REQUEST FOR PROPOSAL
Human Capital Management System (HCMS)
BID #FY25-01

DATE: June 28, 2024

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

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(1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;

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

(3) email: program.intake@usda.gov.
This institution is an equal opportunity provider.
The Houston Food Bank (HFB) is securing bids for a Human Capital Management System (HCMS) with a contract term of one (1) year with an option to renew for up to four (4) additional years. All materials are to be delivered to Houston Food Bank located at: 535 Portwall St., Houston TX 77029.

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 at 8 AM on June 28, 2024, and ends at 5:00 PM on July 26 at the Houston Food Bank.

1. Bids shall be executed and submitted via e-mail. Please submit to Afnan Rahim arahim@houstonfoodbank.org and hfbprocurement@houstonfoodbank.org
2. Please include in the Email Subject Line: Bid #FY25-01: Human Capital Management System (HCMS) Bids will be opened at 10:00 AM, on July 29 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 arahim@houstonfoodbank.org and Hfbprocurement@houstonfoodbank.org

Sincerely,

Sarah McIntire
Director of Acquisition and Procurement
Houston Food Bank
This document contains a Request for Proposals for Human Capital Management System (HCMS). The Houston Food Bank operates TEFAP, CSFP, SFSP, and CACFP established by the United States Department of Agriculture and sets forth the terms and conditions applicable to the proposed procurement. Upon acceptance, this document shall constitute the award between the successful bidder and the Institution. (Accepting a bid does not constitute acceptance of the contract.)

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

Bid number: #FY25-01

Bid Issue Date: June 28, 2024 (8:00 AM)
Bid Due Date: July 26, 2024 (5:00 PM)
Bid Receipt Confirmation Date: July 29, 2024
Time: 10:00 AM

Join Zoom Meeting
https://us04web.zoom.us/j/79299579285?pwd=aJlpdXReCzD0xVuOdnuAYJtpcpUgKF3.1
Meeting ID: 792 9957 9285
Passcode: 1KPGzz

Contract Commencement Date: Estimated or date of agreement approval by the Houston Food Bank
Contract Expiration Date: Estimated 1 year with options to renew for 4 additional years

Prompt Payment Discount: ____ % for payment within ___ days (completed by bidder)

Total Estimated Amount of Bid: ____________________________ (completed by bidder - in lieu of completing, bidders may supply additional bid amount detail on attachment)

By submission of this bid, the bidder certifies that, in the event he receives an award under this solicitation, he shall operate in accordance with all applicable, current program regulations. This agreement shall be in effect for 1 year with the option to renew for 4 additional years.

Name of Bidder: Name of Authorized Representative:

Print or Type Name of Company Print or Type Name of Representative
ACCEPTANCE

Bid Name & Number: Bid #FY25-01 for Human Capital Management System (HCMS)

Institution Name: Houston Food Bank

Institution’s Authorized Representative:

Brian Greene
Title: President and CEO

Provide a couple sentences/paragraph of a description of what you are requesting the bid for:

This Request for Proposal (RFP) is to solicit vendor proposals to select one qualified and experienced vendor to provide a single, robust integrated enterprise HCMS solution to Houston Food Bank and all subsidiaries outlined in this RFP.

Section 2

Certificate of Independent Price Determination

(a) By submission of this bid, the bidder certifies, and in the case of a joint bid, each party thereto certifies, as to its own organizations, that in connection with this procurement:

1. The prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly to any other bidder or to any competitor; and

3. No attempt has been made or will be made by the bidder to induce any person or firm to submit or not to submit, a bid for the purpose of restricting competition.
Each person signing this bid certifies that:

☐ The person in the bidder’s organization is responsible within that organization for the decision as to the prices being offered herein and that he has not participated, will not participate, in any action contrary to (a)(1) through (a)(3) above; or

☐ The person in the bidder’s organization is not responsible within that organization for the decision as to the prices being offered herein but that he has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (a)(1) through (a)(3) above, and as their agent does hereby so certify; and he has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above.

______________________________
Signature of bidder’s authorized representative

Title __________________________ Date ________________

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

______________________________
Signature of Authorized Institution Representative

Note: Institution and Bidder shall execute this Certificate of Independent Price Determination.
Section 3

Instructions to Bidders

1. Definitions

As used herein:

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

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

c) The term “contractor” means a successful bidder who is awarded a contract by an Institution under The Emergency Food Assistance Program (TEFAP), Commodity Supplemental Food Program (CSFP), Child and Adult Care Food Program (CACFP), and Summer Food Service Program (SFSP) under the U. S. Department of Agriculture.

d) The term “Request for proposals”, hereafter referred to as RFP, means the document soliciting bids through the formal advertising method of competitive sealed bid procurement.

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

f) The Institution’s contact is Sarah McIntire, Director of Acquisition and Procurement or Afnan Rahim, Procurement Analyst – 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 Afnan Rahim, arahim@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 HFB Procurement via email at HFBProcurement@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 Afnan Rahim, arahim@houstonfoodbank.org and HFBProcurement@houstonfoodbank.org by 5:00 PM on July 19, 2024 to allow sufficient time allowed for a reply to reach all bidders before bid opening.

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

4. Acknowledgment of Amendments to Submitted Bids

Receipt of an amendment to a bid by a bidder must be acknowledged by signing and returning the amendment. Such acknowledgment must be received prior to the hour and date specified for bid opening.

5. Discounts

Although a blank is provided for a time discount, prompt payment discounts offered for payment in less than twenty calendar days will not be considered in evaluating bids for award. However, offered discounts of less than twenty days will be taken if payment is made within the discount period even though not considered in the evaluation of bids. (NOTE: Payment discounts may only be used to determine the low bid when prior experience of the Institution indicates that such discounts are generally taken).

