

# The Summer Food Service Program

## Invitation for Bid and Contract

### FOR SFSP FOOD PRODUCT

### BID #006

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

The Houston Food Bank  
Procurement  
535 Portwall St  
Houston, TX, 77029  
Phone (713) 547-8647  
Email: [HFBProcurement@houstonfoodbank.org](mailto:HFBProcurement@houstonfoodbank.org)  
Website <http://www.houstonfoodbank.org>

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Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish).

USDA is an equal opportunity provider and employer.

**March 21<sup>st</sup>, 2016**

The Houston Food Bank is securing bids for **food product, as detailed in the table below, to be provided beginning May 15<sup>th</sup>, 2016 through August 19<sup>th</sup>, 2016.** The contract is for (1) year with a possibility to renew up to (2) additional years in (1) year increments.

GENERAL CONDITIONS FOR BIDDERS:

1. Food product to be delivered to 535 Portwall Street, Houston, Texas, 77029 or 2445 North Fwy, Houston, Texas, 77009
2. The Houston Food bank is tax exempt 501 c-3 - Tax Exemption Certificate enclosed.
3. **Bids will be received until 5:00 pm Monday, April 4<sup>th</sup>, 2016 at the Houston Food Bank Portwall Facility.**
4. Please mark "Sealed Bid – SFSP Food Product", on the outside of your envelope and mail to Marly Maskill, Houston Food Bank, 535 Portwall, Houston, Texas 77029.
5. Bids will be opened at noon, April 6<sup>th</sup> at the 535 Portwall Facility in room 157. You are invited but not required to be present.

Should you have any questions concerning this invitation for bid, please let us know. Our phone number is 713-547-8647.

Sincerely,

Marly Maskill  
Inventory Manager  
Houston Food Bank

**Section 1**

**INVITATION FOR BID AND CONTRACT**

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**This document contains an invitation to bid for assorted food product. The Houston Food Bank operates The Emergency Food Assistance Program 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:**

Name of Institution/Contact:  
The Houston Food Bank

Bid Number: 006

Street Address: 535 Portwall

Bid Issue Date:  
3/21/16

Bid Opening:  
Date:  
4/6/16

City, State, and Zip Code: Houston, TX 77029

Time: 12:00 noon

Location: 535 Portwall,  
Room 157

Telephone Number: 713-547-8647

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Contract Commencement Date:  
\_5/15/16\_\_\_\_\_

Total Estimated Amount of Bid:  
\$ \_\_\_\_\_

Contract Expiration Date: \_8/19/16\_

(To be inserted by the bidder)

Prompt Payment Discount:

\_\_\_\_\_ % For Payment Within \_\_\_\_\_ Days  
(To be inserted by the bidder)

Item	Pack Size	Case Cost as on 3/21/16	Case Markup (%)	Estimated Price per Case	Estimated SFSP Qty Needed	Total Estimated Price
Apple sauce cinnamon 4 oz. cup	73 x 4 oz.				21	
Apple sauce strawberry 4 oz. cup	72 x4 oz.				20	
Base, Beef Flavor Soup	25 lb.				16	
Base, Chicken Flavor	25 lb.				16	
Beans, Green Canned	6 x #10 can				95	
Beef, Shredded w/ BBQ Sauce	6 x 5 lb.				90	
Broccoli cut frozen	20 lb.				105	
Broccoli, Normandy Frozen	1 x 20 lb.				105	
Brown rice	1x25 lbs.				80	
Burritos, Bean & Beef CN	60 x 5.30 oz				225	
Carrots, Frozen	1 x 20 lb.				110	
Chicken Patty, Breaded CN	60 x 3 oz.				225	
Chicken, Breast B/S Random	4 x 10 lb.				240	
Chicken, Star Shaped CN	302 x .53 oz.				275	
Chicken, Thighs B/S	4 x 10 lb.				225	
Collard, Greens	12 x 3 lb.				80	
Corn, Frozen	1 x 20 lb.				100	
Corn, kernel canned	6 x #10 can				100	
Egg noodles	20 lbs.				120	
Flour Tortilla 6 "	24 x 12ct				80	
Green Beans, Frozen	1 x 20 lb.				105	
Green Peas & Carrots, Frozen	1 x 20 lb.				110	

