

REQUEST FOR PROPOSAL
ARPA FREEZER PROTECTED PALLET JACKS
BID #2024-01-APRA-HFB-GCFB-Jacks-REVISED

DATE: July 23, 2024

The Galveston County Food Bank
624 4th Ave N
Texas City, TX 77590
Phone (409) 945-4232
Website <http://www.galvestoncountyfoodbank.org>

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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.
- This institution is an equal opportunity provider.

July 23, 2024

The Galveston County Food Bank (GCFB) is securing bids for **four (4) replacement electric pallet jacks**. All materials are to be delivered and installed at Galveston County Food Bank located at: 624 4th Ave N, Texas City, TX 77590.

GENERAL CONDITIONS FOR BIDDERS:

Delivery

The Galveston County Food Bank is located at 624 4th Ave N, Texas City, TX 77590

Submission Guidelines

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

Bidding begins July 23, 2024, and ends at 5:00 PM on August 13, 2024 at the Galveston County Food Bank.

1. Bids shall be executed and submitted via e-mail. Please submit to Donnie Van Ackeren donnie@galvestoncountyfoodbank.org
 - a. Please include in the Email Subject Line: RFP 2024-01-ARPA-HFB-GCFB-Jacks-REVISED
 2. Bids will be opened at 10:00 AM,
 3. Should you have any questions concerning this request for proposals, please let us know via email donnie@galvestoncountyfoodbank.org.

Sincerely,

Donnie Van Ackeren
President
Galveston County Food Bank

Section 1

REQUEST FOR PROPOSALS

This document contains a Request for Proposals for cardboard boxes and packaging materials. 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 award between the successful bidder and the Institution. (Accepting a bid does not constitute acceptance of the contract.)

Soliciting Institution:

Galveston County Food Bank
624 4th Ave N
Texas City, TX 77590
(409) 945-4232

Bid number: 2024-ARPA-HFB-GCFB-Jacks-REVISED

Bid Issue Date: July 23, 2024

Bid Due Date: August 13, 2024

Bid Opening Date: August 14, 2024

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.

Name of Bidder:

Name of Authorized Representative:

Print or Type Name of Company

Print or Type Name of Representative

Street Address:

By:

Signature of Representative

City, State, and Zip Code:

Title:

Telephone Number:

Date:

ACCEPTANCE

Bid Name & Number:

Institution Name:

2024-01-ARPA-HFB-GCFB-Jacks-REVISED

Galveston County Food Bank

Institution's Authorized Representative:

Donnie Van Ackeren

Institution Signature

Title: President and CEO

Date:

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.

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.)

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 Request for proposals 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 Request for proposals.
- 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 “Request for proposals”, hereafter referred to as RFP, means the document soliciting bids through the formal advertising method of competitive sealed bid procurement.
- e) The term “Institution” means the Galveston County Food Bank that operates TEFAP, CSFP, CACFP, and SFSP Program which is issuing this RFP.
- f) The Institution’s contact is Donnie Van Ackeren, President or Jeff Gordon, Special Projects – Donnie@galvestoncountyfoodbank.org or jeff@galvestoncountyfoodbank.org.
- g) The term “responsive” means the bidder conforms to all material terms and conditions of the RFP.
- 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 RFP. 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 RFP 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 RFP to the Galveston County Food Bank by **5:00 PM August 13, 2024** to the attention of Donnie Van Ackeren, donnie@galvestoncountyfoodbank.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 The GCFB President via email at donnie@galvestoncountyfoodbank.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 RFP specifications, etc., must be requested by email to donnie@galvestoncountyfoodbank.org by 5:00 PM on July 24, 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 RFP shall be furnished to all prospective bidders as an amendment to the RFP if such information is necessary to bidders in submitting bids on the RFP 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 RFP of the Institution no later than the exact time and date indicated on the face of this RFP. 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 best 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 GCFB.
- b) GCFB 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) GCFB is required periodically to increase or decrease its fleet size and locations due to changes in demand.
- b) GCFB 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

GCFB intends to select the bid with the best value based on the scoring matrix, but it reserves the right to choose multiple bidders in order to meet the needs of GCFB.

