



REQUEST FOR PROPOSALS

The Housing Authority of the City of Lakeland (also known as the Lakeland Housing Authority or LHA) is requesting proposals from licensed and qualified professionals for **Payroll Services and/or Workers' Compensation Coverage**. The awarded contract will be for a base period of two years with an option to extend the agreement for up to three additional one-year periods.

LHA reserves the right to award up to two contracts resulting from this Request for Proposals. Responses must be submitted by **2:00 p.m., Eastern Time, on October 31, 2013**. The appropriate forms may be obtained by emailing a request to ***Procurement@LakelandHousing.org***.

Minority and Woman Business Enterprises (MBE/WBE) and Section 3 firms are strongly encouraged to respond to this and all LHA solicitations.

LAKELAND HOUSING AUTHORITY

REQUEST FOR PROPOSALS FOR PAYROLL SERVICES AND/OR WORKERS' COMPENSATION COVERAGE

1. ADMINISTRATIVE BACKGROUND

The Lakeland Housing Authority (LHA) is a public body corporate and politic established in 1939 under the U.S. Housing Act of 1937 and Chapter 421, Florida Statutes. LHA and its affiliates provide low-income housing assistance mainly to the residents of Lakeland, Florida. A seven member Board of Commissioners appointed by the Mayor of City of Lakeland governs it. LHA currently owns and operates federally assisted housing units (public housing) and with the assistance of *West Lake Management, LLC* manages: tax credit properties; public housing/tax credit properties (mixed finance); and Section 8 Project based/tax credit properties, all of which are located in Polk County, Florida--most within the city limits of Lakeland. A majority of LHA's revenue is received through the U.S. Department of Housing and Urban Development (HUD) and agencies of or affiliated with the State of Florida including the Florida Department of Education.

The mission of the Lakeland Housing Authority is to provide quality, affordable housing and self-sufficiency opportunities in an effective and professional manner.

2. SCOPE OF SERVICES

A. General

LHA employs approximately 90 employees which includes approximately 33 full-time employees. Employees are paid on a bi-weekly basis and are considered either exempt or non-exempt under the Fair Labor Standards Act. Different work schedules are utilized depending on the various departments. Overtime is paid in accordance with federal and state laws. Neither exempt nor non-exempt employees accrue compensatory leave time. LHA employees report to work at several facilities scattered throughout the various LHA communities.

LHA desires to dissolve ("unwind") the current Professional Employer Organization (PEO) relationship that it has with *Automatic Data Processing, Inc.* (ADP). LHA does not desire to become part of another PEO.

As a result of this solicitation, LHA requires that the procured Workers' Compensation coverage will become effective on January 01, 2014 and that the paychecks for the first pay date of 2014--on January 03, 2014--will be generated by the successful respondent. (That pay period will end on December 28, 2013.)

LHA reserves the right to award the Workers' Compensation portion of this solicitation to that respondent whose proposal best meets the needs of LHA. Likewise, LHA reserves the right to award the Payroll Services portion of this

solicitation to that respondent whose proposal best meets the needs of LHA. LHA also reserves the right to award the Workers' Compensation coverage and the Payroll Service to the same respondent. All awards will be made at the sole discretion of LHA.

B. SPECIFIC REQUIREMENTS

In its response to this RFP, each respondent shall address the following activities by item number and include **all** requested information. This list of activities is not an all-inclusive list in that the respondent should also identify and describe how the respondent will provide usual and customary services relative to the spirit of this RFP but not specifically indicated below.

