



The Housing Authority of The City of Fort Myers

REQUEST FOR QUOTE

QUOTE No. 23-01
Utility Rate Study

April 25, 2023

Housing Authority of the City of Fort Myers, Florida
4224 Renaissance Preserve Way
Fort Myers, FL 33916



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Exhibits:

Exhibit A: List of Developments Summary of the Utility and Equipment Types for each Development.

Exhibit B: Type of Building at Each Location (i.e.: Bedroom size, Number of units

Exhibit C: List of Service Providers

Required Forms – Subject to change based on QUOTE.

- a. Submittals under Section III
- b. Attachment A Checklist
- c. Fee Proposal
- d. 5369 A Representations, Certifications, and Other Statements of Bidders
- e. 5369 B Instruction to Offerors – Non-Construction
- f. 5369-C Certifications and Representations of Offerors – Non-Construction
- g. 5370-C General Conditions – Non-Construction
- h. Section 3 Policy & Certification
- i. MBE and WBE Utilization
- j. Disclosure of Lobbying Activities
- k. Non-Collusion Affidavit of Contractor
- l. 50070 Drug Free Workplace
- m. HUD 92010 Equal Opportunity
- n. Public Entity Crime Form



The Housing Authority of the City of Fort Myers (HACFM), Florida and its Affiliates is requesting Quotes in accordance with Quote No. 23-01, Utility Rate Study.

HACFM will receive electronic submissions of Proposals sent to Procurement@HACFM.org on or before May 11, 2023 @ 4:00 P.M.

IMPORTANT: Please be sure to label the email Subject Line as follows: “Quote No. 23-01Utility Rate Study.” The email date and time stamp shall serve as the official receipt and late submissions shall not be accepted. HACFM shall not be responsible or liable for any lost or misdirected responses. Submissions are the responsibility of the proposer.

QUESTIONS: All questions about the meaning or intent of the quote documents are to be directed to **Laurie Victory, e-mail: Procurement@HACFM.org**. Questions received less than five (5) days prior to solicitation dues date may not be answered. Only questions answered by written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Contract Term:

The contract resulting from this QUOTE shall provide for a term of One (1) year with the option of renewing for an additional three (3) one (1) year periods upon mutual agreement of both parties in writing. Unless otherwise stated in the contract, the contract term shall commence on the date specified in the Contract or Purchase Order issued by HACFM.

Annual Appropriations:

HACFM’s performance and obligation to pay under this contract is contingent upon an annual appropriation of funds.

ADDENDUMS: All ADDENDUMS shall be placed on the HACFM website. Bidders will not be notified when an ADDENDUM is issued.

It is the responsibility of the bidder to check the website for any ADDENDUMS.



Timeline:

Timeline is provided as a guideline only and is subject to change at the discretion of HACFM.

Action	Estimated Date of Completion
QUOTE Issued and made available	April 25, 2023
Deadline for submitting questions	May 04, 2023
Proposal submission deadline	May 11, 2023 @ 4:00 p.m.
Contract Award	May 18, 2023, or soon thereafter
Notice to Proceed	May 25, 2023, or soon thereafter

*There is no obligation on the part of the HACFM to select and award any submitting response or to any firm or individual submitting a response. **No work is guaranteed.***

BACKGROUND:

The Housing Authority of the City of Fort Myers (the “Authority” or HACFM) is a public housing (PH) authority created pursuant to Chapter 421 of the Florida Statutes of 1969. Being a municipal dependent special district, the Authority has general statutory authority to operate within the City limits of Fort Myers (the “City”), Lee County, Florida. The Authority develops, owns, and manages public and affordable housing. The Authority is responsible for the administration/management of 570 units of low rent Public Housing (PH), 604 LIHTC Tax Credit Units, 210 Section 8 Project Based Units, 200 Mainstream vouchers, 86 Emergency Housing Vouchers and 2014 total other vouchers.

The City of Fort Myers has a diverse population, and the Authority provides affordable housing for the low-income individuals and families who cannot afford housing in the private market. The Authority has partnered with the City, the Lee County Housing Finance Authority (the “County”), other local profit, and not-for-profit groups and citizens of the community desiring to provide more affordable housing options within the City: to rehab units; to redevelop PH; to create new housing (inclusive of new PH units); to support development of community services and resources for the citizens and to seek out new funding sources for the Authority. The Authority and its partners are committed to preserving the community’s historical roots while building and redeveloping a community that is affordable and viable in the present.

The Southwest Florida Affordable Housing Choice Foundation, Inc., an affiliate nonprofit 501(c)(3) corporation of the HACFM was formed in 2006 to provide, develop and manage affordable housing opportunities on behalf of the HACFM, who currently manage 142 units.