Section 4 Scope

GCFB needs four (4) sealed lead acid maintenance free battery operated, rough road pallet jacks for the retail pick up program. These pallet jacks must be able to withstand freezing, refrigerated and hot environments as the jacks will be picking up donated products for the Food Bank. Jacks are transported in a refrigerated truck and pick up pallets in a hot warehouse environment. Jacks are subject to unsteady motions as trucks traverse irregular road surfaces. GCFB is seeking bids for the following equipment or similar other brand as per section 4, number 5 on page 10 of the RFP:

- Four (4) Jungheinrich EJE 120/EJE 225 battery operated pallet jacks that must have a sealed lead acid maintenance free battery
- 24V, 200Ah @ 20hr Rate, approx. runtime hrs: 5.7, 305lbs, Dimensions: 25.06x 7.5x 24.84, pallet jacks-4500-6000 lbs. capacity - Electric Pallet Jacks-overall frame width 28".
- A similar brand and model may be submitted but must have a sealed lead acid maintenance free battery. See item 5 on page 10 on the RFP.

Pallet Jack Specifications

1. The Galveston County Food Bank (GCFB) is requesting bids for Four (4) electric Pallet Jacks. They are to be delivered to the GCFB warehouse, 624 4th Ave. N in Texas City.
2. Please see attached specification sheet for pallet jacks and maintenance free battery.
3. Provide instructions and assistance for product warranties.
4. **Provide estimated delivery date**
5. **Any catalog, brand name or manufacturer's references used in this RFB is descriptive only (not restrictive) and is to indicate type and quality desired. Bids of like nature and quality will be considered unless advertised under a proprietary justification.**
If bidding on other than referenced brand(s) specified, Bidder must submit as part of their bid the following:
An exception list to indicate where the alternate product(s) quoted differs from that specified.
Descriptive literature, illustrations, and/or specifications of quoted product(s).
NOTE: If no exception is taken to reference data or specifications, Bidder will be required to furnish the exact brand name(s)/product(s) as specified.
6. Price to include delivery to GCFB, 624 4th Ave N., Texas City TX
7. Please provide 3 references

D. Quality of previous work – Examples of supplies requested as well as client testimonials and references

E. Statement of the bidder's qualifications and financial capability as they relate to the scope of services – copies of recent audit, a current financial statement or a copy of the contractor's federal income tax return with all amendments preferred. References from a minimum of 3 sources preferred.

F. Technical Expertise and Experience: Provide descriptions and documentation of staff technical expertise and experience

G. Additional services: Additional services outside the listed scope of services supplier will provide i.e. green initiative and social responsibility, inventory management, etc.

H. Additional information the bidder deems appropriate to assist in evaluating the proposal. Additional points will be awarded to Minority (MBE), HUB, Women-owned (WBE), Disadvantaged (DBE), Persons with Disabilities (PDBE), Veteran (VBE), Service Disabled Veteran (SDVBE) or Small (SBE) Business Enterprises with proof of these classifications.

Evaluation of Bidders

Each bidder will be evaluated on the following factors:	Total Possible Points
1 copy of the bid submitted by email with signatures	Required
Bidder representative signatures: <ul style="list-style-type: none"> • RFP Solicitation – pg. 4 • Certificate of Independent Price Determination – pg. 5 • Clean Air and Water Certification – pg. 19 • Form AD-1048 – pg. 20 • Certification Regarding Lobbying – pg. 23 	Required
A. Cost of Goods and Services	55
B. Description of Bidder	5
C. Statement of Understanding	8
D. Quality of previous work	7
E. Statement of the bidders' qualifications and financial capability - higher points given to complete financial, tax or audit records and references from 3 sources.	5
F. Technical Expertise and Experience	5
G. Additional Services	5
H. Additional relevant information - higher points given to those with proof of certification.	10
Max Possible Points	100

Section 6

General Conditions

1. Length of Contract

This contract will be in effect for 6 months beginning July 23, 2024

2. Payment

Invoices should be e-mailed to: PAYABLES@galvestoncountyfoodbank.org

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

3. 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 7

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.

Signature of Authorized Representative, Bidder

Date

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.

Section 8

U. S. DEPARTMENT OF AGRICULTURE

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 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.

Organization Name
Name

PR/Award Number or Project

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

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 9

**PROCUREMENT
Certification Regarding Lobbying**

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

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 **GCFB** 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 **GCFB** 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

disclosure.)