6. Bidders Having Interest in More than One Bid
If more than one bid is submitted by any one person, by or in the name of a clerk, partner, or other person, all such bids shall be rejected.

7. Time for Receiving Bids

Sealed bids shall be deposited at the address specified on the RFP of the Institution no later than the exact time and date indicated on the face of this RFP. Bids received prior to the time of opening will be securely kept, unopened.

8. Error in Bids

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

9. Award of Contract

a) The contract will be awarded to the highest scoring bidder meeting the specific requirements.

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

c) The Institution reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or the bid of a bidder who investigation shows is not in a position to perform the contract. Other factors that may be considered include, but are not limited to the bidder’s integrity, compliance with public policy, and financial and technical resources.

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

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

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

c) The only acceptable evidence to establish the date of emailing of a late bid, modifications or withdrawal is providing evidence of the sent time of the email in the form of a screenshot displaying the time and date with the subject line listed above.

11. Confidentiality

a) Bidder covenants that all data, documents, discussion, or other information developed or received by the bidder or provided for performance of this
Agreement are deemed 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 cost 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:

Houston Food Bank is not seeking a traditional client/vendor relationship but a true strategic partnership. We need a creative solution that focuses on a strategic partnership, including but not limited to vendor partnership, feature/functionality, deployment and training, ongoing customer service, technology requirements, and financial investment.

Proposals will be considered from qualified and experienced firms that are established in the business of providing an HCM system, and who in the judgment of Houston Food Bank are financially responsible. Through prior work performed, firms must be able to show evidence of reliability, capability, experience, and knowledgeable personnel to perform the services.

The vision is to streamline our day-to-day activities, eliminate unnecessary tasks, and have one system for all our current HCM needs while maintaining data integrity and efficient end-user functionality.

The HCM solution must have robust and customizable modules, one set of data that flows across all modules, and features that encompass the following: Compliance for all HR areas, Recruiting/Applicant Tracking, Onboarding, Payroll, Taxes, Time and Attendance, Benefits Administration, Position Management, HR transactions, Employee Files, Performance Management, Compensation Management, Security and Access, Budget, Reporting and Analytics, Mobile Access, 3rd Party integrations.

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 the Contractor and break down the different elements of the pricing including fees, taxes, etc. Provide any additional cost details

B. Description of Bidder

Background
1. Provide a brief history and primary business focus of your organization.
2. What separates you from your competition?

Customer Base
3. How many customers do you serve?
4. What is the average size of your customers?
5. What is your customer retention rate?

Development and Deployment
6. How much do you invest into your product annually, as a percentage of revenue?
7. How does your company stay current with technology?
8. Is your product developed in-house or by a third party?
9. How do you roll out new upgrades or products to your clients?
10. Are all clients on the same software version or are a percentage on older versions without updating?
11. What is the minimum and maximum amount of time between software releases recommended before we upgrade? What is the cost associated with upgrades?
12. To what extent are current customers involved in providing user feedback for product development?
13. Do you have any user group quality initiatives? Please describe.

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. System Capability, Technical Expertise, and Experience: Provide descriptions and documentation of staff technical expertise and experience

IT/Integration/Data Access/Security and Stability
1. Is your product scalable for the future? If we need to expand our environment, are the costs tiered?
2. Does the system allow programmatic access (Read) to data via an API?
3. Which export/import formats does the system support for data?
4. Does your system support mass-update configuration changes?
5. Describe your ability to integrate with 401k providers.
6. Does the system have export capabilities to NetSuite (Accounting) software?
7. Does the system have out-of-the-box integration with NetSuite software?
8. Would our data be housed in a vendor-owned data center or in a third-party data center?
9. If a third party, how do you ensure that system and network security measures are being properly followed?
10. Provide a description of your company's disaster recovery options – redundancy and recovery procedures.
11. How often is data backed up and what type of backup schedule and routine is employed?
12. Would our environment be isolated or would it be on a shared platform?
13. Do you have any high availability for systems in place?
14. Is stored data encrypted?
15. Is data encrypted in transit?
16. If using encryption, how are keys stored and secured and what encryption technologies are used?
17. What happens with customer data when the contract is terminated? How is data decommissioned?
18. Please provide an overview of your security controls.
19. Does the system support LDAP integration?
20. Do we need to adjust any of our systems to gain access to your solution?
21. What kind of technical support do you provide and what is the process for requesting help?
22. What is the frequency of system updates and will this cause downtime to us?
23. Does the system retain/maintain employee records for a specific time? What is that time limit?
24. Is there a test environment for the customer to use?
25. How many administrators can we have in the system?
26. Which user roles are built into the system?
27. Does the system allow the creation of custom user roles?
28. Does the system have multi-level user-defined approval levels?

