email at [HFBProcurement@houstonfoodbank.org](mailto:HFBProcurement@houstonfoodbank.org).

Failure to comply with any of the above shall be reason for rejection of the bid.

### 3. Explanation to Bidders

Any explanation/questions desired by a bidder regarding the meaning or interpretation of the IFB specifications, etc., must be requested by email to Afnan Rahim, [arahim@houstonfoodbank.org](mailto:arahim@houstonfoodbank.org) and [HFBProcurement@houstonfoodbank.org](mailto:HFBProcurement@houstonfoodbank.org) by 5:00 PM February 1, 2024 to allow sufficient time allowed for a reply to reach all bidders before bid opening.

Oral explanations or instructions given before the award of the contract shall not be binding. Any information given to a prospective bidder concerning an IFB shall be furnished to all prospective bidders as an amendment to the IFB if such information is necessary to bidders in submitting bids on the IFB or if the lack of such information would be prejudicial to uninformed bidders.

### 4. Acknowledgment of Amendments to Submitted Bids

Receipt of an amendment to a bid by a bidder must be acknowledged by signing and returning the amendment. Such acknowledgment must be received prior to the hour and date specified for bid opening.

### 5. Discounts

Although a blank is provided for a time discount, prompt payment discounts offered for payment in less than twenty calendar days will not be considered in evaluating bids for award. However, offered discounts of less than twenty days will be taken if payment is made within the discount period even though not considered in the evaluation of bids. (NOTE: Payment discounts may only be used to determine the low bid when prior experience of the Institution indicates that such discounts are generally taken).

### 6. Bidders Having Interest in More than One Bid

If more than one bid is submitted by any one person, by or in the name of a clerk, partner, or other person, all such bids shall be rejected.

7. Time for Receiving Bids

Sealed bids shall be deposited at the address specified on the IFB of the Institution no later than the exact time and date indicated on the face of this IFB. Bids received prior to the time of opening will be securely kept, unopened.

8. Error in Bids

Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids; failure to do so shall be at the bidder's own risk and he cannot secure relief on the plea of error.

9. Award of Contract

- a) The contract will be awarded to the lowest responsive and responsible bidder meeting the specific requirements.
- b) The Institution reserves the right to reject any or all bids when there are sound documented business reasons in the best interest of the Program and to waive informalities and minor irregularities in bids received.
- c) The Institution reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or the bid of a bidder who investigation shows is not in a position to perform the contract. Other factors that may be considered include, but are not limited to the bidder's integrity, compliance with public policy, and financial and technical resources.

10. Late Bids, Modifications of Bids or Withdrawals of Bids

- a) Any bid received after the exact time specified for receipt will not be considered.
- b) A bid may also be withdrawn in person by a bidder or his authorized representative, provided his identity is made known and he signs a receipt for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bids.
- c) The only acceptable evidence to establish the date of emailing of a late bid, modifications or withdrawal is providing evidence of the sent time of the email in the form of a screenshot displaying the time and date with the subject line listed above.

11. Confidentiality



- a) Bidder covenants that all data, documents, discussion, or other information developed or received by bidder or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Bidder without written authorization by HFB.
- b) HFB shall grant such authorization if disclosure is required by law. Bidder's covenant under this Section shall survive the termination of this Agreement.

## 12. Addition and Removal of Locations

- a) HFB is required periodically to increase or decrease its fleet size and locations due to changes in demand.
- b) HFB needs the flexibility to communicate these changes to the contractor and easily update the contract under the existing contract terms and without incurring excessive additional cost for the changes.

## 13. Bidder Selection

HFB intends to select the bid with the best value, but it reserves the right to choose multiple bidders in order to meet the needs of HFB.

## Section 4 Scope

(HFB) Houston Food Bank is looking for reach lifts with the following minimum requirements:  
Will require PM Service agreement - Every 90 days for PM Service.

### Reach Lifts -

- New or Remanufactured
- 4,500 Lbs. Capacity @ 24" Load Center to 225", 4,000 Lbs. to 265", 3,900 Lbs. to 268"
- Overall Collapsed Height of Mast: 118" minimum
- Elevated Height of Forks: 268"
- Extended Height of Truck: 304"
- Full Free Lift: 69"
- Reach: 22.75"
- Base Leg Opening: 33" Overall Width: 44"
- Overhead Guard Height: 93.4"
- 16.12" Deep Battery Compartment
- Forks Manually Adjust from 15" Minimum to 30" Maximum Overall Width
- Travel Speed: Empty - 8.0 MPH Loaded - 7.5 MPH
- Elevating Speed: Empty - 150 FPM Loaded - 80 FPM
- Lowering Speed: Empty - 110 FPM Loaded - 110 FPM
- Drive Wheel: (1) 13.5" x 6" Face, Poly, Ray-DL
- Caster Wheels: (1) 8" x 4" Poly, Ray-DL
- Load Wheels: (4) 5" x 3.62" Face, Articulating Poly, Ray-DL
- Weight, Less Battery: 6,229 Lbs.

