



**REQUEST FOR PROPOSAL
FOR
RTU/HVAC UNIT REPLACEMENTS**

BID #FY26-11

DATE: FEBRUARY 24, 2026

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

**REQUEST FOR PROPOSAL
RTU/HVAC UNIT REPLACEMENTS
BID #FY26-11**

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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.

The Houston Food Bank (HFB) is securing bids for the completion of the specified project. The contract term will extend from the date of award until the project is fully completed and accepted by HFB, including all deliverables, inspections, and required testing. No annual renewal terms apply. All materials are to be delivered to Houston Food Bank located at: 535 Portwall St., Houston TX 77029.

HFB is soliciting proposals from qualified, licensed, and insured contractors to replace ten (10) existing Lennox rooftop HVAC (RTU) units at the 535 Portwall facility. The current units are approximately 15 years old and have reached the end of their expected service life, resulting in increased maintenance needs and reduced efficiency. The scope of work should include removal and proper disposal of existing units, installation of new comparable or upgraded RTUs, and all required labor, materials, and equipment. Vendors must provide a Certificate of Insurance (COI), proof of licensing, qualified personnel, warranty information, estimated project timelines, and any recommendations for energy-efficient solutions. Proposals will be evaluated based on contractor qualifications, responsiveness, cost-effectiveness, and experience with comparable commercial projects.

GENERAL CONDITIONS FOR BIDDERS:

Submission Guidelines

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

Bidding begins February 24, 2026 at 8:00 AM and ends March 10, 2026 at 5:00 PM at the Houston Food Bank.

1. Bids shall be executed and submitted via e-mail. Please submit to Laura Flores lflores@houstonfoodbank.org and hfbprocurement@houstonfoodbank.org
2. Please include in the Email Subject Line: **Bid #FY26-11** Bids will be opened at 10:00 AM, March 4, 2026 via Zoom. You are invited but not required to be present.

Should you have any questions concerning this request for proposals please let us know via email at lflores@houstonfoodbank.org and hfbprocurement@houstonfoodbank.org

Sincerely,

Sarah McIntire
Director of Acquisition and Procurement
Houston Food Bank

**SECTION 1
REQUEST FOR PROPOSALS**

This document contains a Request for Proposals for RTU/HVAC UNIT REPLACEMENTS. 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 an award between the successful bidder and the Institution. (Accepting a bid does not constitute acceptance of the contract.)

Soliciting Institution:

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

Bid number: FY26-11

Bid Issue Date: February 24, 2026

On-site visit must be completed: March 4, 2026

Question Period closes: March 6, 2026

Bid Due Date: March 10, 2026

Bid Receipt Confirmation Date: March 11, 2026

Time: 10:00 AM

Location: ZOOM Meeting ID: 827 2463 2351 Passcode: 602790

Contract Commencement Date: Upon execution of the contract by both parties, with the later execution date serving as the effective date.

Contract Expiration Date: The Contract will expire upon completion and formal acceptance, including written approval, of the project by HFB.

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 they receive an award under this solicitation, they shall operate in accordance with all applicable current program regulations. This agreement shall remain in effect until completion and formal acceptance, including written approval, of the project by HFB.

NAME OF BIDDER:

NAME OF AUTHORIZED REPRESENTATIVE:

PRINT OR TYPE NAME OF COMPANY

PRINT OR TYPE NAME OF AUTHORIZED REPRESENTATIVE

STREET ADDRESS

SIGNATURE OF AUTHORIZED REPRESENTATIVE

CITY, STATE, AND ZIP CODE

TITLE OF AUTHORIZED REPRESENTATIVE

TELEPHONE

DATE

ACCEPTANCE

Bid Name & Number:
FY26-11 RTU/HVAC Unit Replacements

Institution Name:
Houston Food Bank

Institution's Authorized Representative:

Brian Greene
TITLE: PRESIDENT AND CEO

INSTITUTION SIGNATURE & DATE

**SECTION 2
CERTIFICATE OF INDEPENDENT
PRICE DETERMINATION**

- (a) By submission of this bid, the authorized representative certifies and in the case of a joint bid, each party thereto certifies, as to its' own organizations, in connection with this procurement:
1. The prices in this bid have been determined 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 purposes of restricting competition.
- (b) Each person signing this bid certifies:
- The person in the bidder's organization is responsible within the organization for the decision as to the prices being offered herein and they have 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 the organization for the decision as to the prices being offered herein but they have been authorized in writing to act as agent for the persons responsible for such decision in certifying such persons have not participated in and will not participate in any action contrary to (a) ((1) through (a) (3) above and as their agent does hereby so certify and they have not participated, will not participate in any action contrary to (a) ((1) through (a) (3) above.