1. re: Pre-payroll Processing:
 - Pre-audit reports
 - The audit process for each payroll
 - The processes to make payroll corrections
2. re: Payroll, in general:
 - "What if" capability and capability to provide for updates
 - Total number of paychecks processed last year for entities with approximately 100 employees
 - Tax updates and how they are transmitted
 - General ledger process and the integration with LHA's *Yardi Voyager* software
 - Allocation of costs to which level of detail
 - Capability to handle multiple departments for the same employee
 - The method that payroll information is entered. The customization of screens
 - Capability of stop/start dates for deductions
 - Capability for future dated entries
 - Capability for mass changes to be entered
 - Capability of the system to have an organization chart feature
 - Capability to automatically calculate overtime pay based on total hours and total compensation for pay period
 - Availability for keying and reporting during all phases of the payroll process
 - Capability to process manual and off cycle checks
 - Tax filings processed in house or by a 3rd party vendor
3. re: Year-End Processes:
 - Vendor and client responsibilities for year-end/year-begin activities
 - If garnishment payments automatically generated to payee
 - Maintaining compliance with all federal and state regulations for garnishment processing
4. re: Safety/WC/FMLA:
 - Tracking of safety or Workers' Compensation information
 - Capability of determining FMLA and non-FMLA eligibility

5. re: Benefits
 - Capability to integrate with benefit carriers. Availability of interfaces
 - Capability to set-up benefits so only a specific group of employees are eligible
 - Capability to future date deduction amounts and capability to over-write for one-time adjustments
 - Capability to automatically update premiums for age/salary calculations
 - Capability to generate benefit statements that include employer contributions
 - Capability to provide online benefit enrollment
 - Capability to calculate arrears on benefits while employee is on disability/leave
 - Capability to generate benefit premium and benefit reports
 - Capability to automatically update payroll deductions based on benefit changes
 - Capability to support multiple vacation accrual and rollover allowances by employee type and tenure
 - Capability to provide on-line vacation requests/approvals
 - Capability to provide vacation accrual reports. Provide a sample
 - Capability to provide calendars available by manager to view approved requests/not yet approved requests
 - Capability to make premium payments directly to the benefit providers
6. re: Compensation:
 - Capability to calculate mid-payroll cycle pay changes
 - Capability to split employee earnings among multiple departments
 - Capability to provide online view of employee total compensation by quarter, YTD, pay type
7. re: History/Recordkeeping:
 - If the system maintains unlimited history for each employee
 - If employee records are purged and the timeframe for purging
 - If corrections be made to historical, current, and future records
 - If scanned documents or picture images may be stored
 - If non-employee records may be stored
 - If the system can be rolled-back to certain point in time
 - How many years of pay history can employees readily access
8. re: Security/System:
 - The overall security scheme
 - If access to specific functions, files and data is restricted based on user
 - If the administrative user controls security or if security is reliant on the vendor
 - If user security profiles can be copied to new user
 - The password/authentication controls that are utilized
 - How often is system upgraded and do upgrades impact customizations
 - If the system is web-based
 - If automatic system reminders are available and for what activities/functions

9. re: Security/System:
 - If the system provides an integrated ad hoc report writing tool
 - What format the reports are provided
 - If the system allows for the generation of reports in on all of the “fields” that exist in the system
 - If the system provides flexibility for determining: selection criteria, date ranges, data, etc.
 - What standard reports are available and in what format
 - What standard reports are available for OSHA/EEO requirements; OSHA 300 logs functionality
 - If the system tracks work permits, visas, etc. with alerts for expiration dates
10. re: Hosted Services
 - Who provides internet access for the system and where is service located
 - What virus detection/scanning mechanisms are in place
 - The system’s disaster recovery plan
11. re: Service/Support
 - What is the customer service model
 - How many payroll clients do you have
 - What is your payroll customer retention rate
 - What is the average tenure of your payroll customers
 - Will LHA be assigned a dedicated rep, team, or other
 - The procedure for escalating support issues
 - What training is provided upon initial implementation and ongoing
12. re: Implementation
 - If there is a dedicated implementation team
 - The project management implementation process. Provide proposed timeline
 - If the system allows for the import of initial payroll data
13. re: Time & Attendance
 - Time and attendance options
 - If the time and attendance module is integrated with the payroll function
 - Ability to process time and attendance in a fully automated environment
14. re: Self-Service
 - If employee and manager self-service are available
 - The functionality of system--what items can the employee view and process themselves
15. re: Certifications/Other
 - The respondent’s auditing standards
 - Any additional certifications
16. re: HR Management Support including, but not limited to, general training (soft skills) via live instructors, webinars, and/or DVD’s in:
 - Customer Service
 - Workplace Diversity Awareness