**Payroll**
29. Does the system have an integrated payroll system? Please provide an overview description of your payroll system.
30. Does the system provide for and track taxes in all federal, state, and local tax jurisdictions in the United States and its territories?
31. Does the system monitor all tax requirements or is that our responsibility to let you know?
32. Does the system complete and pay all tax filing?
33. Does the system track historical pay information?
34. Does the system have total compensation statements (real-time)? Is there an additional cost for this?
35. Does the system have the capability to do mass notifications?
36. Is Payroll regulatory reporting available?
37. Describe how adjustments to exempt salaries are calculated, particularly partial pay.
38. If certain departments have permanent percent allocations to different departments (specifically for grants), can this be handled in your time system and flow to payroll?
39. Are employees able to allocate their time to a grant for supervisor approval?
40. Are automatic direct deposits possible for each payroll?
41. Will federal, state, and local tax updates be made for me every quarter? Describe the update process.
42. Can we run payroll on our own schedule and make last minute changes without added fees? Explain.
43. Can the system allocate hours/dollars to another cost center through the payroll process?
44. Is your system able to handle fringe allocations for deductions?
45. Are rules for premiums pays – overtime, night shift differential, double time – fully configurable by the user? Please explain.
46. Does your system calculate garnishments based on state and federal calculations requirements?
47. When working on the payroll entries, is the company Payroll Administrator able to open an employee while in the payroll batch to edit their individual pay data?
48. Can your system accommodate multiple pay rates for the same person working in different roles/positions?
49. Does your system issue Paperless Paychecks & W2s?
50. Does your system track YTD, QTD, MTD and last payroll amounts by earning type, and by employee?
51. Does your system support an unlimited number of earning definitions? If there are limits, please describe.
52. Is your system able to process termination checks and maintain the original date in the system of the termination check - even if recording the payroll costs and taxes on a later date?
53. Does your system support retro pay calculations within the system?
54. Does your system calculate retro pay adjustments based on an effective date?
55. Does timesheet information interface with payroll seamlessly?
56. Can your system import an Excel file to create a bonus pay run?
57. Does your system process all garnishments – withholdings from checks and payments to agencies?
58. Does your system have the ability to report an employee's earning, tax, and deduction information for any given pay cycle or time period?
59. Does your system have the ability to provide a net pay calculator to end users for “what if” deduction scenarios?
60. Does the system have the ability to set up Company holidays that may differ from calendar holidays? Example – The Friday after Thanksgiving is a Corporate Holiday; however, it is not paid at the Holiday Rate.
61. Does the system have a gross-up Calculator?
62. Can we set up an integration with the GL in the financial system or ERP?
63. HSA Deductions - if an employee has not selected a high deductible health plan does your system automatically prevent the employee from having any HSA deduction on their paycheck?
64. HSA Deductions - Are employee HSA deductions directly deposited automatically each time payroll is processed into the employee HSA bank account?
65. Can specific earnings be scheduled for a specific payroll cycle (i.e., once a month)?
66. Does your system support effective dating with deductions?

Time and Attendance
67. Please describe your Time and Attendance module.
68. Does the system allow for Paid Time Off (PTO) requests with Manager Approval?
69. Will Managers have access to team members’ PTO Balances to review when they request time off?
70. Does the system allow for Managers to view and approve timesheets daily?
71. Does the system allow for different timekeeping options? (i.e., clock-in and out for hourly employees)?
72. Does the system have PTO accrual tracking?
73. Does the system allow for tiered PTO accruals?
74. Does the system have paid and unpaid time off tracking?
75. Is this module accessible via all mobile devices?
76. Describe the methods of recording time apply? (clocks, web punch, biometrics, mobile, etc.)
77. How easy is it for Manager/Admin to view exceptions (missed punch, tardy, early punch, etc.)?
78. Does the system allow managers to view timecards for their direct employees and the employees of their direct employees, etc.?
79. How can we utilize approvals? Weekly, pay period, etc.?
80. Does your system utilize scheduling? If so, how are schedules created? How can employees view? What if changes are required?
81. Can different schedules exist for different areas of the company?
82. Does your system flag potential errors on timesheets and restrict approval of major errors, such as missed punches?
83. Does your system have attendance incident tracking? If so, provide a brief overview.
84. Does your system allow for flexible reporting & analytics on labor and OT?
85. Does the system enable both the user, manager, and HR to enter time?
86. Does your time and attendance module include labor allocation and a fully integrated timekeeping system that eliminates the instance of duplication of information?
87. Does the system have the ability to assign approvers and reviewers by cost code?
88. Does the system allow for viewing employee attendance data for a defined period?
89. Does the system have the ability to revise the timesheet (and all timesheet fields) after the timesheet period?
90. Does the system have the capability to assign certain hours to different departments and rates?
91. Does the system have the ability to configure the timesheet screen for users, groups of users, or the entire company?
92. Does the system allow managers to view/approve requests for edits and time off? Can the system require comments to identify reasons for timesheet changes?
93. Does the system have automatic notifications to remind employees and supervisors to finish/approve timesheets based on a client-configured deadline? If not automatic, is there the ability to press a button to send out to all, without needing to specify in program who those are that need to finish?
94. Can time records be locked from further edits?
95. Does the system support employee sign-off of timecards with notification of "I certify that this timesheet is correct"?
96. Does the system provide configurable grace and tardy rules by employee group?
97. Does the system support an unlimited number of pay codes and pay categories for tracking employee time?
98. Does the system allow managers to easily identify and resolve exceptions in a user-friendly manner within the system?
99. Are there warnings or highlighted areas for Managers to easily see when something is out of the ordinary for an employee's timesheet?
100. Does the system have the ability to allow for meal and break periods?