SIGNATURE OF BIDDER'S AUTHORIZED REPRESENTATIVE

PRINTED TITLE AND 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 BIDDER'S AUTHORIZED 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 Houston Food Bank which operates TEFAP, CSFP, CACFP, and SFSP Program which is issuing this RFP.
- f) The Institution’s contact is Laura Flores, Procurement Manager at lflores@houstonfoodbank.org and HFBprocurement@houstonfoodbank.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 Houston Food Bank by to the attention of Laura Flores, lflores@houstonfoodbank.org and HFBProcurement@houstonfoodbank.org
- e) An interested party may protest the solicitation, the cancellation of the solicitation, or the award or proposed award of a contract in writing by contacting Laura Flores and HFB Procurement via email at HFBProcurement@houstonfoodbank.org and lflores@houstonfoodbank.org.

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

3. Explanation to Bidders

Any explanation/questions desired by a bidder regarding the meaning or interpretation of the RFP specifications, etc., must be requested by email to Laura Flores lflores@houstonfoodbank.org and HFBProcurement@houstonfoodbank.org by the date and time addressed in Section 1, 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 time 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 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 highest scored 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 belonging to a bidder whose investigation shows is not in a position to fulfil 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 considered confidential and shall not be disclosed by Bidder without written authorization by HFB.
- b) HFB shall grant such authorization if disclosure is required by law. Bidder's covenant under this Section shall survive the termination of this Agreement.

12. Addition and Removal of Locations

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

13. Bidder Selection

HFB 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 HFB.

SECTION 4 SCOPE

1. Introduction

The Houston Food Bank (HFB) is seeking proposals from qualified, licensed, and insured HVAC contractors to provide rooftop unit (RTU) and HVAC equipment replacement services at its main facility in Houston, Texas.

The purpose of this RFP is to establish a service agreement with one or more vendors capable of delivering safe, compliant, cost-effective, and timely HVAC unit replacement services that support the critical operations of HFB. All work must comply with applicable local, state, and federal codes, manufacturer specifications, and industry best practices. Only Lennox brand RTU/HVAC units will be accepted for replacement.

2. Facility Location

HVAC replacement services will be required at the following property:

Houston Food Bank – Main Facility
535 Portwall Street
Houston, TX 77029

3. Scope of Services

The selected vendor(s) will provide RTU and HVAC unit replacement services on an as-needed basis. The scope includes, but is not limited to, the following:

RTU / HVAC Unit Replacement

- Removal and proper disposal of existing rooftop HVAC units
- Furnishing and installation of Lennox brand RTU/HVAC units only
- Replacement of the following units:
 - RTU # Service Area
 - RTU 1-1 Emergency Pantry
 - RTU 1-2 Operations/Admin Offices Area
 - RTU 1-3 Staff Break Room
 - RTU 1-4 Main Lobby
 - RTU 1-5 Volunteer Break Area
 - RTU 1-13 Carousel Room
 - RTU 1-15 Dry Prep Room
 - RTU 1-17 Repack Room
 - RTU 2-18 Conference Center Waiting Area
 - RTU 2-19 Board Room
- Proper rigging, crane coordination, and rooftop safety measures
- Curb adapters or modifications, if required
- Coordination with HFB staff to minimize operational disruption

Mechanical & Electrical Integration

- Connection to existing ductwork, gas lines, electrical, and controls
- Replacement or modification of disconnects, whips, and controls as required
- Coordination with building automation systems (BAS), if applicable

Startup, Testing & Commissioning

- System startup and functional testing
- Verification of airflow, refrigerant charge, gas pressure, and controls
- Commissioning documentation and startup reports

Permits & Compliance

- Procurement of all required permits and inspections
- Compliance with manufacturer requirements, local building codes, and OSHA standards

Additional Services

- Load calculations and equipment sizing verification (if required)
- Recommendations for energy-efficient upgrades (Lennox only)
- After-hours or weekend work, as necessary

4. Vendor Requirements

Vendors responding to this RFP must meet the following minimum qualifications:

- Hold valid HVAC and mechanical licenses in the State of Texas
- Maintain required insurance coverage, including:
 - General Liability Insurance
 - Workers' Compensation Insurance
 - Automobile Liability Insurance
 - Certificate of Insurance (COI) listing Houston Food Bank as the certificate holder
- Employ qualified, background-checked technicians with demonstrated RTU and commercial HVAC replacement experience
- Demonstrate experience coordinating crane lifts and rooftop equipment installations
- Maintain appropriate tools, vehicles, lifting coordination, and safety equipment
- Comply with all applicable OSHA, EPA, and local safety regulations
- Supply only Lennox brand RTU/HVAC units for replacement projects

