REQUEST FOR PROPOSAL
HOUSTON FOOD BANK WEST
Clearing, Grubbing, Mass Grading, and Storm Water Outfall Installation
SITE PACKAGE 1

DATE: DECEMBER 15, 2022

Tellepsen Builders, LP
777 Benmar Drive, Suite 400
Houston, TX, 77060
Phone (281) 447-8100
Website http://www.tellepsen.com

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To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:
(1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;

(2) fax: (202) 690-7442;
or

(3) email: program.intake@usda.gov.
Tellepsen Builders is an equal opportunity provider.
Tellepsen Builders, LP as the Construction Manager at Risk (CMaR) is requesting proposals for HFB West -Site Package 1: Clearing, Grubbing, Mass Grading and Storm Water Outfall Installation for the new Houston Food Bank West facility located on 51.64 acres at 2121 West Mount Houston Road, Houston, Texas 77038.

**DOCUMENT ACCESS:**
The complete RFP and supporting documents, plans, specs, Harris County wage rate, Tellepsen standard subcontract agreement and insurance requirements is available to interested proposers through Smartbidnet.com via a RFP invitation sent by Tellepsen Builders, LP. Contact Ezra Wilson, ewilson@tellepsen.com, 281-447-8100 to receive a RFP invitation.

**GENERAL CONDITIONS FOR PROPOSERS:**

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

Proposal period begins Thursday, December 15, 2022 and ends at 5:00 PM on Thursday, 1/12/2023 at the office of Tellepsen Builders, LP

1. Proposals shall be executed and submitted via e-mail. Please submit to btaker@tellepsen.com and hfbprocurement@tellepsen.com
   a. Please include in the Email Subject Line: HFB West Site Package 1
2. Proposal receipt confirmation will be at 10:00 AM, Friday, 1/13/2023 via virtual meeting. Proposers 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 ewilson@tellepsen.com and hfbprocurement@tellepsen.com.

Sincerely,

John Waltz
Project Executive
Tellepsen Builders, LP
Section 1 REQUEST FOR PROPOSALS

This document contains a Request for Proposals for HFB West Site Package 1: Clearing, Grubbing, Mass Grading and Utilities. 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 and award, successful proposer shall enter into a subcontract with Tellepsen Builders, LP for all or designated parts of the scope of work (Accepting a proposal does not constitute acceptance of the contract.)

Soliciting CMaR:
Tellepsen Builders, LP
777 Benmar Drive, Suite 400
Houston, TX, 77060
Phone (281) 447-8100

Proposal number: HFB West Site Package 1

Proposal Issue Date: Thursday, December 15, 2022

Virtual Question and Answer Session (Not Mandatory for Proposers)
Date: Dec 20, 2022 11:00 AM CST
Location: Virtual meeting, access link within Smartbid, 4. Files/Plan Room, General Documents for Teams Meetings Link to Question and Answer Session

Site Visit (Not Mandatory for Proposers) will be confirmed in Dec 20th virtual meeting
Date: Dec 21, 2022 9:00 AM CST
Location: 2121 West Mount Houston Road, Houston, TX 77038

Proposal Due Date: Thursday, January 12, 2023 by end of business day at 5:00PM, CST.

Proposal Receipt Confirmation Date: Friday, January 13, 2023 at 10:00AM, CST
Location: Virtual meeting, access link within Smartbid, 4. Files/Plan Room, General Documents for Teams Meetings Link to Proposal Receipt Confirmation

Contract Commencement Date: See project schedule posted with RFP through Smartbid for anticipated progress of the work.

Total Amount of Proposal: $ ____________________________ dollars

__________________________________________ In dollars

__________________________________________ dollars

Written in words
(completed by proposer- in lieu of completing, proposers may supply additional proposal amount detail on an attachment on company letterhead)
Proposer is to identify cost for each major area of work as noted below:

Note: CMaR reserves the right to award all major areas of work under one subcontract or to award each major area of work as separate subcontracts or as a combination. Proposer is to identify by “NO BID” if not proposing on a certain major area of work.

1. **Clearing and Grubbing** - $__________________ (in dollars)
   The scope of work for this package is located at the intersection of W Mt Houston Rd (also known as S.H. 249) and Ella Boulevard at the project site located at 2121 W. Mt Houston Rd., Houston, TX 77038. This work shall consist of clearing, grubbing, removing, and disposing of all vegetation and debris, except such objects as are designated to remain or are to be removed in accordance with other sections of the specifications and the plans; within the construction limits shown on the plans. If no construction limits are shown, the right-of-way and easement areas will be the construction limits. This work shall include the preservation from injury or defacement of all vegetation and objects designated to remain.