- Preventing harassment in the workplace
 - Preventing harassment in the workplace for managers
 - Time Management courses for managers
 - First time supervisors
 - Progressive Discipline
 - Strategies for reducing unemployment expenses
17. re: Provision of Workers' Compensation coverage
- Compliance with State of Florida guideline
 - What Workers' Compensation codes would apply to LHA
 - The provision of OSHA and/or other safety trainings
18. re: Perks
- What perks, if any, will be made available to the employees of the entities that receive payroll services, e.g, discount rates on cell phone service

3. SUBMITTAL FORMAT

Submittal Format: Submittals should be provided in the following format securely bound. Page separators/tabs must clearly identify each section to facilitate quick reference and comparison to the material submitted by other respondents. Brevity will be appreciated.

Letter of Transmittal:

Please include a letter of transmittal bearing the signature of an authorized representative of the respondent and the name of the individual authorized to negotiate services and costs with LHA. Please indicate if the submitted proposal is for the provision of *Payroll Services* or *Workers' Compensation Coverage* or *both* services. If two or more firms desire to submit a joint proposal, the terms of the arrangement must be clearly defined on the individual letterhead of all firms involved.

Tab 1—Experience

Under this tab, the respondent must:

- Provide evidence of a minimum of five years' experience in providing payroll services and/or Workers' Compensation coverage for entities of approximately 100 employees. Experience with governmental and/or non-profit organization is desirable.

Tab 2--Staff Experience and Organization:

Under this tab, the respondent must:

- Provide an organization chart and resumes of the key staff that will be assigned to work with LHA. Include qualifications and pertinent experience.

- Show the experience of these key personnel on services of similar size and nature. Specifically, show the experience that these key personnel have working with each other to provide these services.
- Provide a staffing plan of who will be responsible to provide the services request in the specific tasks identified by item **2.B** of this RFP.

Tab 3—Capacity to Provide the Requested Services:

Under this tab, the respondent must:

- Describe, in sufficient detail, its plan to meet the deadlines contained in item **2.A** of this RFP.
- Provide its response to the items contained in item **2.B** of this RFP.

Tab 4—Fee Schedule:

Under this tab, the respondent must:

- Provide a detailed fee schedule on:
 - Processing fees
 - Set-up fees
 - Garnishment fees
 - Interfaces with outside partners/carriers
 - Custom reports
 - General Ledger interface
 - Training
 - Mailing fees
 - Workers' Compensation rates
 - Other related charges (describe the item/service)
- (Note: All pricing and proposed services are subject to later negotiation.)*

Tab 5--Submission of Required Documents

Under this tab, the respondent must:

A. Provide the following documents:

- At least, ten references for recent projects—preferably with public sector entities—where services similar to the services requested in this RFP were provided—provide: name, entity, position, and phone number.

B. Complete and provide the following documents which are attached to this RFP:

- HUD Form 5369-C
- HUD Form 50070
- Non-Collusion Certification

- Public Entity Crime Statement
- Section 3 Business Form
*(Note: The successful respondent will be required to comply with LHA's Section 3 and Minority and Woman Business Enterprise Policy, **as applicable**. The policy can be accessed at: <http://lakelandhousing.org/wp-content/uploads/MVBE-Section-3-Policy-corrected-022113.pdf>.)*

4. SUBMITTAL SCHEDULE

An original—designated as the “original” and signed in blue ink--and **four (4)** copies of the submittal are to be delivered to LHA on or before **2:00 p.m., Eastern Time, on October 31, 2013**. No submittal to this RFP will be accepted after this specified time.

(NOTE: LHA reserves the right to reject any response to this RFP that does not provide the requested number of copies.)

5. SUBMISSION OF OFFERS

All submittals are to be delivered by mail, package delivery service, or hand-delivered in sealed envelopes and addressed to:

Tom Hornack
re: Payroll Services and/or Workers' Compensation Coverage RFP
Lakeland Housing Authority
430 Hartsell Avenue
Lakeland, Florida 33815

Submittals transmitted by facsimile or electronic mail will not be accepted.

All submittals and accompanying material will become the property of LHA and will not be returned to the respondent.