Hard boil egg	1 x 10 lb				40	
Honeydew	pallets				9	
Juice mango	6 oz				330	
Kernel corn frozen	20 lb.				110	
Ketchup PC's	500 x.1oz				40	
Mayonnaise PC's	200x.1 oz.				81	
Meatballs CN	320 x.5oz				210	
Pasta, Elbow Macaroni W/G	2 x 10 lb.				120	
Pasta, Penne Rigato W/G	2 x 10 lb.				120	
Paste, Tomato	6 x #10 can				17	
Pinto beans	6#10				80	
Pizza, Frozen CN	96 x 4.65 oz.				50	
Pretzel twists, snakes	88 x 1oz				20	
Ranch dressing PC's	200 x .1 oz.				153	
Salisbury steak	114				90	
Shortening, Fry Oil	1 x 35 lb.				10	
Snacks, Cereal Bars	48 x 1.3 oz.				16	
Snacks, Graham Stack Cinnamon	72 x 1 oz.				10	
Snacks, Granola Bars Apple	96 x 1.3 oz.				12	
Snacks, Granola Bars Apple	96 x 1.3 oz.				35	
Snacks, Granola Bars Berry	96 x 1.3 oz.				10	
Snacks, Granola Bars Berry	96 x 1.3 oz.				44	
Snacks, Honey Graham Square	72 x 1 oz.				20	
Snacks, Oatmeal Bars	144 x 1 oz.				11	

Snacks, Teddy Grahams	48 x 1 oz.					10
Snacks, Wheat Thins Sea Salt	36 x .8 oz.					10
Snacks, Wheat Thins Sour Cream & Onion	36 x .8 oz.					10
Snacks, Wheat Thins Vegetable	60 x 1.75 oz.					10
Spice, Basil	1 x 5 lb.					9
Spice, Black Pepper	1 x 5 lb.					19
Spice, Chili Powder	6 lb.					7
Spice, Cinnamon	1 x 5 lb.					24
Spice, Cumin	1 x 5 lb.					27
Spice, Garlic Granulated	1 x 29 lb.					12
Spice, Oregano	6 oz.					8
Spice, Paprika	1 x 5 lb.					15
Spice, Powder, Onion	6 lb.					10
Spice, Salt	1 x 25 lb.					12
Starch, Corn	50 lb.					12
Sugar, Brown	12 x 2 lb.					12
Sugar, Cane	50 lb.					6
Turkey bologna	2 x 12 lb					40
Turkey sliced meat 2x10 lbs.	2 x 10 lbs.					250
Vanilla, Extract	8 lb.					12
Vinegar, Distilled	4 x 1 gal					12
Watermelon	bins					15
Yellow Squash, Frozen	1 x 20 lb.					100
Zucchini, Sliced Frozen	1 x 20 lb.					100

**\*The quantities estimated above are for evaluation purposes, which represent an estimated usage for the**

**initial 1 year contract term. The Houston Food Bank will pay the contractor based on the actual quantities delivered as part of the work, which will be ordered from the contractor as needed, in multiple shipments with a minimum quantity of one case, and makes no guarantees as to the quantities that will be purchased under the contract.**

**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. This agreement shall be in effect for one year, and may be renewed by mutual agreement with the option to renew yearly, not to exceed two additional years.**

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Name of Bidder: \_\_\_\_\_

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

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

*Signature of Bidder (in ink)*

City, State, and Zip Code:  
\_\_\_\_\_

Print or Type Name of Bidder:

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

\_\_\_\_\_

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

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

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### ACCEPTANCE

Contract Number:  
\_\_\_\_\_

Institution Name:  
\_\_\_\_\_

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

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

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

### 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:

He is the person in the bidder's organization 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

He is not the person in the bidder's organization 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 Food Company'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 the Invitation for Bid at the fixed unit price specified in accordance with the terms and conditions of the solicitation.
- b) The term “bidder” means refers to a company submitting a bid in response to this Invitation for Bid.
- c) The term “contractor” means a successful bidder who is awarded a contract by an Institution under The SFSP under the U. S. Department of Agriculture.
- d) The term “Invitation for Bid”, hereafter referred to as IFB, means the document soliciting sealed bids through the formal advertising method of procurement. In the case of this program, the IFB becomes the contract upon acceptance by the Institution.
- e) The term “Institution” means the SFSP Institution which issues this IFB.

Other terms shall have the meanings ascribed to them in 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.

Bids shall be executed and submitted in triplicate. If accepted, this IFB will become the contract and one copy of the contract will be forwarded to the successful bidder with the notice of award. 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.

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

#### 3. Explanation to Bidders

Any explanation desired by a bidder regarding the meaning or interpretation of the IFB specifications, etc., must be requested in writing prior to bid opening and with 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 or if the lack of such information would be prejudicial to uninformed bidders.

#### 4. Acknowledgment of Amendments to IFBs

Receipt of an amendment to an IFB 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 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, disqualification from participation in the SFSP, 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 unless it is received before award is made and it was sent by registered or certified mail not later

than the fifth calendar day prior to the date specified for the receipt of bids (e.g., a bid submitted in response to an IFB requiring receipt of bids by the 20th of the month must have been mailed by the 15th or earlier).

- b) Any modification or withdrawal of bid is subject to the same conditions as in (a) above except that withdrawal of bids by telegram is authorized. 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 mailing of a late bid, modifications or withdrawal sent either by registered or certified mail is the U. S. Postal Service postmark on the wrapper or on the original receipt from the Postal Service. If neither postmark shows a legible date, the bid, modification or withdrawal shall be deemed to have been mailed late. (The term “postmark” means, a printed, stamped, or otherwise placed impression that is readily identifiable without further action as having been supplied and affixed on the date of mailing by employees of the U. S. Postal Service.)

