REQUEST FOR PROPOSAL

FOR

#FY26-18 HEAVY-DUTY COMMERCIAL BOBTAIL LEASE

DATE: June 29, 2026

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

SECTION 1
INTRODUCTORY LETTER

Dear Prospective Proposer,

The Houston Food Bank is seeking qualified vendors to lease four (4) Heavy-Duty refrigerated commercial bobtail trucks, including delivery, inspection, and commissioning. We appreciate your interest in supporting our mission and encourage you to submit a bid demonstrating your organization's capabilities and approach.

All equipment under the lease is to be delivered to Houston Food Bank located at: 535 Portwall St., Houston TX 77029.

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 proposer.

Solicitation begins as indicated in the Solicitation Details section of this RFP.

To ensure your proposal is received and reviewed properly, please follow all submission instructions carefully.

For the purposes of this RFP, please contact the Procurement Team at:

- Sarah McIntire: smcintire@houstonfoodbank.org
- Procurement Team: hfbprocurement@houstonfoodbank.org
- Email Subject Line: #FY26-18 Heavy-Duty Commercial Bobtail Lease

Proposals will be opened for administrative review on July 14th. This meeting is optional and no pricing will be discussed

Should you have any questions concerning this request for proposal please contact the Procurement Team as listed above.

Thank you for considering a partnership with Houston Food Bank. We value your time and effort in preparing a thorough proposal and look forward to reviewing your submission.

Sincerely,

Sarah McIntire
Director of Acquisition and Procurement
Houston Food Bank

SECTION 2
USDA NONDISCRIMINATION STATEMENT

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

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, 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.

This institution is an equal opportunity provider.

SECTION 3
SOLICITATION DETAILS

This document contains a Request for Proposal for the lease of four (4) Heavy Duty Commercial Bobtails. 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 successful proposer and the Institution. (Accepting a proposal does not constitute acceptance of the contract.)

PROPOSAL INFORMATION DETAILS

Number:	FY26-18	Opening Date:	July 14, 2026
Issued Date:	June 29, 2026	Opening Time:	10:00 A.M.
Questions Close:	July 6, 2026	Location:	Zoom
Due Date:	July 13, 2026	Meeting ID	884 8720 9640
Time Due:	5:00 P.M.	Passcode:	862279

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 term shall align with the awarded lease agreement term. Delivery, inspection, and acceptance of the equipment will constitute the start of the lease term unless otherwise defined in the contract awarded. The length of the lease term will be three (3) years from acceptance of equipment.

Total Estimated Amount of Proposal: _________________
(completed by proposer, proposer may supply additional proposal amount details as an attachment)

Prompt Payment Discount: _____% for payment within ____ days *(completed by proposer)*

ATTESTATION

By submission of this proposal, the proposer attests, in the event they receive an award under this solicitation, they shall operate in accordance with all applicable current program regulations.

NAME OF PROPOSER	**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

SECTION 4
ACCEPTANCE

By signing below, the Houston Food Bank acknowledges acceptance of the proposal as submitted, including all equipment and services under the lease described in the proposal documents. This acceptance confirms that the proposal meets the requirements outlined in the RFP and authorizes the vendor to proceed with fulfillment.

NAME OF PROPOSER	**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	EMAIL OF AUTHORIZED REPRESENTATIVE

PROPOSAL NAME & NUMBER:	**INSTITUTION NAME:**
#FY26-18 Heavy-Duty Commercial Bobtail Lease	Houston Food Bank

INSTITUTION'S AUTHORIZED REPRESENTATIVE:

Brian Greene	
TITLE: PRESIDENT AND CEO	INSTITUTION SIGNATURE & DATE

SECTION 5
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

____

PRINTED TITLE AND DATE

In accepting this proposal, the Institution certifies the Institution'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.)

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SIGNATURE OF INSTITUTION AUTHORIZED REPRESENTATIVE

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

SECTION 6
INSTRUCTIONS TO PROPOSER

1. <u>Definitions</u>

   As used herein:

   a) The term “proposal” means an offer to perform the work described in this Request for proposal at the fixed unit 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 proposal.

   c) The term “contractor” means a successful proposer 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 Proposal (RFP)” means the document soliciting proposals through a competitive procurement process.