2. **Mass Grading** - $__________________ (in dollars)
   The scope of work for this package is located at the intersection of W Mt Houston Rd (also known as S.H. 249) and Ella Boulevard at the project site located at 2121 W. Mount Houston Rd., Houston, TX 77038. This work shall consist of excavation, dirt moving, grading, haul off, and soil import and placement in accordance with other sections of these specifications and the plans; within the construction limits shown on the plans. If no construction limits are shown, the right-of-way and easement areas will be the construction limits. This work shall include the preservation from injury or defacement of all vegetation and objects designated to remain on site and in the right-of-way and any and all required inspections as noted in the permits for the work.

3. **Storm Sewer Outfall Installation** - $__________________ (in dollars)
   The scope of work for this package is located at the intersection of W Mt Houston Rd (also known as S.H. 249) and Ella Boulevard at the project site located at 2121 W. Mount Houston Rd., Houston, TX 77038. This work shall consist of excavation, bedding, backfill, boring, haul off, and soil import and placement in accordance with other sections of these specifications and the plans; within the construction limits shown on the plans. If no construction limits are shown, the right-of-way and easement areas will be the construction limits. This work shall include the preservation from injury or defacement of all vegetation and objects designated to remain on site and in the right-of-way and any and all required inspections as noted in the permits for the work. A storm sewer connection will be established to the storm sewer on north side of S.H. 249. Utilities, inclusive of detention pond outfalls and structures, underground piping, boring and connection to existing storm sewer will be required. Traffic control and shoring as required for connection to existing is to be included in response at north side of West Mount Houston Road.

Name of Proposer: ____________________________

Name of Authorized Representative: ____________________________

Print or Type Name of Company ____________________________

Print or Type Name of Representative ____________________________

Street Address: ____________________________

By: ____________________________

Signature of Representative (in blue ink) ____________________________

City, State, and Zip Code: ____________________________

Title: ____________________________

Telephone Number: ____________________________

Date: ____________________________
Section 2

Certificate of Independent Price Determination

(a) By submission of this proposal, the proposer certifies, and in the case of a joint proposal, each party thereto certifies, as to its own organizations, that in connection with this procurement:
1. The prices in this proposal 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 proposer or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to proposal opening, directly or indirectly to any other proposer or to any competitor; and
3. No attempt has been made or will be made by the proposer to induce any person or firm to submit or not to submit, a proposal for the purpose of restricting competition.

(b) Each person signing this proposal certifies that:
☐ The person in the proposer'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 proposer'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 proposer's authorized representative
Title ________________________________ Date ______________

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

__________________________________________________________
Signature of Authorized CMaR Representative

Note: Proposer shall execute this Certificate of Independent Price Determination. CMaR will provide an executed copy to successful proposer post award.
Section 3

Instructions to Proposers

1. Definitions

As used herein:

a) The term “proposal” means an offer to perform the work described in this Request for proposals at the fixed lump sum price specified in accordance with the terms and conditions of the solicitation.

b) The term “proposer” refers to a company submitting a proposal in response to this Request for proposals.

c) The term “contractor” means a successful proposer who is awarded a subcontract by the CMaR for the Houston Food Bank as 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 proposals through the formal advertising method of competitive sealed proposal procurement.

e) The term “Institution” means the Houston Food Bank which operates TEFAP, CSFP, CACFP, and SFSP Program.

f) The term CMaR means the Construction Manager at Risk Tellepsen Builders LP.

g) The CMAR’s contact is John Waltz, Project Executive or Ezra Wilson, Senior Estimator.

h) The term “responsive” means the proposer conforms to all material terms and conditions of the RFP.

i) The term “responsible” means the proposer is capable of successfully performing under the terms and conditions of the subcontract with the CMaR.

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

2. Submission of Proposals

a) Proposers are expected to examine carefully the specifications, schedules, attachments, terms and conditions of this RFP. Failure to do so shall be at the proposer’s risk.

b) Proposals shall be executed and submitted by email to bidtaker@tellepsen.com
c) An interested party may protest the solicitation, the cancellation of the solicitation, or the award or proposed award of a subcontract in writing by contacting Tellepsen Builders, LP via email at btaker@tellepsen.com and hfbprocurement@tellepsen.com

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

3. Explanation to Proposers

Any explanation/questions desired by a proposer regarding the meaning or interpretation of the RFP specifications, etc., must be requested by email to Ezra Wilson, ewilson@tellepsen.com by 5:00 PM on Thursday, December 22, 2022 to allow sufficient time allowed for a reply to reach all proposers before proposal due date on January 12, 2023.