#### 11. Bid Protests

An interested party may protest the solicitation, the cancellation of the solicitation, or the award or proposed award of a contract by contacting Tamaira Leonard, Budget & Procurement Compliance Manager at 535 Portwall St., Houston, TX 77029 or via email at [HFBProcurement@houstonfoodbank.org](mailto:HFBProcurement@houstonfoodbank.org).

## Section 4

### Scope of Services

#### 1. Delivery Locations

535 Portwall Street, 77029  
2445 North Fwy, 77009

#### 2. Special Condition of food bid

- a) Contractor agrees to deliver food product to 535 Portwall Street, 77029 and 2445 North Fwy, 77009.
- b) Product will be ordered from contractor with no less than 24 hours' notice, a minimum of one case will be ordered per order.
- c) Product will be received between 8:00AM – 4:00PM, Monday – Friday at the 2445 North Fwy, 77009 location, and 6:00PM – 11:00PM Monday – Friday at the 535 Portwall Street, 77029 location.
- d) Product will be ordered between the dates of May 15<sup>th</sup>, 2016 to August 19<sup>th</sup>, 2016.

#### 3. Evaluation of Bidders

Each bidder will be evaluated on the following factors:

- a) Financial capability to perform a contract of the scope required.
- b) The contractor warrants it has the expertise and experience to perform the work through 3 references.

Company 1	Name:	Contact information:
Company 2:	Name:	Contact information:
Company 3:	Name:	Contact information:

- c) The contractor must provide a copy of a third party inspection or audit of their facility within the last fiscal year.
- d) Integrity, compliance with public policy, record of past performance, and financial and technical resources.
- e) Nutritional labels must be provided for all food ordered upon delivery.
- f) Child nutrition labels must be provided for all prefabricated food ordered upon delivery.
- g) Invoices for all orders must be submitted within the calendar month of the delivery.

Bidders that do not satisfactorily meet the above criteria may be rejected as nonresponsive and not considered for award.

The unit prices to which the bidder agrees to furnish must be written in ink or typed in the blank space provided.

## Section 5

### General Conditions

#### 1. Buy American

Contractor acknowledges that, to the extent required by 7 CFR § 250.23, Contractor must, whenever possible, purchase only food products that are produced in the United States.

#### 2. Length of Contract

This contract will be in effect from May 15<sup>th</sup>, 2016 – August 19<sup>th</sup>, 2016.

#### 3. Payment

Invoices should be emailed to AP@houstonfoodbank.org or

Houston Food Bank  
Supply Chain- Attn Marly Maskill  
535 Portwall Street  
Houston, Texas 77029

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

#### 4. Termination

- a) This contract may be terminated for cause by Institution or contractor with thirty days written notification.
- b) The Institution reserves the right to terminate this contract if the contractor fails to comply with any of the requirements of this 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; 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.

- e) 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 this 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 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 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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(Date)

Signature of Authorized Representative, Bidder

Energy Policy and Conservation 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.

Delivery Requirements

Adequate refrigeration or heating shall be provided during delivery of all food to insure the wholesomeness of food at delivery in accordance with State or local health codes.

Supervision and Inspection

The contractor shall provide management supervision at all times and maintain constant quality control inspections to check for the quality of products.

**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

PR/Award Number or Project Name

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

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Signature(s)

Date

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.

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

\_\_\_\_\_  
Name/Address of Organization

\_\_\_\_\_  
Name/Title of Submitting Official

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Section 9 (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>_____ 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>\$ _____</p>	
<p>10. a. Name and Address of Lobbying Entity <i>(If individual, last name, first name, MI):</i></p> <p>(Attach continuation sheet(s) if necessary)</p>	<p>b. Individuals Performing Services <i>(Incl. Address if different from No. 10a) (last name, first name, MI):</i></p>	



<p>11. Amount of Payment (<i>check all that apply</i>):</p> <p>\$ _____</p> <p><input type="checkbox"/> Actual    <input type="checkbox"/> Planned</p>	<p>13. Type of Payment (<i>check all that apply</i>):</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 (<i>check all that apply</i>):</p> <p><input type="checkbox"/> a. cash</p> <p><input type="checkbox"/> b. in-kind; specify:</p> <p style="margin-left: 40px;">nature _____</p> <p style="margin-left: 40px;">value _____</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.</p> <p>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 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>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No: _____ Date: _____</p>
<p>Federal Use Only:</p> <p>Authorized for Local Reproduction of:</p> <p>Standard Form – LLL</p>	

## Addendum

### USDA Nondiscrimination Statement

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

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, 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. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](#), (AD-3027) found online at: [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).

This institution is an equal opportunity provider.