Benefits

101. How does the system handle benefits administration?
102. Explain how the system facilitates reporting to third-party vendors such as benefit providers and broker.
103. Does the system offer and support online benefit open enrollment?
104. Does the system offer an interface with benefit carriers? Which ones?
105. Does the benefit data automatically populate in payroll? Is it real-time or a batch process?
106. Does your system have a module to maintain Worker’s Compensation Claims, Costs, tracking lost time, restrictions, legal reporting requirements, regular reporting, etc.?
107. Does the system allow employees to choose their benefit plan and coverage options?
108. Does the system filter for plan dependencies (for example, will the system provide HSA options when an HDHP plan is elected but hide those options when an HDHP is not elected)?
109. Can the system calculate benefit-eligible wages differently for each plan?
110. Does the system provide functions to define rate, calculation, and deduction rules for each benefit program and plan?
111. In transmitting data to carriers, do you employ fully automated, electronic file feeds? Can these file feeds be customized to carrier specifications? Can you adhere to HIPAA file standards?
112. Can the user/administrator track and view enrollment status online? Describe available on-screen tools, dashboards, reports, etc.
113. Are cost calculations for all employee options (including those subject to a dynamic calculation, such as life insurance and disability) visible to the employee on the enrollment screen?
114. Is there a limit on the number of benefit plans that can be configured in the proposed system?
115. Does the system include defined start and stop dates for benefits/deduction?
116. Does the system define and maintain benefits/deductions for the employee and employer?
117. Does the system provide configurable life events to automatically trigger enrollment through system?
118. Does the system allow for the configuration of eligibility rules based on employment information and employee personal information?
119. Are employee benefit enrollments effectively dated and will the system automatically update employees’ payroll information to begin on that effective date?
120. Does the system support unique enrollment dates for each benefit plan?
121. Can the system be configured to automatically terminate employee coverage based on plan rules?
122. If “pending,” does the system retain the employee election so that it can be confirmed once EOI is received?
123. In the case of pending documents, can the system hold those benefit transactions until approval while releasing other approved transactions? For example, if an employee elects life insurance at enrollment which is over the Guarantee Issue, can the system “pend” this subject to EOI approval while releasing the medical election?
124. Does the employee have the ability to make changes to benefits throughout the year? For example, HSA.
125. Can we access a billing suite that pulls monthly enrollments for billing reconciliation?
126. How does the system track for benefit arrears and how does is data transferred to Payroll?

**Recruiting / Applicant Tracking**
127. Provide a brief description of your recruiting and applicant management system.
128. Does the system transfer demographic data upon hire to the HR module?
129. Is the system able to connect and post through online job boards like Indeed? Are any preconfigured?
130. Does the system allow administrators to create, delete, and modify the application templates and application questions?
131. Can administrators create and customize email triggers based on actions (candidate status changes, offer letters, interviews, etc.)?
132. Can the system prevent applicants from applying for the same job twice?
133. Does the system allow administrators to define qualifying (knockout) questions to automatically reject ineligible candidates and send the candidate a notification (e.g., are you legally permitted to work in the United States)?
134. Does the system provide government-compliant diversity and EEO questionnaires for candidate tracking?
135. Does the solution track candidate/applicant evaluations, such as permitting interviewers to enter notes, or providing questionnaires about necessary job skills?
136. Does the system provide analytics and reporting capabilities for Time to fill, demographic (EEO), candidate source, current open roles/status, breakdown by department, etc.?
137. Does the system generate customized offer letters/packets?
138. Can the system submit or create a general application or profile for future consideration?
139. Can the system manage multiple openings for the same role? Evergreen roles?
140. Does the system allow for an internal job board to post requisitions separately from the external job board?
141. Does the system allow for confidential postings for candidates to apply via a provided link?
142. Can candidates view the job board/career page on a mobile device without compromising utility?
143. Can candidates complete all aspects of the application process on the mobile application?
144. Does the system have the ability to parse resumes and allow candidates to attach resumes?
145. Once hired, describe the process and ease of moving candidate profile data from the external candidate profile to the new employee profile.
146. Does the system have a filtering functionality and ease of search for finding open positions by department, function, location, etc.?
147. Does the system allow for filtering candidates based on required criteria (education, location, skills, etc.)?
148. Does your system allow for an automatic e-mail response to applicants and candidates? If so, please describe the communication types included in the application. Can we customize the responses?

**Onboarding**
149. Provide an overview of your Onboarding, detailing the user experience from recruiting to hiring to onboarding.
150. Does your system offer E-sign submission, print capabilities, and additional uploads as attachments?
151. What is configurable as far as email notifications for required documents (clearances, CPR, Licenses)?
152. Describe your system onboarding dashboard?
153. Can employees independently retrieve forgotten passwords during the onboarding process?
154. Can that workflow also notify when any changes in hiring occur (change in start date, spelling of name, etc.)?
155. Does your system have the ability to provide electronic new hire packets, with ability to el-sign, attach and link to external URLs?
156. Onboard Tracking: We want recruiters and hiring managers to easily see the progress of all onboarding participants and activities and have automatic nudges and reminders when activities are approaching or are past due. Describe how this is accomplished in your solution.
157. Onboard Learning: we would like to push content-rich learning items such as videos, documents, welcome messages, links, etc. to help make the new hire’s day-one experience a great one. How does your solution enable us to do this and can the new hire – before day one – access content and track completion?
158. Onboard Provisioning: In the spirit of paperless HR, how would you recommend and/or what tools are included in the solution to help us create and manage internal forms and communications for such things as getting security badges, ordering computer hardware/software, understanding security expectations, office/desk space set-up, order nameplates, business cards, etc.?
159. Does your system have the ability to automatically notify new hire of activities he/she needs to complete and then send reminder?
160. Describe how the I9 and e-Verify process work in your system.
161. Does your system include an electronic I-9 Verification?
162. Does your system support E-Verify integration?
163. Does your system have the ability to restrict access to employees and their onboarding documents based on user role?
164. Does your system contain a library of forms used for data collection and retain copies of forms completed by employees during onboarding?
165. Does your system have the ability to assign tasks, collect data, collect signatures, store, and retrieve documents related to the person’s employment?
166. Does your system have the ability to assign onboarding forms by Employee Type?
167. Does your system allow for eSignatures for job descriptions?
168. Does your system have the ability for new hires to complete, sign, and send onboarding documents electronically?
169. Does your system have the ability to support a paperless onboarding process with W-4, I-9 documents, electronic signatures, and the generation of the ongoing unique employee identification number?
170. Is employee data available throughout entire application upon approval with no need for duplicate data entry?
171. Can forms can be stored in an electronic repository for easy, anytime access.
172. Does your system have the ability to delegate a proxy or change the owner for any specific task?