6. CLARIFICATION OF RESPONSES

LHA reserves the right to obtain clarification of any point in a respondent's submittal and/or to obtain additional information necessary to properly evaluate a particular submittal. Failure of a respondent to respond to such a request for additional information or clarification could result in rejection of that respondent's response.

7. SCORING/AWARD EVALUATION CRITERIA

A review committee shall evaluate and score each submittal using the methods described in this RFP. A contract will be awarded to the respondent(s) whose submittal best meets the needs and requirements of LHA. LHA reserves the right to reject any or all submittals, to award one or more contracts, *or* to award no contract. An interview with the finalists may or may not be required at the discretion of LHA.

The respective weights of evaluation criteria to be used in reviewing submittals are as follows:

- *Experience* as requested in “Tab 1”--*up to 15 points*
- *Staff Experience and Organization* as requested in “Tab 2”—*up to 15 points*
- *Capacity to Provide the Requested Services* as requested in “Tab 3”—*up to 50 points*
- *Fee Schedule* as requested in “Tab 4”—*up to 20 points*
- *Submission of Required Documents* as requested in “Tab 5”—failure to provide these documents may render the response to this RFP as *non-responsive* and, therefore, may cause the submitted response to be rejected.

Total Possible Points—100 points

LHA reserves the right to waive any minor irregularities or technicalities in the submittals received.

8. GENERAL CONDITIONS:

Communications--In order to maintain a fair and impartial competitive process, LHA shall avoid private communication concerning this procurement with prospective respondent during the entire procurement process. Please respect this policy and do not attempt to query LHA personnel regarding this RFP.

Ex parte communication regarding this solicitation is prohibited between a potential or current respondent and any: LHA Board of Commissioners member, LHA staff member, or any other person serving as an evaluator during this procurement process. A respondent who directly contacts any LHA Board of Commissioners member, LHA staff member, or proposal evaluator regarding this solicitation risks elimination of its proposal from consideration. Correspondence with the LHA’s Administrative Services Manager, **Tom Hornack**, does not constitute *ex parte* communication. Oral or written instructions or information concerning the specifications of this project given out by any LHA Board of Commissioners member or another LHA employee or LHA agent to a prospective respondent shall not bind LHA.

In the event that a potential respondent has questions that he/she would like to have addressed, the potential respondent may email questions to: Procurement@Lakelandhousing.org, prior to **9:00 a.m., Eastern Time, on October 24, 2013**. Receipt of request will be acknowledged. On or before **5:00 p.m., Eastern Time, on October 24, 2013**, a response will be sent to all potential respondents who received this RFP directly from LHA. It is the potential

respondent's responsibility to monitor his/her email account for additional information relevant to this RFP.

9. MODIFICATION OF SOLICITATION

LHA reserves the right to modify this RFP as deemed necessary by LHA. Any such modification or amendment will be sent by email on or before **5:00 p.m., Eastern Time, on October 24, 2013** to all potential respondents who received this RFP directly from LHA.

LHA also reserves the right: to increase or delete any scheduled items; to award portions of this RFP; to waive informalities and technicalities; to make no award; to terminate this RFP solicitation at any time; and to make awards consistent with LHA's policies and/or the laws governing the U.S. Department of Housing and Urban Development (HUD) and/or State of Florida programs.

10. SUBMITTALS ARE PUBLIC RECORD

After the award of an agreement(s) resulting from this RFP, all information submitted by the respondents shall be public record and subject to disclosure pursuant to the Florida Public Records law. A respondent shall not copyright or cause to be copyrighted any portion of any said document submitted to LHA as a result of this RFP.

11. SMALL BUSINESSES, MINORITY BUSINESS ENTERPRISES, WOMAN BUSINESS ENTERPRISES, AND SECTION 3 QUALIFIED BUSINESSES

LHA strongly encourages the participation of Small Businesses, Minority-owned businesses, Women-owned businesses (please see item 2 of HUD Form 5369-C--attached), and/or Section 3-qualified businesses (please see Section 3 Business Form attached) in this and all LHA projects, programs, and services.