Oral explanations or instructions given before the award of the contract shall not be binding. Any information given to a prospective proposer concerning an RFP shall be furnished to all prospective proposers as an amendment to the RFP if such information is necessary to proposers in submitting proposals for the RFP or if the lack of such information would be prejudicial to uninformed proposers.

4. Acknowledgment of Amendments to Submitted Proposals

Receipt of an amendment to a proposal by a proposer must be acknowledged by proposer on the submitted proposal.

5. Time for Receiving Proposals

Sealed proposals may be deposited at the address specified on the RFP of the CMaR no later than the exact time and date indicated as the due date and time for proposals. Proposals received prior to the time of opening will be securely kept, unopened.

6. Error in Proposals

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

7. Award of Subcontract

The subcontract will be awarded to the proposer that reflects best value.

a) The CMaR and the Institution reserves the right to reject any or all proposals when there are sound documented business reasons in the best interest of the Project and to waive informalities and minor irregularities in proposals received.
b) The CMaR and the Institution reserves the right to reject the proposal of a proposer who has previously failed to perform properly or complete on time contracts of a similar nature, or the proposal of a proposer 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 proposer’s integrity, compliance with public policy, and financial and technical resources.

8. Late Proposals, Modifications of Proposals or Withdrawals of Proposal

a) Any proposal received after the exact time specified for receipt will not be considered.

b) A proposal may also be withdrawn in person by a proposer or his authorized representative, provided his identity is made known and he signs a receipt for the proposal, but only if the withdrawal is made prior to the exact time set for receipt of proposals.

c) The only acceptable evidence to establish the date of emailing of a late proposal, 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.

9. Confidentiality

a) Proposer covenants that all data, documents, discussion, or other information developed or received by proposer or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Proposer without written authorization by CMaR.

b) CMaR shall grant such authorization if disclosure is required by law. Proposer’s covenant under this Section shall survive the termination of this Agreement.

10. Proposer Selection

CMaR intends to select the proposal with the best value based on the scoring matrix, but it reserves the right to choose multiple proposers in order to meet the needs of CMaR and the Institution.
Section 4 Scope

Proposers to describe their scope and list any exclusions or qualifications. Provide as an attachment on proposer’s company letterhead as necessary.
Section 6 UNIT COST

Proposer to provide unit cost as enumerated below in response to RFP. (Note: unit cost listing will be provided by Addendum)
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 CMaR to the exact information or “Not applicable”, but please remember a response is required for each request below.

A. Cost of Work – Provide proposed detailed cost description for the scope of work described in Section 4 above.

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B. Description of Proposer – include locations of offices and persons responsible for services and point of contact for Tellepsen Builders, include resumes and qualifications of key personnel proposed for the project. Provide as an attachment if necessary.

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

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D. Quality of previous work – Examples of similar project experiences as well as client testimonials and references with contact information.

E. Proposers are required to be current or to complete Tellepsen’s Pre-Qualification process with related financial and insurance information to be able to enter into a subcontact with Tellepsen Builders, LP.

F. Additional relevant information the proposer 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. Attach certifications as necessary.
Evaluation of Proposers

Each proposer will be evaluated on the following factors:

<table>
<thead>
<tr>
<th>Factor</th>
<th>Total Possible Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 copy of the proposal submitted by email – original copy if delivered noted with signatures in blue ink</td>
<td>Required</td>
</tr>
<tr>
<td>Proposer representative signatures:</td>
<td>Required</td>
</tr>
<tr>
<td>- RFP Solicitation – pg. 4</td>
<td></td>
</tr>
<tr>
<td>- Certificate of Independent Price Determination – pg. 5</td>
<td></td>
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<tr>
<td>- Clean Air and Water Certification – pg. 17</td>
<td></td>
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<tr>
<td>- Form AD-1048 – pg. 18</td>
<td></td>
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<tr>
<td>- Certification Regarding Lobbying – pg. 21</td>
<td></td>
</tr>
<tr>
<td>A. Cost of Work</td>
<td>50</td>
</tr>
<tr>
<td>B. Description of Proposer</td>
<td>15</td>
</tr>
<tr>
<td>C. Statement of Understanding</td>
<td>15</td>
</tr>
<tr>
<td>D. Quality of previous work</td>
<td>15</td>
</tr>
<tr>
<td>E. RFP requirement - complete Tellepsen’s Pre-Qualification process with related financial and insurance information</td>
<td>Required</td>
</tr>
<tr>
<td>F. Additional relevant information – higher points given to those with proof of certification.</td>
<td>5</td>
</tr>
</tbody>
</table>

Max Possible Points 100

Section 6

General Conditions

1. **Length of Contract:** This contract will be in effect for the duration of the project.