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

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

   g) The term “responsible” means the proposer 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. <u>Submission of Proposals</u>

   a) Proposers must complete, sign, and submit all signature pages and federal certifications with their proposal. Failure to include all required signature pages and certifications may result in the proposal being deemed **non-responsive**.

   b) The following federal-required forms (as applicable) must be fully completed, signed, and included in this single, separate file submission:
      i) Proposal/Contract Signature Page
      ii) Acceptance Page (if applicable)
      iii) USDA Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions
      iv) Certification Regarding Lobbying (SF-LLL)
      v) Any other required federal or state forms
      vi) are fully completed, signed, and included in this single, separate file submission.

   c) 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.

   d) Proposals shall be executed and submitted by email.

e) The submitted proposal shall serve as the official record. In the event of discrepancies, the version submitted by email will be considered final.

f) The successful proposer shall provide a contract, using the specifications outlined in this RFP, to Houston Food Bank, to the attention of the Procurement Team email.

g) An interested party may protest the solicitation, the cancellation of the solicitation, or the award or proposed award of a contract in writing by contacting HFB Procurement via email at HFBProcurement@houstonfoodbank.org.

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

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 the Procurement Team email by the submission deadline as indicated in the Proposal Details section to allow sufficient time allowed for a reply to reach all proposers before proposal opening.

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 on 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 signing and returning the amendment. Such acknowledgment must be received prior to the hour and date specified for proposal 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 proposals 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 proposals. (NOTE: Payment discounts will not be considered in evaluating proposals unless specifically incorporated into the cost evaluation criteria).

6. Proposers Having Interest in More than One Proposal

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

7. Time for Receiving Proposals

Proposals shall be submitted electronically as outlined in the submission instructions.

8. 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.

9. Award of Contract

a) The contract will be awarded to the proposer whose submission represents the best overall value based on the evaluation criteria outlined in this RFP.

b) The Institution reserves the right to reject any or all proposals when there are sound documented business reasons in the best interest of the Program and to waive informalities and minor irregularities in proposals received.

c) The Institution reserves the right to reject the proposal of a proposer who has previously failed to perform properly or complete contracts of a similar nature on time, 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.

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

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.

11. 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 HFB.

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

12. Addition and Removal of Locations

a) HFB is required periodically to increase or decrease its fleet size and locations due to changes in demand.

b) HFB needs the flexibility to communicate these changes to the contractor and easily update the contract under the existing contract terms and without incurring excessive additional cost for the changes.

13. Proposer Selection

HFB 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 HFB.

SECTION 7
SCOPE

Houston Food Bank ("HFB") is seeking proposals from qualified vendors to provide four (4) heavy-duty refrigerated commercial bobtail trucks, including all equipment, delivery, and commissioning necessary to place the vehicles into operational service.

The awarded contractor shall furnish complete, fully operational vehicles, inclusive of all required components, installation, delivery, inspection, and documentation.
At a minimum, the scope includes:

- Chassis and powertrain
- Refrigerated van body
- Refrigeration unit
- Liftgate
- Delivery to Houston Food Bank
- Final acceptance and commissioning

  Delivery location:
  Houston Food Bank
  535 Portwall Street
  Houston, TX 77029

Proposers must clearly define the lease structure, including term length, end-of-term options, and any included maintenance or service components.

Minimum Technical Specifications
Proposals must meet or exceed the following minimum requirements:

Chassis / Powertrain

- Tandem configuration
- Minimum GVWR: 54,600 lbs
- Automatic transmission

Refrigerated Van Body

- Length: 28 feet
- Aluminum insulated body
- Minimum 4-inch insulation
- Anti-skid flooring
- Two (2) rows of E-track (side walls)
- Scuff panels (front and sides)
- One (1) curb-side insulated door
- One (1) rear insulated door
- Two (2) Interior LED lights

Refrigeration Unit

- Single-temperature capable of -10°F
- Dedicated fuel tank
- Electric standby capability
- Rear-mounted plug
- Cab-mounted controller

Liftgate

- Railgate configuration

- Minimum 4,400 lb capacity

Service, Maintenance, and Support Requirements
Proposers must, at their expense, provide with respect to the vehicles: (a) all preventive maintenance, replacement parts and repairs to keep the vehicles in good repair and operating condition, (b) oil and lubricants necessary for the efficient operation of the vehicles, (c) all necessary tires, (d) road service because of mechanical and tire failures, (e) initial painting and lettering of each vehicle.

Warranty
Provide detailed warranty coverage for:
- Chassis and powertrain
- Refrigeration unit
- Liftgate

Include:
- Duration (time and mileage/hours)
- Coverage scope
- Exclusions

Service Network
Proposer must identify:
- Authorized service locations within the Houston region
- Manufacturer-authorized repair providers for:
    - Chassis
    - Refrigeration
    - Liftgate

Maintenance and Repair Capability
Proposals must include:
- Availability of replacement parts
- Typical repair and parts lead times
- Ability to support emergency repairs and minimize downtime

Diagnostics and Technical Support
Proposer must confirm:
- Local capability to diagnose and service vehicle systems
- Any specialized tools, software, or manufacturer dependencies required

Delivery and Implementation
Proposals must include:
- Estimated production timeline
- Delivery timeline
- Installation and inspection process
- Warranty start date

Proposed delivery timelines may be considered in evaluation. Failure to meet stated timelines may be considered in contract performance.