(See next page for public burden

Approved by OMB

0348-0046

<p>1. Type of Federal Action:</p> <p>___ a. contract</p> <p>___ b. grant</p> <p>___ c. cooperative agreement</p> <p>___ d. loan</p> <p>___ e. loan guarantee</p> <p>___ f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p>___ a. bid/offer/application</p> <p>___ b. initial award</p> <p>___ c. post-award</p>	<p>3. Report Type:</p> <p>___ a. initial offering</p> <p>___ 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 & 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 (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>

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.

Federal Use Only:

Authorized for Local Reproduction of: Standard Form - LLL

Battery specifications

The battery must be a sealed lead acid maintenance free battery
24V, 200Ah @ 20hr Rate, approx. runtime hrs: 5.7, 305lbs, Dimensions: 25.06x 7.5x 24.84

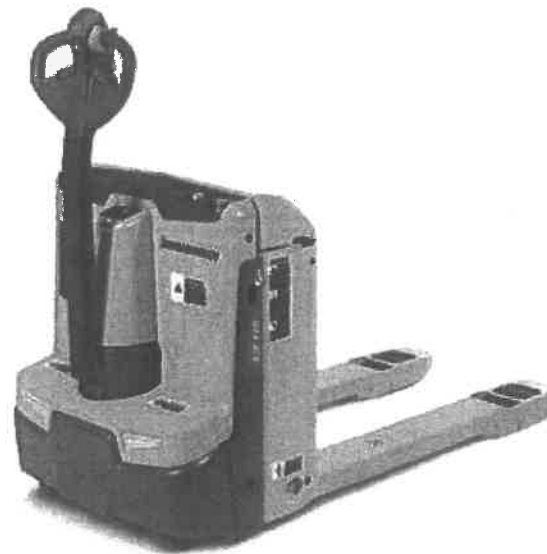
24 Volt 3-phase AC technology for high performance and excellent reliability

Access via key or easyACCESS soft key/PIN code and 2-inch full color display (optional)

Extremely maneuverable, especially in tight spaces, with its shorter chassis and 15.3% less steering effort required

Excellent travel stability with optional ProTracLink caster system

New design includes a more robust, optimized load frame and pallet entry rollers/discs, designed to promote easier pallet entry, with exit rollers being standard



EJE 120 / EJE 225

Electric Walkie Pallet Truck (4,500 - 6,000 lbs.)

The EJE electric walkie pallet trucks are specifically suited for loading and unloading trailers as well as transporting loads over short and medium distances. Both the EJE 120 and 225 come with a medium battery compartment without cover as standard. A small battery compartment is also available for the EJE 120.

Jungheinrich's innovative 3-phase AC drive motor technology, now up to 23% more efficient than previous generations, provides powerful acceleration and a maximum speed of 3.5 mph, even under a full load. In addition, the sealed AC drive motor is low-maintenance, with no carbon brushes to replace.

Jungheinrich's advanced AC impulse controller technology provides stepless speed control via the drive switch and rollback protection on ramps. Travel parameters, including acceleration, speed and motor braking, are easily adjustable. The highly-efficient AC controller ensures excellent energy management and longer operating

times at any performance level. The long, low mounted control handle maximizes the distance between the operator and the truck, ensuring the highest degree of security for the user at all times during normal operation. If space is at a premium, the standard crawl-speed button allows for maneuvering in tight areas with the handle in the vertical position.

A completely redeveloped control handle offers operators a unique, state-of-the-art design with a rocker switch. This ergonomically-arranged design allows the operator to raise and lower the forks with the handle in virtually any position, even when fully vertical at 90 degrees.

Key advantages include:

- Innovative, 1.1 kW (EJE 120) and 1.7 kW (EJE 225), 3-phase AC drive motor for powerful acceleration and excellent speeds
- Rugged chassis and load section for heavy-duty operation

- Brake is automatically applied when travel is not requested to prevent unintentional ramp rollback
- Redesigned forks for improved pallet entry
- Multiple pallet-entry options
- Integrated charger
- Shorter chassis for improved turning radius
- Optional 2" full color display
- ProTracLink for excellent stability
- Lowered battery cover height for improved visibility to fork tips
- 15.3% improvement over the previous generation model in steering effort for even smoother operation

Additionally, the tiller head features an IP rating of 65, effectively sealing out dirt and moisture and prolonging component life.