12. NEGOTIATIONS AND AWARD

Negotiations may be conducted with respondents determined to have a reasonable chance of being selected for award based on evaluation of qualifications and other factors considered to be most advantageous to LHA. Such respondents shall be accorded fair and equal treatment with respect to any opportunity for negotiations and revisions of submittals—to assure full understanding of and conformance to the services requested by LHA. No respondent shall be assisted in bringing its submittal up to the level of another in order to be considered for award. LHA reserves the right to request additional information concerning any/all submittals submitted. A common deadline shall be established for the receipt of submittal revisions based on negotiations.

After the evaluation of the submittal revisions, if any, the contract(s) will be awarded to the responsible respondent(s) whose qualifications and other factors considered are the most advantageous to LHA.

13. DISPUTES

In case of any doubt or differences of opinions as to the items or service to be furnished hereunder or the interpretation of the provisions of the RFP, the decision of LHA shall be final and binding upon all parties.

14. ASSIGNMENT

Neither the resultant contract nor any of the requirements, rights, or privileges demanded by it may be sold, assigned, contracted, or transferred by the selected firm without the express written consent of LHA.

15. MANDATORY CONTRACT PROVISIONS AND CLAUSES

At a minimum, a contract awarded under this RFP will require compliance with the following HUD forms: *5369-C and Table 5.1*—copies are attached to this RFP--as well as applicable portions of *LHA's Section 3 and Minority and Woman Business Enterprise Policy*, which can be accessed at: <http://lakelandhousing.org/wp-content/uploads/MWBE-Section-3-Policy-corrected-022113.pdf>.

ATTACHED FORMS

Certifications and Representations of Offerors

Non-Construction Contract

U.S. Department of Housing and Urban Development Office of Public and Indian Housing

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offers to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

(a) The bidder/offeror represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:

- (1) ☐ has, ☐ has not employed or retained any person or company to solicit or obtain this contract; and
- (2) ☐ has, ☐ has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offeror represents and certifies as part of its bid/offer that it:

- (a) ☐ is, ☐ is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b) ☐ is, ☐ is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c) ☐ is, ☐ is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- | | |
|---|---|
| ☐ Black Americans | ☐ Asian Pacific Americans |
| ☐ Hispanic Americans | ☐ Asian Indian Americans |
| ☐ Native Americans | ☐ Hasidic Jewish Americans |

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

- (c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:
- (i) Award of the contract may result in an unfair competitive advantage;
 - (ii) The Contractor's objectivity in performing the contract work may be impaired; or
 - (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.
- (b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.
- (d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

Signature & Date:

Typed or Printed Name:

Title:

Certification for
a Drug-Free Workplace

U.S. Department of Housing
and Urban Development

Applicant Name

Program/Activity Receiving Federal Grant Funding

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

- I certify that the above named Applicant will or will continue to provide a drug-free workplace by:
- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federalagency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.
- 2. Sites for Work Performance.** The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)
- Check here ☐ if there are workplaces on file that are not identified on the attached sheets.
- I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.
Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.
(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)
- | | | |
|-----------------------------|-------|------|
| Name of Authorized Official | Title | |
| Signature | | Date |
| X | | |
- form HUD-50070 (3/98)

ref. Handbooks 7417.1, 7475.13, 7485.1 & .3

NON-COLLUSION CERTIFICATION

re: PAYROLL SERVICES AND/OR WORKERS' COMPENSATION COVERAGE

The undersigned states that he/she is fully authorized by the entity indicated below to certify that:

- That this proposal or bid is made without collusion or fraud with any other person, firm, or corporation making a proposal or bid for the same purpose.
- That no officer or employee or person whose salary is paid, in whole or in part, from the Housing Authority of the City of Lakeland is, shall be, or will become interested, directly or indirectly, surety or otherwise: in this proposal or bid; in the performance of the contract; in the supplies, materials, equipment, and services or labor to which they relate; or in any portion of the profits thereof.

By signing this form, the undersigned affirms that said proposal or bid is, in all respects, fair and without collusion or fraud.