5. Pricing & Cost Structure

Proposals must include a unit-by-unit cost breakdown for each RTU listed in Section 3, including:

- Replacement pricing per Lennox RTU unit
- Equipment cost and Lennox manufacturer information
- Labor costs (standard, overtime, and after-hours if applicable)
- Crane and rigging costs (if required)
- Permits and inspection fees
- Warranty terms (equipment and labor)
- Any assumptions, exclusions, or optional upgrades

6. Proposal Submission Requirements

Each proposal must include the following:

1. Company Profile – Years in business, staff size, and HVAC specialization
2. Licenses & Certifications – Copies of current HVAC/mechanical licenses
3. Insurance Documentation – Proof of coverage and sample COI
4. Project Team – Key personnel supporting the project, with credentials
5. Equipment Information – Proposed Lennox models and efficiency ratings
6. Replacement Approach – Methodology, safety plan, and anticipated schedule
7. References – At least three (3) commercial clients with similar RTU/HVAC replacement projects

8. Past Performance – Examples of RTU or large-scale HVAC replacement projects

7. Evaluation Criteria

Proposals will be evaluated based on the following:

- Compliance with RFP requirements
- Demonstrated experience with RTU/HVAC replacements
- Project approach, safety plan, and schedule feasibility
- Cost competitiveness and pricing transparency
- Quality of references and past performance
- Warranty coverage and post-installation support

**SECTION 5
SUBMISSION CRITERIA**

Provide the following information in the response lines below or attached to the submitted RFP. Other acceptable responses are “Please see attached on pg. XX of submitted proposal” to point HFB to the exact information or “Not applicable,” but please remember a response is required for each request below.

A. Costs – The purchase price plus the total long-term cost to the Houston Food Bank to acquire the Contractor’s goods or services. Please provide details about the type of pricing used (i.e., Bill Rate, Mark-up, etc.) by Contractor and break down the different elements of the pricing including fees, taxes, etc. Provide any additional cost details in the lines below:

B. Description of Bidder – include locations of offices and persons responsible for services and point of contact for Houston Food Bank.

C. Statement of understanding of the services requested – include a narrative and work plan outlining an approach for addressing the requirements of the RFP.

D. Quality of previous work – Examples specific to the scope of work proof of concept workflows, as well as client testimonials and references

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

F. Additional services: Additional services outside the listed scope of services supplier will provide.

G. 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 by the following factors:	Total Possible Points
One (1) copy of the bid submitted by email – original copy noted with written or electronic signatures	Required
Bidder representative signatures: <ul style="list-style-type: none"> • RFP Solicitation – pg. 4 • Acceptance – pg. 4 • Certificate of Independent Price Determination – pg. 5 • Clean Air and Water Certification – pg. 21 • Form AD-1048 – pg. 22 • Certification Regarding Lobbying – pg. 24 	Required
A. Cost of Goods and Services	35
B. Description of Bidder	5
C. Statement of Understanding	25
D. Quality of previous work	10
E. Capabilities to provide ongoing support, clear documentation of processes, training resources	10
F. Technical Expertise and Experience	5
G. Additional Services	5
H. Additional relevant information - higher points given to those with proof of certification.	5
Max Possible Points	100

SECTION 6 INSURANCE REQUIREMENTS

PROVIDER RESPONSIBILITIES:

- A. Provider shall, at its own expense, obtain, maintain, and keep in full force and effect throughout the term of this Agreement all insurance coverages required under this Agreement, with reputable insurers rated A-, VII or better by A.M. Best.
- B. Provider shall obtain, maintain, and fully comply with all insurance requirements, including applicable coverages, types, limits, documentation, notices, endorsements, and related obligations specified in the Insurance Requirements section of this Agreement throughout the performance of services.
- C. HFB must review and approve driver MVR and DOT records prior to assignment, if assigning commercial drivers.

COVERAGES:

1. Commercial General Liability (CGL)
 - Coverage for bodily injury, property damage, personal/advertising injury, and contractual liability.
 - Minimum limits: \$1,000,000 per occurrence, \$2,000,000 aggregate.
 - Houston Food Bank and its affiliates shall be named as Additional Insureds on a primary and non-contributory basis.
 - Waiver of Subrogation in favor of Houston Food Bank and its affiliates
 - Coverage shall extend to claims arising from Provider's employees and subcontractors performing services under this Agreement.
2. Automobile Liability
 - Coverage for all owned, hired, and non-owned vehicles used in connection with assignments.
 - Minimum limits: \$1,000,000 combined single limit per accident.
 - Houston Food Bank and its affiliates shall be named as Additional Insureds on a primary and non-contributory basis.
 - Waiver of Subrogation in favor of Houston Food Bank and its affiliates
 - *If Provider supplies commercial drivers for HFB assignments, they must also comply with DOT and MVR review requirements.*
3. Umbrella / Excess Liability
 - Provides additional limits above CGL, Auto, and Employer's Liability policies.
 - Minimum limits: \$3,000,000 per occurrence/aggregate.
 - Additional Insured and Waiver of Subrogation for Houston Food Bank and Affiliates follows form to the underlying policies.
 - Extends coverage to Provider's employees and subcontractors performing services under this Agreement.
4. Professional Liability / Errors & Omissions (E&O)
 - Coverage for claims arising from Provider's errors, omissions, or negligent acts in the performance of professional services.