JUNGHEINRICH

Technical data

		Jungheinrich EJE 120 small electric walkie		Jungheinrich EJE 120 medium electric walkie		
Characteristics	1.1	Manufacturer		Jungheinrich		
	1.2	Model		EJE 120 small		
	1.3	Drive		electric		
	1.4	Type of operation		walkie		
	1.5	Load capacity / rated load	Q	lbs	kg	4,500 2,041
	1.6	Load center distance	c	in	mm	23.6 600
Weights	1.8	Load distance center (drive axle to fork)	x	in	mm	37.7 ¹⁾ 958 ¹⁾
	1.9	Wheelbase	y	in	mm	51.3 ¹⁾ 1,302 ¹⁾
	2.1	Service weight including minimum battery (see line 6.5)		lbs	kg	926 420
Wheels, Chassis	2.2	Axle loading – loaded, drive / load		lbs	kg	1,776 / 3,650 806 / 1,655
	2.3	Axle loading – unloaded, drive / load		lbs	kg	726 / 200 329 / 91
	3.1	Tires				PU / PU PU / PU
	3.2	Tire size, drive		in	mm	9.1 x 2.8 230 x 70
	3.3	Tire size, load		in	mm	3.2 x 4.3 82 x 110
	3.4	Additional wheels – dimensions ³⁾		in	mm	3.9 x 1.6 100 x 40
	3.5	Wheels – number, drive / load (x = driven wheels)				1x+2 1x+2
Dimensions	3.6	Tread, front	b ₁₀	in	mm	20 510
	3.7	Tread, rear	b ₁₁	in	mm	14.3 363
	4.4	Maximum fork height (MFH)	h ₃	in	mm	8.25 210
	4.9	Handle height in drive position, minimum / maximum	h ₁₄	in	mm	29.5 / 48.7 750 / 1,237
	4.15	Lowered fork height	h ₁₅	in	mm	3.23 82
	4.19	Overall length	l ₁	in	mm	64.4 1,636
	4.20	Length to fork face, headlength	l ₂	in	mm	19.1 486
	4.21	Overall width	b ₁	in	mm	28.3 720
	4.22	Fork dimensions, thick / width	s / e / l	in	mm	2.2 / 6.8 / 45.3 55 / 172 / 1,150
	4.25	Overall width across forks	b ₅	in	mm	21.1 535
	4.32	Ground clearance, center of wheelbase	m ₂	in	mm	1.1 30
Performance	4.34.1	Aisle width (for pallets 40" x 48" crossways) ³⁾	Ast	in	mm	70.4 ¹⁾ 1,787 ¹⁾
	4.34.2	Aisle width (for pallets 48" x 40" lengthways) ³⁾	Ast	in	mm	76.5 ²⁾ 1,944 ²⁾
	4.35	Turning radius	W _a	in	mm	58.4 ¹⁾ 1,483 ¹⁾
	5.1	Travel speed, loaded / unloaded		mph	kph	3.5 / 3.5 5.6 / 5.6
	5.2	Lift speed, loaded / unloaded		ft / s	m / s	0.13 / 0.13 0.04 / 0.04
	5.3	Lowering speed, loaded / unloaded		ft / s	m / s	0.16 / 0.13 0.05 / 0.04
	5.8	Maximum gradeability, loaded / unloaded		%		8 / 20 8 / 20
Motors	5.10	Service brake				electric electric
	6.1	Drive motor (rating S ₂ 60 minutes)		kW		1.1 1.1
	6.2	Lift motor rating at S ₂ 10%		kW		1.2 1.2
	6.3	Battery according to DIN 43531/35/36 A, B, C, no.		no. B		no. B no. B
	6.4	Battery voltage		V/Ah		24 / 150 24 / 250
	6.5	Battery weight, minimum		lbs	kg	333 151
	6.6	Energy consumption according to DIN EN 16796		kWh/h		0.34 0.34
	6.7	Turnover output according to VDI 2198		US t/h t/h		128 117
Other	6.8	Turnover efficiency according to VDI 2198		kWh/h		0.7 0.7
	10.7	Sound pressure level at the operator's seat		dB (A)		61 61