Proposers must demonstrate:
- Experience providing similar commercial vehicles
- Ability to provide ongoing service and support
- Financial and operational capacity to fulfill the contract

Proposal Requirements
Proposals must include:

- Detailed vehicle specifications
- Total cost and pricing breakdown
- Warranty documentation
- Service/support information
- Delivery timeline

SECTION 8
SUBMISSION CRITERIA

Responses may be provided in attachment form. Please clearly reference the section and page number where each response is addressed.

Provide the following information in the response lines below or in an attachment to the submitted proposal. Acceptable responses may include "See attached on pg. XX of submitted proposal" or "Not applicable," but a response is required for each item below.

A. Costs – Provide lease pricing, including monthly cost, total contract value, and any equipment, delivery, taxes, fees, and optional service or maintenance costs. Include a detailed cost breakdown. Cost evaluated on total lifecycle cost, including lease terms and maintenance.

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(Attach additional sheets as needed)

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

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(Attach additional sheets as needed)

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

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(Attach additional sheets as needed)

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

(Attach additional sheets as needed)

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

(Attach additional sheets as needed)

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

(Attach additional sheets as needed)

G. Additional 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 additional sheets as needed)

Evaluation of Proposers

Each proposer will be evaluated on the following factors:	Total Possible Points
One (1) copy of the proposal submitted by email – original copy noted with written or electronic signatures	Required
Proposer representative signatures: • RFP Solicitation – pg. 3 • Acceptance – pg. 4 • Certificate of Independent Price Determination – pg. 5 • Clean Air and Water Certification – pg. 18 • Form AD-1048 – pg. 19 • Certification Regarding Lobbying – pg. 21	Required
A. Cost of Goods and Services	50
B. Description of Proposer	5
C. Statement of Understanding	10
D. Quality of previous work	10
E. Capabilities to provide ongoing support, clear documentation of processes, training resources	5
F. Technical Expertise and Experience	10
G. Additional Services	5
H. Additional relevant information - higher points given to those with proof of certification.	5
Max Possible Points	**100**

SECTION 9
GENERAL CONDITIONS

CONTRACT DURATION
Term: This contract shall remain in effect for the duration of the awarded lease term.

Warranty: The contractor shall remain responsible for all warranty obligations and any agreed-upon post-delivery services for the duration specified in the awarded contract.

Any resulting agreement shall be subject to Houston Food Bank's standard legal, insurance, and risk management requirements. Proposers should identify any exceptions in their submission.

INVOICING

1. **Submission:** Invoices should be emailed to **Invoices@houstonfoodbank.org**.

2. **Terms:** Net 30 days with prompt payment discount. Proposers should indicate any early payment discount offered in their proposal.

3. **Prompt Payment Discount:** May be applied as quoted by the proposer.

4. **Inquiries:** Direct all questions to **AP@houstonfoodbank.org**.

5. **Termination Clause.** The successful proposer'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 10
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 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) 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 PROPOSER'S AUTHORIZED REPRESENTATIVE **PRINTED TITLE AND DATE**

ENERGY POLICY AND CONVERSATION ACT (42 USC 6201, ET SEQ.)

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

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-OVERTIME COMPENSATION

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

SECTION 11
U. S. DEPARTMENT OF AGRICULTURE

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

______________________________	RFP #FY26-18 HEAVY-DUTY COMMERCIAL BOBTAIL LEASE
ORGANIZATION NAME	**PR/AWARD NUMBER OR PROJECT NAME**
______________________________	______________________________
SIGNATURE OF PROPOSER'S AUTHORIZED REPRESENTATIVE	**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 12
U.S. DEPARTMENT OF AGRICULTURE
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.

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____
NAME/ADDRESS OF ORGANIZATION

____
NAME/TITLE OF SUBMITTING OFFICIAL

____ ____________________________
SIGNATURE **DATE**

SECTION 12 (CONTINUED)
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*

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. proposal/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: ☐ Prime ☐ Sub-awardee, Tier ____, *if known* ______ Congressional District, *if known:* ____________________	5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name & Address of Prime: ______ Congressional District, *if known:* ______________	
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)	10.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	13. Type of Payment *(check all that apply):* ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other; specify: __________________________	
12. Form of Payment *(check all that apply):* ☐ a. cash ☐ b. in-kind; specify: nature ______________		

value ________________	
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	
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	