**Position Management**
173. Does your system indicate budget period?
174. Does your system support the generation of organization charts based on position “reports to” hierarchy?
175. Does your system store unlimited history of changes recorded to the position record?
176. Does your system maintain jobs across multiple departments, geographical locations, companies, divisions, and other structural distinctions?
178. Does your system track EEO, FLSA, and other compliance-related data by position?
179. Does your system track job details including name, description, class/status, job family, job type, salary band or grade, FT/PT, and contractor?
180. Does your system retain job history including title changes, reclassification, and inclusion in career paths?
181. Does your system maintain job status (active, inactive)?
182. Does your system track all employee history for job-specific data (job grades, job families, salary, job title, FLSA status, PT/FT, reports to, etc.)?
183. Does your system create/manage jobs and job details?
184. Will the system enable us to track positions currently including those budgeted now, in the future, and in the past?
185. What information associated with the employee is controlled by the position? What are the system rules for calculating FTE?

**Performance Management**
186. Does your system offer an online performance management system?
187. Does your system allow for continuous journaling? Can the journals be accessed outside the performance review?
188. Can employees enter notes related to their goals? Can journals be included in a Performance Review?
189. Does the system provide a Talent Dashboard with a summary view of pay and performance for their team?
190. Does the system allow for periodic reviews?
191. Does the system allow for competency-based performance reviews?
192. Does the system provide the ability to automate the review process?
193. Does the system allow managers and employees to select a rating from a predetermined rating scale?
194. Does the system have the ability to complete performance improvement plans, assign to an employee and track the completion of action items throughout the process?
195. Describe how multiple reviewers can be assigned to one employee and what each of the reviewers can see. (Can they see each other’s comments? Can the manager see everyone’s)?
196. Does the system provide printable/pdf capabilities?
197. Does the system have the ability to electronically acknowledge review discussion took place?
198. Does the system enable administrators and managers to view the status of the review process at any time?
199. Does the system enable administrators to assign different review forms for different employees within the same review cycle?
200. Does the system have the ability to attach documents to a performance review (e.g. emails, communications, notes, etc.)?
201. Can the questions be customized for evaluations?
202. Can the rating scales be customized for evaluations?
203. Is there a section to enter employee performance review information, including comments and dates?
204. Can we custom design our performance review forms?
205. Can the system track different levels of performance management (30-day checklist, 90-day review, and annual review)
206. Delivers a configurable “out-of-the box” performance management process (i.e., goal setting, feedback gathering, review, performance summary).
207. Does your system support manager and employee performance feedback throughout the performance cycle?
208. Does your system support the ability for users to assign/align development goals to organizational goals?
209. Does your system support varying goal formats? Explain
210. Track percentage completion for specific goals and objectives?
211. Ability for managers to cascade goals based on alignment with departmental or organizational goals?
212. Ability for managers and employees to establish date-effective goals and objectives.
213. Track historical performance for an employee, a supervisor's reports, or other hierarchy segmentation. Maintaining performance feedback and rating history.
214. Provides a centralized gateway for managers to monitor the progress of their performance management activities — in one place.
215. Please describe any Performance capabilities available via mobile device (i.e. view-only vs update functionality).
216. Can reviews be seen by multiple layers of management and can comments be made by all levels?
217. Does the system generate automatic reminders and automatic assignment of due dates for performance events?
218. Provide detailed and summary performance reporting.
219. Enables employees to complete self-evaluations.
220. Electronic Sign-off and acknowledgement capability for both manager and employee.
221. Can the system conduct Exit Interviews?
222. Does the system provide a Talent Dashboard with a summary view of employee's performance activity for their team?
223. Ability to save work in process/draft reviews and provides option to return to complete.

**Compensation Management**

224. Provide an overview of the key compensation features of your system.
225. Ability to configure workflows associated with increases below/above established ranges, pay band promotions.
226. Ability to report on compensation across organizational levels, by pay bands, job levels, job types, specific positions, locations, and other specifics.
227. Can a manager allocate and submit the plan on behalf of managers that report up to them?
228. Can a mass increase be given to a specified subset of employees?
229. Can we set up a compensation cycle on any interval?
230. Configure role-based security for a compensation manager.
231. Describe the integration with position management and how salary ranges/grades are established in the system, grades are assigned to positions, and positions are assigned to associates.
232. Do administrators have the ability to set up merit matrices in order to provide guidelines to managers?
233. Do we need to use your Performance Management solution to use the Compensation module?
234. Do you support Super Approvers and what approval functions can they perform for others?
235. Does the performance rating scale need to match the configured plan guidelines?
236. Does your system allow for a configurable and flexible approval process for compensation plans?
237. Does your system automatically calculate the Manager's budget totals, used, and remaining across their team based on compensation rules?
238. Does your system automatically calculate the merit increases for the Manager if they enter in a dollar amount, it provides the % increase and if they enter in the % it calculates the dollar amount?
239. Does your system create a document to notify employees of new changes to their title, base salary, variable pay, etc.?
240. Does your system have the ability to cap compensation adjustments at maximum or indicate when over maximum?
241. Does your system have the ability to support the roll-up of cascading budgets and display team budget summaries (i.e., percent of budget utilized)?
242. Does your system include the performance rating on the compensation worksheet?
243. Does your system incorporate performance results into your compensation plans?
244. Does your system provide guidelines to the Manager for merit increases?
245. Does your system support building salary budgets?
246. Does your system support multiple approvers of plan recommendations and return denied plans to the originating manager?
247. Does your system support multiple pay practices by business unit, location, and job?
248. Does your system support multiple payout periods and off-cycle rewards?
249. Explain how your system calculates, displays, and reports compa-ratio and/or quartile information.
250. Explain how your system creates and retains salary history.
251. Is compensation fully integrated with the HRIS and payroll functions?
252. Is there a way to export a report to show everyone who has approved merit increases?
253. Provides the ability to include performance factors as a component of the merit guideline matrix.
254. Provides budget worksheets to assist managers in compensation planning.
255. How does the solution facilitate an automated process for increases and enable the administration of employee base salaries and hourly pay salary change workflows?
256. What types of Reporting & Analytics are available?
257. Will business leaders be able to view compensation planning worksheets for direct reports and downstream employees?