### Additional Truck Options

- Blue Light Tractor First
- Cold Storage
- Dock Stance
- Fork Tip Laser Guide
- Battery watering system

Both machines will require a preventative maintenance service agreement servicing every 90 days.  
Vendors must show proof of insurance. Equipment must be delivered within a 15 - week time period.

## Section 5

### General Conditions

#### 1. Payment

Invoices should be e-mailed to: [AP@houstonfoodbank.org](mailto:AP@houstonfoodbank.org)

It is the Houston Food Bank's policy to pay in full in net 30 days.

#### 2. Termination Clause

The successful bidder's contract must include the following termination provisions:

- a) **For cause** - by Institution or contractor with thirty (30) days written notification.
- b) **The Institution's right to terminate** - If the contractor fails to comply with any of the requirements of the contract. The Institution shall notify the contractor of specific instances of noncompliance, in writing. In instances where the contractor has been notified of noncompliance with the terms of the contract and has not taken immediate corrective action, the Institution shall have the right, upon written notice, of immediate termination of the contract and the contractor shall be liable for any damages incurred by the Institution. The Institution shall negotiate a repurchase contract on a competitive basis to arrive at a fair and reasonable price.
- c) The Institution shall, by written notice to the contractor, terminate the right of the contractor to proceed under this contract if it is found by the Institution that gratuities in the form of entertainment, gifts, favors, anything of monetary value or otherwise were offered or given by the contractor or contractor's employees or subcontractors to any officer, employee or agent of the Institution.
- d) In the event this contract is terminated as provided in paragraph (b) hereof, the Institution shall be entitled: (i) to pursue the same remedies against the contractor as it could pursue in the event of a breach of the contract by the contractor;
- e) and (ii) as a penalty, in addition to any other damages in any amount which shall not be less than three, nor more than ten times the costs incurred by the contractor in providing any such gratuities to any such officer or employee.
- f) The rights and remedies of the Institutions provided in this clause, shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

## Section 6

### General Provisions

#### Equal Opportunity

(The following clause is applicable unless this contract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor [41 CFR ch. 60].)

During the performance of the contract, the contractor agrees as follows:

- a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.
- b) The contractor will, in all solicitation or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, disability or national origin.
- c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f) In the event of the contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the contractor may be declared ineligible for further Government contracts in accordance with Procedures

authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

- g) The contractor will include the provisions of paragraphs a) through g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, so that such provisions will be binding upon each subcontractor or Institution. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or Institution as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### Clean Air and Water

(Applicable only if the contract exceeds \$100,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act [42 USC 7413(c)(1) or the Federal Water Pollution Control Act [33 USC 1319(c)] and is listed by EPA, or the contract is not otherwise exempt.)

- a) The contractor agrees as follows:
- i) To comply with all the requirements of Section 114 of the Clean Air Act, as amended [42 USC 7414] and Section 308 of the Federal Water Pollution Control Act [33 USC 1251, et seq.], respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued hereunder before the award of this contract.
  - ii) That no portion of the work required by this contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.
  - iii) To use his best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
  - iv) To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph (a)(4).
- b) The terms used in this clause have the following meanings:

- i) The term “Air Act” means the Clean Air Act, as amended [42 USC 7401, et seq.].
- ii) The term “Water Act” means Federal Water Pollution Control Act, as amended [33 USC 1251 et seq.].
- iii) The term “Clean Air Standards” means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in Section 110(d) of the Clean Air Act [42 USC 7410], an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act [42 USC 7411] or Section 111(d), respectively, of the Air Act [42 USC 7411], or an approved implementation procedure under Section 112(d) of the Air Act [42 USC 7412].
- iv) The term “Clean Water Standards” means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act [33 USC 1342] or by local government to ensure compliance with pretreatment regulations, as required by Section 307 of the Water Act [33 USC 1317].
- v) The term “compliance” means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.
- vi) The term “facility” means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by a contractor or subcontractor to be utilized in the performance of a contract or subcontracts. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location or site shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are co-located in one geographical area.