Name of Entity: _____

Authorized Signature/Date: _____

Printed Name of Signer: _____

Title of Signer: _____

Corporate Seal, *if appropriate*

Note: Failure to complete this statement as presented may result in the bid or proposal being rejected.

PUBLIC ENTITY CRIMES STATEMENT

re: PAYROLL SERVICES AND/OR WORKERS' COMPENSATION COVERAGE

By signing this form, the *Proposer* certifies that it is not currently debarred, suspended, or excluded from or for participation in Federal assistance programs in accordance with: Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35; HUD regulations, 24 CFR 24; or by other federal agencies.

The *Proposer* also certifies that it is in compliance with Section 287.133, Florida Statutes, as it relates to Public Entity crimes. More specifically, the *Proposer* certifies that it acknowledges and it is in compliance with the following:

A person or an affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section [287.017](#), F.S. for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Name of Entity: _____

Authorized Signature/Date: _____

Printed Name of Signer: _____

Title of Signer: _____

Corporate Seal, *if appropriate*

Note: Failure to complete this statement as presented may result in the bid or proposal being rejected.

The Housing Authority of the City of Lakeland	SECTION 3 BUSINESS FORM
Company Name:	Employer (IRS) No:
Address:	Type of Business: ☐ Minority-Owned Business ☐ Woman-Owned Business
THE CONTRACTOR REPRESENTS AND CERTIFIES THAT IT IS QUALIFIED AS: ☐ A SECTION 3 BUSINESS SINCE <i>(Please check all of the following that apply to your business.)</i> ☐ 51% or more is owned by Section 3 residents.* ☐ at least, 30% of its permanent full-time employees are current Section 3 residents* or were Section 3 residents within 3 years of the date of first employment with the business. ☐ it provided evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business that meet the qualifications set forth in the two previous categories. <u>OR</u> ☐ NOT A SECTION 3 BUSINESS, but who has and will continue to seek compliance with Section 3 by certifying its efforts to award subcontracts to Section 3 concerns.	

* A Section 3 resident is defined as a Public Housing resident or an individual who resides in the within Polk County and whose family income is below the following income limits:

Persons in Household:	1	2	3	4	5	6	7	8
Very Low-Income:	\$18,150	\$20,750	\$23,350	\$25,900	\$28,000	\$30,050	\$32,150	\$34,200

Date:	Under penalty of law, I hereby certify that to the best of my knowledge and belief that the information provided in this document is true and correct.
	Printed Name of Authorized Official: Signature:

06-04-13

TABLE 5.1 MANDATORY CONTRACT CLAUSES FOR SMALL PURCHASES OTHER THAN CONSTRUCTION

The following contract clauses are required in contracts pursuant to **24 CFR 85.36(i) and Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act**. HUD is permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy. The PHA* and contractor is also subject to other Federal laws including the U.S. Housing Act of 1937, as amended, Federal regulations, and state law and regulations.

Examination and Retention of Contractor's Records. The PHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

Right in Data and Patent Rights (Ownership and Proprietary Interest). The PHA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Contractor pursuant to the terms of this Contract, including, but not limited to, reports, memoranda or letters concerning the research and reporting tasks of the Contract.

Energy Efficiency. The Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

Procurement of Recovered Materials

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

(b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

Termination for Cause and for Convenience (contracts of \$10,000 or more).

(a) The PHA may terminate this contract in whole, or from time to time in part, for the PHA's convenience or the failure of the Contractor to fulfill the contract obligations (cause/default). The PHA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the PHA all information, reports, papers, and other materials accumulated or generated in performing the contract, whether completed or in process.

(b) If the termination is for the convenience of the PHA, the PHA shall be liable only for payment for services rendered before the effective date of the termination.

(c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (cause/default), the PHA may (1) require the Contractor to deliver to it, in the manner and to the extent directed by the PHA, any work described in the Notice of Termination; (2) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the PHA; and (3) withhold any payments to the Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owed by the PHA to the Contractor. In the event of termination for cause/default, the PHA shall be liable to the Contractor for reasonable costs incurred by the Contractor before the effective date of the termination. Any dispute shall be decided by the Contracting Officer.

*(*In this instance, PHA refers to the Lakeland Housing Authority.)*