2. **Payment:** Refer to standard Tellepsen subcontract agreement.

3. **Termination Clause:** Refer to standard Tellepsen subcontract agreement.
Section 7

General Provisions

Equal Opportunity

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

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

a) The subcontractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, or national origin. The subcontractor 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 subcontractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Subcontractor’s Contracting Officer setting forth the provisions of this Equal Opportunity clause.

b) The subcontractor will, in all solicitation or advertisements for employees placed by or on behalf of the subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, disability or national origin.

c) The subcontractor 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 Subcontractor Contracting Officer, advising the labor union or workers’ representative of the subcontractor’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 subcontractor 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 subcontractor 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 subcontractor 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 subcontractor’s noncompliance with the Equal Opportunity clause of this subcontract or with any of the said rules, regulations, or orders, this subcontract may be canceled, terminated, or suspended, in whole or in part, and the
subcontractor 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 subcontractor 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 subcontractor will take such action with respect to any subcontract or purchase order as the subcontractor's contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the subcontractor becomes involved in, or is threatened with, litigation with a subcontractor or Institution as a result of such direction by the subcontractor's contracting agency, the subcontractor 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 subcontract exceeds $100,000 or the CMaR has determined that the total subcontract under an indefinite quantity subcontract in any one year will exceed $100,000, or a facility to be used by subcontractor 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 subcontract is not otherwise exempt.)

a) The subcontractor 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 subcontract.

ii) That no portion of the work required by this subcontract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this subcontract 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 subcontract 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 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 proposer 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) Subcontractor will promptly notify the CMaR, 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 subcontract is under consideration to be listed on the EPA List of Violating Facilities.

c) Subcontractor will include substantially this certification, including this paragraph c) in every nonexempt subcontract.

Signature of Authorized Representative, Proposer    Date

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

The subcontractor 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 subcontractor 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.
Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion - Proposer 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 next page)

1) The prospective proposer 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 proposer is unable to certify to any of the statements in this certification, such prospective proposer participant shall attach an explanation to this proposal.

Organization Name

HFB West Site Package 1

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 proposer 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 proposer 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 proposer shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective proposer 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 proposer 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 proposer 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 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
## 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

<table>
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1. Type of Federal Action:  
___ a. contract  
___ b. grant  
___ c. cooperative agreement  
___ d. loan  
___ e. loan guarantee  
___ f. loan insurance

2. Status of Federal Action:  
___ a. bid/offer/application  
___ b. initial award  
___ c. post-award

3. Report Type:  
___ a. initial offering  
___ b. material change

For Material Change Only:  
Year  
Quarter  
Date of last report

4. Name and Address of Reporting Entity:  

5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name & Address Of Prime:

6. Federal Department/Agency:

7. Federal Program Name/Description:  
CFDA Number, if applicable: 

8. Federal Action Number, if known:

9. Award Amount, if known:  
$

10. a. Name and Address of Lobbying Entity  
(If individual, last name, first name, MI):

   (Attach continuation sheet(s) if necessary)

   b. Individuals Performing Services  
   (Incl. Address if different from No. 10a)  
   (last name, first name, MI):
11. Amount of Payment (check all that apply):

$ ______________

□ Actual  □ Planned

12. Form of Payment (check all that apply):

□ a. cash
□ b. in-kind; specify: nature

□ c. contingent fee
□ e. deferred
□ f. other; specify: __________________________

□ d. one-time fee
□ c. commission

13. Type of Payment (check all that apply):

□ a. retainer

□ b. one-time fee

□ c. commission

□ d. contingent fee
□ e. deferred
□ f. other; specify: __________________________

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:

(Append continuation sheet(s) if necessary)

15. Continuation Sheet(s) attached: □ Yes  □ No

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.

Signature:

_____________________________________

Print Name:

____________________________________

Title:

____________________________________

Telephone No: ____________  Date: __________

Federal Use Only: Authorized for Local Reproduction of: Standard Form - LLL