### Clean Air and Water Certification

The bidder certifies as follows:

- a) Any facility to be utilized in the performance of this proposed contract has ☐, has not ☐ been listed on the Environmental Protection Agency List of Violating Facilities.
- b) He will promptly notify the Contracting Officer, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U. S. Environmental Protection Agency, indicating that any facility which he proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities.
- c) He will include substantially this certification, including this paragraph c) in every nonexempt subcontract.

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Signature of Authorized Representative, Bidder

Date

### Energy Policy and Conversation Act (42 USC 6201, et seq.)

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201, et seq.)

### Contract Work Hours and Safety Standards Act-Overtime Compensation

The contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (the "Act"), 40 USC 3702, 3704, as supplemented by Department of Labor regulations, 29 CFR, Part 5. Under Section 103 of the Act, contractor shall be required to compute the wages of every laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in any workweek. Section 107 of the Act provides that no laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous or dangerous to his health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor.

## Section 7

### U. S. DEPARTMENT OF AGRICULTURE

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#### **Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion - Lower Tier Covered Transactions**

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This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 417, Section 417.332, Participants' responsibilities.

(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.

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Organization Name  
Name

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PR/Award Number or Project

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

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Signature(s)

---

Date

Form AD-1048 (1/92)



## Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to 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 Non-Procurement 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.

Form AD-1048 (1/92)

## Section 8

### PROCUREMENT Certification Regarding Lobbying

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Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts exceeding \$100,000 in Federal funds.

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Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of **[Name of Institution]** in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of **[Name of Institution]** in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

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Name/Address of Organization

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Name/Title of Submitting Official

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Signature

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Date

## Section 8 (cont.)

### Disclosure of Lobbying Activities

**Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352**

(See next page for public burden disclosure.)  
Approved by OMB

0348-0046

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract</p> <p><input type="checkbox"/> b. grant</p> <p><input type="checkbox"/> c. cooperative agreement</p> <p><input type="checkbox"/> d. loan</p> <p><input type="checkbox"/> e. loan guarantee</p> <p><input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application</p> <p><input type="checkbox"/> b. initial award</p> <p><input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial offering</p> <p><input type="checkbox"/> b. material change</p> <p>For Material Change Only:</p> <p>Year _____</p> <p>Quarter _____</p> <p>Date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime</p> <p><input type="checkbox"/> Sub-awardee, Tier _____, <i>if known</i></p> <p>_____</p> <p>Congressional District, <i>if known</i>:</p>	<p>5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name &amp; Address Of Prime:</p> <p>_____ Congressional District, <i>if known</i>:</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, <i>if applicable</i>: _____</p>	
<p>8. Federal Action Number, <i>if known</i>:</p>	<p>9. Award Amount, <i>if known</i>:</p> <p style="text-align: center;">\$</p>	

<p>10. a. Name and Address of Lobbying Entity (If individual, last name, first name, MI):</p> <p>(Attach continuation sheet(s) if necessary)</p>	<p>b. Individuals Performing Services (Incl. Address if different from No. 10a) (last name, first name, MI):</p>
<p>11. Amount of Payment (check all that apply):</p> <p>\$ _____</p> <p><input type="checkbox"/> Actual    <input type="checkbox"/> Planned</p>	<p>13. Type of Payment (check all that apply):</p> <p><input type="checkbox"/> a. retainer</p> <p><input type="checkbox"/> b. one-time fee</p> <p><input type="checkbox"/> c. commission</p> <p><input type="checkbox"/> d. contingent fee</p> <p><input type="checkbox"/> e. deferred</p> <p><input type="checkbox"/> f. other; specify: _____</p>
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash</p> <p><input type="checkbox"/> b. in-kind; specify:</p> <p>                    nature</p> <p>                    _____</p> <p>                    value</p> <p>                    _____</p>	
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted for Payment Indicated in Item 11:</p>          <p>(Attach continuation sheet(s) if necessary)</p>	
<p>15. Continuation Sheet(s) attached:    <input type="checkbox"/> Yes    <input type="checkbox"/> No</p>	
<p>16. Information requested through this form is authorized by article 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No: _____ Date: _____</p>

<p>will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	
<p>Federal Use Only: Authorized for Local Reproduction of: Standard Form - LLL</p>	