- Minimum limits: \$1,000,000 per claim, \$2,000,000 aggregate.
 - Coverage extends to Provider's employees and subcontractors.
5. Workers' Compensation / Employer's Liability
 - Statutory Workers' Compensation coverage for all personnel performing services under this Agreement.
 - Employer's Liability minimum limits: \$1,000,000 per accident, \$1,000,000 disease policy limit, \$1,000,000 per employee.
 - Provider shall list Houston Food Bank and its affiliates as Alternate Employer under its Workers' Compensation policy.
 - Coverage shall include all Provider employees and subcontractors performing services under this Agreement.
 - Waiver of subrogation in favor of Houston Food Bank and affiliates is required.
 6. Cyber Liability / Data Breach / Privacy Insurance (*highly recommended*)
 - Coverage for unauthorized access, data breaches, or confidentiality violations.
 - Minimum limits: \$1,000,000 per occurrence/aggregate.
 - Houston Food Bank and its affiliates shall be named as Additional Insureds.
 - Includes notification costs, legal defense, regulatory fines, and damages.
 7. Employment Practices Liability (EPL) (*recommended*)
 - Coverage for claims of wrongful termination, discrimination, harassment, or other employment-related issues.
 - Minimum limits: \$1,000,000 per occurrence/aggregate which should extend to 3rd party.
 - Coverage shall extend to Provider's employees and subcontractors performing services under this Agreement.
 8. Fiduciary Liability (*if managing employee benefit plans*)
 - Protects against claims involving mismanagement of employee benefits.
 - Minimum limits: \$1,000,000 per occurrence/aggregate.
 9. Crime / Fidelity Coverage (*recommended*)
 - Coverage for theft, fraud, or misappropriation by Provider's employees or subcontractors.
 - Minimum limits: \$1,000,000 per occurrence/aggregate which should extend to 3rd party.
 10. Sexual Abuse / Molestation Liability (*if applicable to services*)
 - Minimum limits: \$1,000,000 per occurrence/aggregate.
 - Houston Food Bank and its affiliates shall be named as Additional Insureds.

ADDITIONAL REQUIREMENTS:

- Certificates of Insurance evidencing all required coverages must be provided to and approved by Houston Food Bank prior to the start of services and upon renewal. Certificate holder shall read as follows: Houston Food Bank, 535 Portwall Street, Houston, TX 77029.

- Provider shall provide at least 30 days' prior written notice of cancellation, non-renewal, or material modification of any insurance policy.
- All policies shall include coverage for claims arising from the acts of Provider's employees and subcontractors performing services under this Agreement.

ACKNOWLEDGEMENT:

Provider shall fully comply with all insurance requirements under this Exhibit. Noncompliance with any insurance requirement under this Exhibit, including but not limited to failure to provide certificates of insurance, maintain coverage limits, or list Houston Food Bank as Additional Insured, shall be deemed a material breach of the Agreement.

SECTION 7 GENERAL CONDITIONS

1. Length of Contract

The contract shall remain in effect from the date of execution by both parties until the project is fully completed and accepted by HFB, including all deliverables, inspections, and required testing. No annual renewal terms apply.

2. Payment

Invoices should be e-mailed to: Invoices@houstonfoodbank.org. Houston Food Bank's policy is to pay invoices on terms of Net 30.

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; 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 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) 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 BIDDER'S AUTHORIZED REPRESENTATIVE

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, contractors shall be required to compute the wages of every laborer on the basis of a standard work week of 40 hours. Work in excess of the standard workweek is permissible provided the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked more than 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 any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME

PR/AWARD NUMBER OR PROJECT NAME

SIGNATURE OF BIDDER'S AUTHORIZED REPRESENTATIVE

DATE

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 which 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 Instructions (1/92)

SECTION 9
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 their knowledge and belief:

- (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 Houston Food Bank 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 Houston Food Bank 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
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 & 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>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="padding-left: 40px;">nature</p> <p>_____</p> <p style="padding-left: 40px;">value</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:

(Attach continuation sheet(s) if necessary)

15. Continuation Sheet(s) attached: Yes No

<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 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>
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