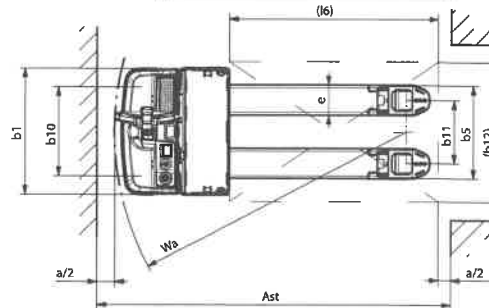
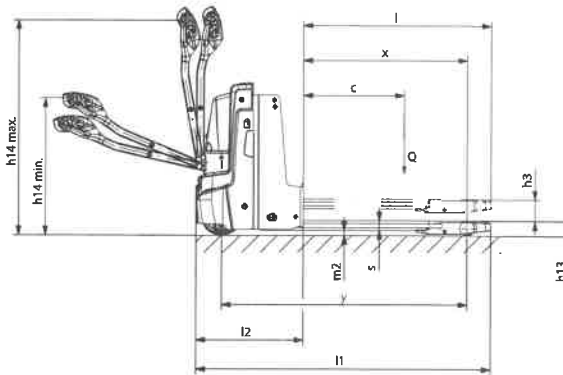
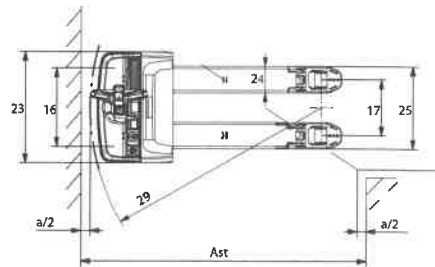
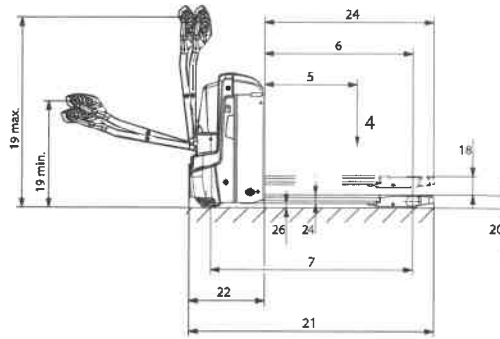
1) Dimensions are published with raised forks. Lowering the forks results in +2.2 inches added.
2) Dimensions are published with raised forks. Lowering the forks results in +1.14 inches added.
3) Measurements include 7.9" safety clearance calculated for maneuvering

This specification sheet only provides technical values for the standard truck. Non-standard tires, different masts, additional equipment, etc., could produce other values. Rights reserved for technical changes and improvements.

as of: 11/2018

EJE 120 / 225

1.1	Jungheinrich	
1.2	EJE 225	
1.3	medium	
1.4	electric	
1.5	walkie	
1.6	6,000	2,721
1.8	23.6	600
1.8	37.7 ¹⁾	958 ¹⁾
1.9	56.1 ¹⁾	1,423 ¹⁾
2.1	1,193	541
2.2	2,694 / 4,497	1,222 / 2,040
2.3	926 / 267	420 / 121
3.1	PU / PU	
3.2	9.1 x 2.8	230 x 70
3.3	3.2 x 4.3	82 x 110
3.4	3.9 x 1.6	100 x 40
3.5	1x+2	
3.6	20	510
3.7	14.3	363
4.4	8.25	210
4.9	29.5 / 48.7	750 / 1,237
4.15	3.23	82
4.19	69.3	1,760
4.20	24.0	610
4.21	28.7	728
4.22	2.2 / 6.8 / 45.3	55 / 172 / 1,150
4.25	21.1	535
4.32	1.1	30
4.34.1	72.2 ¹⁾	1,833 ¹⁾
4.34.2	80.2 ²⁾	2,036 ²⁾
4.35	63.1 ¹⁾	1,604 ¹⁾
5.1	3.5 / 3.5	5.6 / 5.6
5.2	0.16 / 0.23	0.05 / 0.07
5.3	0.16 / 0.13	0.05 / 0.04
5.8	8 / 20	
5.10	electric	
6.1	1.7	
6.2	2.2	
6.3	no. B	
6.4	24 / 250	
6.5	485	220
6.6	0.37	
6.7	163	
6.8	0.82	
10.7	70	



Note: Equipping this model (these models) with a power source (e.g. Lithium-ion, Hydrogen Fuel cell, etc.) that has not been previously approved by the factory is considered a modification. Per OSHA 1910.178 and ANSI/ITSDF B56.1, please consult with your factory representative prior to installing any non-OEM power source that has not been previously approved.