**Learning Management**
258. Please describe your Learning Management functionality.

**Analytics and Reporting**
259. Does the system provide dashboards? Please provide examples.
260. Describe any analytics tools available with your system.
261. What standard reports do you offer with your package?
262. What payroll audit reports are included in the system?
263. Does the system have Ad Hoc report writing and modification? Is this third-party or developed in-house? Please describe.
264. Do you offer point-in-time reporting? Please describe.
265. Does the system provide benefits reporting and total cost analysis?
266. Can reports designed by one person be run by other users?
267. Does the system have the ability to pull reports listing employees on leave, types of leave, etc. for accurate leave tracking? Describe.
268. What is your standard policy or recommendation for the transfer of historical data from the previous system? Pay data, employee work history data, etc.
269. Can the system perform calculations within reports such as Turnover and Retention rates for a specific time interval?
270. Is your system capable of producing historical reports relating to items including, but not limited to, job title, pay, employee status, etc.? If not, does your system generate reports based solely on current employee data?
271. Can a journal entry report be run that can be imported into an accounting system?
272. Can reports be run while user is in another parts of the system simultaneously?
273. Does the system provide access to unlimited years of check and schedule history?
274. Does the system provide the ability to schedule standard and ad hoc reports?

**Compliance**

275. As human resource regulations change, how do you ensure your clients stay in compliance? What technologies do you offer for Compliance?
276. Explain your ACA Module, including reporting and filing.
277. What services do you provide for end of year processing?
278. What tax services are provided?
279. Explain how your system maintains OSHA logs.
280. How does the system track FMLA leave?
281. Does the system track the work opportunity tax credit?
282. Can your system accommodate mandated meal and rest breaks?
283. Do you provide EITC notices for employees?
284. Does the system have the ability to provide Compliance Tracking?
285. Provides HIPAA training and compliance reporting related to the training.
286. Does the system provide reports to file 6055 and 6056 – including forms 1094-C and 1095-C? Does information auto-populate?
287. Does the system provide EEO Reporting?
288. What ADA and disability information is tracked in the system?
289. Can COBRA letters be generated from the system?
290. Automatic notification of I-9 expiration/visa expiration.

**Employee Self Service**

291. Does the system allow for employee self-service?
292. Ability for employees to access pay stubs, payroll history, W-2.
293. Ability for employees to access PTO accruals and other benefit availability/eligibility.
294. Ability for employees to update: address, phone number, W-4, beneficiary, direct deposit
295. Ability for newly hired employees to complete Onboarding before start date: I-9, W-4, Address, Direct Deposit Information, Emergency Contact, Electronic document approval
296. Does the system have ability for managers to view or change data related to their direct and indirect employees?
297. Ability to search employees by employee number, name, company, location, status, job title, pay group, department number, etc.
298. What data can employees download from the self-service portal? Is Administrative Security available to define specific data that cannot be downloaded regardless of the user’s execution rights?
299. Is there functionality to limit access to different fields/sections of the system based on defined employee groups?
300. Is there a built-in confirmation / review process so that any self-service change/updates to data can be reviewed/approved by an HR department staff member with appropriate permissions before being committed to the system?
301. How do you support electronic signatures?
302. What alerts/notifications e.g. certification or license expiring, new policy acknowledgment is available?
303. Can the employee self-service portal house important employee documents for reference (e.g. Employee Handbooks, policies, etc.)?

**Engagement**
304. Does your application support employee engagement tools?
305. Does the system offer the ability to recognize coworkers for achievements?
306. Does the solution offer reward & recognition capabilities?
307. Do you offer a mobile app? If so, how are engagement capabilities utilized on the app for our employees?
308. Please provide an overview of how your user experience helps drive user adoption, even among non-technical users. What are any unique aspects?
309. Does your solution provide a Survey tool? Describe the capabilities.
310. Create custom questions with variety of response types (T/F, 1-5 scale, agree/disagree scale, open text, etc.)
311. Ability to run evergreen (always-on) surveys (e.g., New Hire survey).
312. Ability to only send to target population based on department, job title, etc.
313. Prepackaged surveys for new hires and terminations.
314. Ability to export raw data from active or completed surveys.
315. Predictive analytics / actionable items, especially around attrition.

**Mobile**
316. What is your approach to providing mobile access to your product?
317. Do you offer a mobile app? What is included in the app? Please describe the functionality.
318. Please explain how the application suite is optimized for use on mobile devices (tablets, phones, etc.)? Are there limitations?
319. For mobile access, which operating systems are supported?
320. Explain how self-service works on a mobile device.
321. Can employees and supervisors make changes for approval using mobile app?
322. How many customers does your company have that are using mobile capability? What is the average size customer using mobile capabilities?
323. Can employees clock in/out through the app and have approvals routed to supervisors?
324. Does the mobile application have geo-fencing capability (only allowing an employee to clock in within a certain area)?
325. What can employees access on the app?
326. What can managers access on the app?
327. What can administrators access on the app?
328. Can employees request time off and review time off balances?
Service

Implementation
329. What is your process for effectively managing the implementation process?
330. Do you use subcontractors for any part of the implementation?
331. What is your typical estimated time frame for completing the initial implementation of the system?
332. What is the billing model for implementation?
333. What could cause us to have implementation fees in addition to what is on the initial quote?
334. What experience does your implementation team have?
335. Can you describe your business model of using remote and/or on-site implementation experts, and explain why you use this model?
336. Do you offer a service agreement or a contract?
337. Describe the roles of your implementation team.
338. What are your expectations in terms of client resources?
339. How will our account be managed following implementation?
340. What is your approach to data conversion?
341. Describe how you would approach implementation with poor or missing data.
342. How much history can be imported into the system?
343. Is there a migration tool from test to production or are changes manually made in both places?
344. Describe your issues management approach and plan.
345. Describe your approach to identifying, managing, mitigating, and tracking of project risks. Provide a sample risk mitigation plan.

Customer Support
346. Describe your service model.
347. What is the location of your customer service?
348. What are your hours of operation?
349. Do you have a dedicated rep model or a call center environment?
350. What are your customer service statistics?
351. Beyond your customer service model, what kind of experience do your service teams have?
352. What is the average tenure of account managers?
353. Define the Support Structure (Tiered Approach, Client assigned 1 point of contact, etc.).
354. Do you provide garnishment services?
355. How is progress and/or success measured for the service team?
356. Do you provide any user group initiatives?
357. Do you use any outsourcing as a part of your customer support model?
358. What specialist support do you provide for technical, payroll, and tax questions?
359. Are client support services available via Chat?

Training
360. Provide an overview of your approach to training clients.
361. Describe the types of training/courses available.
362. Is there an additional cost for training?
363. What on-going training is available?
364. What client communications do you provide to clients?
365. What training materials are included within the system?
366. Give examples of the types of requests/development/configuration that would result in fees outside of subscription/maintenance costs.

*F. Additional services:* Additional services outside the listed scope of services supplier will provide.
Section 6

General Conditions

1. Length of Contract
   This contract will be in effect for 12 months beginning on date of agreement approval by the Houston Food Bank and shall end one (1) year later, with the option to renew for four (4) additional years.

2. Payment
   Invoices should be e-mailed to: AP@houstonfoodbank.org

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

3. Termination Clause

   The successful bidder’s contract must include the following termination provisions:

   a) **For cause** - by Institution or contractor with thirty (30) days written notification.

   b) **The Institution’s right to terminate** - If the contractor fails to comply with any of the requirements of the contract. The Institution shall notify the contractor of specific instances of noncompliance, in writing. In instances where the contractor has been notified of noncompliance with the terms of the contract and has not taken immediate corrective action, the Institution shall have the right, upon written notice, of immediate termination of the contract and the contractor shall be liable for any damages incurred by the Institution. The Institution shall negotiate a repurchase contract on a competitive basis to arrive at a fair and reasonable price.

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**Evaluation of Bidders**

<table>
<thead>
<tr>
<th>Each bidder will be evaluated on the following factors:</th>
<th>Total Possible Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 copy of the bid submitted by email – original copy noted with signatures in blue ink</td>
<td>Required</td>
</tr>
<tr>
<td>Bidder representative signatures:</td>
<td>Required</td>
</tr>
<tr>
<td>- RFP Solicitation – pg. #</td>
<td></td>
</tr>
<tr>
<td>- Certificate of Independent Price Determination – pg. #</td>
<td></td>
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<tr>
<td>- Clean Air and Water Certification – pg. #</td>
<td></td>
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<tr>
<td>- Form AD-1048 – pg. #</td>
<td></td>
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<tr>
<td>- Certification Regarding Lobbying – pg. #</td>
<td></td>
</tr>
<tr>
<td>A. Cost of Goods and Services</td>
<td>41</td>
</tr>
<tr>
<td>B. Description of Bidder</td>
<td>7</td>
</tr>
<tr>
<td>C. Statement of Understanding</td>
<td>6</td>
</tr>
<tr>
<td>D. Quality of previous work</td>
<td>5</td>
</tr>
<tr>
<td>E. System Capabilities, Technical Expertise and Experience</td>
<td>40</td>
</tr>
<tr>
<td>F. Additional Services</td>
<td>1</td>
</tr>
<tr>
<td>Max Possible Points</td>
<td>100</td>
</tr>
</tbody>
</table>
c) The Institution shall, by written notice to the contractor, terminate the right of the contractor to proceed under this contract if it is found by the Institution that gratuities in the form of entertainment, gifts, favors, anything of monetary value or otherwise were offered or given by the contractor or contractor’s employees or subcontractors to any officer, employee or agent of the Institution.

d) In the event this contract is terminated as provided in paragraph (b) hereof, the Institution shall be entitled: (i) to pursue the same remedies against the contractor as it could pursue in the event of a breach of the contract by the contractor;

e) and (ii) as a penalty, in addition to any other damages in any amount which shall not be less than three, nor more than ten times the costs incurred by the contractor in providing any such gratuities to any such officer or employee.

f) The rights and remedies of the Institutions provided in this clause, shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this contract.
Section 7

General Provisions

Equal Opportunity

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

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

a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.

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

c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers’ representative of the contractor’s commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.

e) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f) In the event of the contractor’s noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the contractor may be declared ineligible for further Government contracts in accordance with Procedures.

26
authorized in Executive Order 11246 of September 24, 1965, as amended by
Executive Order No. 11375 of October 13, 1967, and such other sanctions as may
be imposed and remedies invoked as provided in Executive Order No. 11246 of
September 24, 1965, as amended by Executive Order 11375 of October 13, 1967,
or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided
by law.

g) The contractor will include the provisions of paragraphs a) through g) in every
subcontract or purchase order unless exempted by rules, regulations, or orders of
the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246
of September 24, 1965, as amended by Executive Order No. 11375 of October 13,
1967, so that such provisions will be binding upon each subcontractor or Institution.
The contractor will take such action with respect to any subcontract or purchase
order as the contracting agency may direct as a means of enforcing such provisions,
including sanctions for noncompliance: Provided, however, that in the event the
contractor becomes involved in, or is threatened with, litigation with a subcontractor
or Institution as a result of such direction by the contracting agency, the contractor
may request the United States to enter into such litigation to protect the interests of
the United States.