The Jungheinrich Advantage

Innovative 3-phase AC technology

Jungheinrich proprietary 3-phase AC motor technology provides increased efficiency and reduced operating costs. The following advantages maximize uptime and productivity:

- Outstanding efficiency due to excellent energy management.
- Powerful acceleration even with a fully-rated load.
- Top speed of 3.5 mph with a fully-rated load.
- Quick directional changes without hesitation.

Powerful due to innovative 3-phase technology

- No carbon brushes or commutators to replace, resulting in reduced maintenance requirements.
- 2-year warranty on drive motor.

Long operating times

Battery capacities up to 250 Ah provide long operating times.

- Optional integrated charger for standard battery to max of 400 Ah and for maintenance free battery max of 300 Ah.

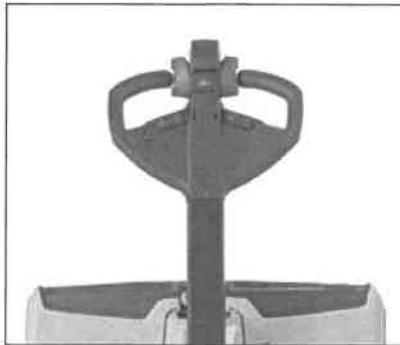
24V 110 Ah Lithium Ion

Lithium Ion package option (EJE 120) offers many advantages:

- On-board charger Li-ion (maximum charge time 3.5 hours).
- 50% battery charge after only 85 minutes of charging.
- Charge can be interrupted at any time without adverse effects.
- No need to add water.
- Maintenance-free.
- Long service life.

Excellent stability

- Optional "ProTracLink" caster wheel system, linked via a cushioned torsion bar, distributes stabilizing forces based on travel conditions (i.e. evenly across all wheels during straight travel; concentrated on the outer support when turning the wheel).



Ergonomic control handle

Multi-function control handle

The redeveloped tiller handle adjusts to different operator requirements:

- Clearly marked operator controls and rocker switches allow for intuitive operation in any handle position.
- Crawl-speed button is positioned on the back of the control handle for quick access and ease of operation when the handle is in the vertical position.

Rugged construction for tough applications

- Chassis made of high quality, 0.3 inch thick steel.
- Rolled steel forks for excellent durability.
- 3 degree beveled down forks for better pallet entry.
- Optimal cross-pallet entry supported by standard fork marks which also helps to avoid pallet damage.
- Pallet exit rollers for easy pallet exiting.
- Fork tip marks for improved guidance.

Well informed at any time

- Standard key switch with BDI.
- Optional 2-inch display with BDI, driving programs, speed indicator and option settings.
- Access system with key, easyACCESS (soft-key) or PinCode.

Additional features

- Shorter, more compact chassis for better maneuverability.
- Most versatile truck in its class with optimized load frame and 3-degree beveled fork tips.
- Redesigned lowered battery box for improved visibility.
- Streamlined cables and wires for improved maintenance and serviceability.
- Ability to program truck to 3 different performance levels.
- Speed control tiller for reduced speed in critical tiller angles.
- Unit reflectors.
- Energy saving option to shut down after 5 minutes of non-usage to conserve energy.
- Redesigned wheels for greater stability.
- New pallet entry discs rotate to effectively grab the bottom deck board and pull the forks forward into the pallet.
- Optional freezer package available on the EJE 120.

Built in compliance with ANSI/ITSDF B56.1 design specifications for Type E industrial trucks with Type E battery at time of manufacture.

Parts when you need them*

Jungheinrich's Parts Fast or Parts Free Guarantee ensures next-business day delivery by 5:00 PM of all Jungheinrich parts in the United States, or they're free, including freight. For customers in Canada and Mexico, the guarantee ensures shipping of parts within 24 hours from the time the order was placed by the dealer. See your local Jungheinrich dealer for program details.

* Programs may be subject to change without notice and may vary by region. Please ask your local Jungheinrich dealer for complete terms and conditions.