Clean Air and Water

(Applicable only if the contract exceeds $100,000 or the Contracting Officer has
determined that the orders under an indefinite quantity contract in any one year will
exceed $100,000, or a facility to be used has been the subject of a conviction under the
Clean Air Act [42 USC 7413(c)(1) or the Federal Water Pollution Control Act [33 USC
1319(c)] and is listed by EPA, or the contract is not otherwise exempt.)

a) The contractor agrees as follows:

i) To comply with all the requirements of Section 114 of the Clean Air Act, as
amended [42 USC 7414] and Section 308 of the Federal Water Pollution Control
Act [33 USC 1251, et seq.], respectively, relating to inspection, monitoring, entry,
reports and information as well as other requirements specified in Section 114
and Section 308 of the Air Act and the Water Act, respectively, and all
regulations and guidelines issued hereunder before the award of this contract.

ii) That no portion of the work required by this contract will be performed in a facility
listed on the Environmental Protection Agency List of Violating Facilities on the
date when this contract was awarded unless and until the EPA eliminates the
name of such facility or facilities from such listing.

iii) To use his best efforts to comply with clean air standards and clean water
standards at the facilities in which the contract is being performed.

iv) To insert the substance of the provisions of this clause in any nonexempt
subcontract, including this paragraph (a)(4).

b) The terms used in this clause have the following meanings:
i) The term “Air Act” means the Clean Air Act, as amended [42 USC 7401, et seq.].

ii) The term “Water Act” means Federal Water Pollution Control Act, as amended [33 USC 1251 et seq.].

iii) The term “Clean Air Standards” means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in Section 110(d) of the Clean Air Act [42 USC 7410], an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act [42 USC 7411] or Section 111(d), respectively, of the Air Act [42 USC 7411], or an approved implementation procedure under Section 112(d) of the Air Act [42 USC 7412].

iv) The term “Clean Water Standards” means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act [33 USC 1342] or by local government to ensure compliance with pretreatment regulations, as required by Section 307 of the Water Act [33 USC 1317].

v) The term “compliance” means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.

vi) The term “facility” means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by a contractor or subcontractor to be utilized in the performance of a contract or subcontracts. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location or site shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are co-located in one geographical area.

Clean Air and Water Certification

The bidder certifies as follows:

a) Any facility to be utilized in the performance of this proposed contract has ☐, has not ☐ been listed on the Environmental Protection Agency List of Violating Facilities.

b) He will promptly notify the Contracting Officer, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U. S. Environmental Protection Agency, indicating that any facility which he proposes to use for the
performance of the contract is under consideration to be listed on the EPA List of Violating Facilities.

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

__________________________________________________________
Signature of Authorized Representative, Bidder     Date

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

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

______________________________________________________________________
Organization Name             PR/Award Number or Project
Name

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

______________________________________________________________________
Signature(s)         Date

Form AD-1048 (1/92)
Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, lower tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal”, and “voluntarily excluded”, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions”, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-Procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Form AD-1048 (1/92)
Section 9

PROCUREMENT
Certification Regarding Lobbying

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

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of [Name of Institution] in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of [Name of Institution] in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

_______________________________________
Name/Address of Organization

_______________________________________
Name/Title of Submitting Official

_______________________________________        ______________________
Signature             Date
## 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

<table>
<thead>
<tr>
<th>1. Type of Federal Action:</th>
<th>2. Status of Federal Action:</th>
<th>3. Report Type:</th>
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<tbody>
<tr>
<td>___ a. contract</td>
<td>___ a. bid/offer/application</td>
<td>___ a. initial offering</td>
</tr>
<tr>
<td>___ b. grant</td>
<td>___ b. initial award</td>
<td>___ b. material change</td>
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<tr>
<td>___ c. cooperative</td>
<td>___ c. post-award</td>
<td>For Material Change Only:</td>
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<tr>
<td>agreement</td>
<td></td>
<td>Year ____________</td>
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<tr>
<td>___ d. loan</td>
<td></td>
<td>Quarter __________</td>
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<tr>
<td>___ e. loan guarantee</td>
<td></td>
<td>Date of last report __________</td>
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<tr>
<td>___ f. loan insurance</td>
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<thead>
<tr>
<th>4. Name and Address of Reporting Entity:</th>
<th>5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name &amp; Address Of Prime:</th>
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</thead>
<tbody>
<tr>
<td>□ Prime</td>
<td></td>
</tr>
<tr>
<td>□ Sub-awardee, Tier ____ , if known</td>
<td></td>
</tr>
<tr>
<td>______________________________________</td>
<td></td>
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<tr>
<td>Congressional District, if known:</td>
<td></td>
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<tr>
<th>6. Federal Department/Agency:</th>
<th>7. Federal Program Name/Description:</th>
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<tbody>
<tr>
<td></td>
<td>CFDA Number, if applicable:</td>
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<table>
<thead>
<tr>
<th>8. Federal Action Number, if known:</th>
<th>9. Award Amount, if known:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>
| 10. a. Name and Address of Lobbying Entity | b. Individuals Performing Services  
(If individual, last name, first name, MI):  
(Attach continuation sheet(s) if necessary) |
|-------------------------------------------|------------------------------------------|
| 11. Amount of Payment (check all that apply): | 13. Type of Payment (check all that apply):  
$ ______________  
☐ Actual  ☐ Planned |
| 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: |  |
| 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 | Signature:  
__________________________________________  
Print Name:  
__________________________________________  
Title:  
__________________________________________  
Telephone No: ___________  Date: __________ |
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.