SECTION I: SCOPE OF WORK

This project consists of but is not necessarily limited to updating Utility Rate Schedules for the Section 8 Housing Choice Voucher, Public Housing, Multi-Family and LIHTC programs in Fort Myers, Florida.

The Housing Authority of the City of Fort Myers (HACFM) and its Affiliates are seeking quotes from qualified individuals or businesses interested in updating current schedules of monthly Utility Rates that meet the applicable requirements for the Section 8 Housing Choice Voucher, Public Housing, LIHTC, and Multi-Family Programs, as described in HUD regulations and federal law, and with respect to the Section 8 HCVP, in compliance with the HUD-52667 (included for reference) and accurately reflects average utility costs for energy conscious households in Fort Myers, Florida. Lee County, Okeechobee County, Highlands County, Hendry County, and Glades County.

1. Utility Rate Schedule Conditions:

The Respondent shall update Utility Rate schedules that meet the following conditions and requirements:

- a. Supports a reasonable level of consumption by Housing Choice Voucher program participants, based on the typical cost of utilities and services paid by energy conservative households that occupy housing of similar size and type in the same locality.
- b. Classifies utilities according to the following general categories: energy costs for space heating, cooking, water heating that may be provided by separate energy sources; and the costs of other (household) electric, air conditioning (as determined to be required by regulation), water, sewer, sewer treatment (where applicable) and trash collection (disposal of waste and refuse)
- c. Be based on clearly articulated and reasonable assumptions about studio, one bedroom, two-bedroom, three-bedroom, four-bedroom, and five-bedroom units.
- d. Distinguishes between average energy costs for four structure types:
 - 1) Detached single family units;
 - 2) Apartment/walk-up units (i.e.: multifamily structures);
 - 3) Duplex, townhouse and/or row house; and
 - 4) Mobile / manufactured home. Additional separate schedules (more



than these four) should only be presented if it is determined appropriate by the consultant given the applicable regulations and the rental housing stock in Lee County.

2. Differentiate between Project-based properties and Tenant-based voucher recipients. It is anticipated that the Section 8 HCVP update will be completed using the rates for the predominant utility service providers in the HACFM's jurisdiction (Lee County).

Exhibit C: List of service providers is attached.

3. Note: Although an "anticipated" surveying method was noted above, it is the respondent's responsibility to ensure that the Utility Rate update is completed in a manner consistent with all applicable federal regulations and HUD regulation.
4. For any properties with LIHTC residents:
 - a. Section 42 operating in combination with HUD Section 8:
Use the applicable HUD Utility Rates.
 - b. Section 42 operating in combination with HUD Section 8 tenant-based vouchers:
Use the applicable local PHA Utility Rates.
 - c. Section 42 applicable Utility Rates for rent-restricted units in the building are determined using the:
 - 1) Local Utility Company Estimate
 - 2) HUD Utility Schedule Model,
 - 3) Energy Consumption Model, or
 - 4) Applicable Local PHA Utility Rates
 - d. **The Public Housing update will include all the developments listed in Exhibit A. The exhibit also provides a summary of the Utility and Equipment types for each development.**
 - e. **Exhibit B provides data regarding the type of buildings at each location (i.e., bedroom size, number of units per building, etc.)**
4. Study shall be in a format that is easy to maintain, modify and update. (i.e., Excel spreadsheet or Access database) Program used shall be approved by HACFM prior to execution.



5. Be easy for HACFM staff to use in establishing individual Utility Rates for each unit leased up in the program and to update as utility rates change.
6. Be developed based upon adequate survey of current utility rates and average consumption data from energy suppliers throughout Lee County, and or other pertinent information necessary to establish allowances for Tenant-Purchased Utilities in accordance with federal regulations and HUD guidelines for each dwelling unit category and unit size by development. The study should use acceptable statistical models and methodology.
7. **Project must be completed within 90 days of contract execution.**
 - a. Deliverables: The Respondent shall provide the following project deliverables as part of the contract to be executed based on this solicitation:
 - i. Updated form HUD-52667 for Section 8 HCVP for the four building types identified or as determined by the Service Provider to be needed to comply with regulatory requirements.
 - ii. Updated Utility Rate Schedule(s) specific to each public housing development.
 - iii. Updated Utility Rate Schedule(s) specific to each multi-family development.
 - iv. Written documentation describing in detail the methodology used to establish the Utility Rate schedule, including assumptions about average consumption of each energy type, and basis for assumptions;
 - b. The Respondent shall collect and analyze adequate survey data to establish / update the allowance for Tenant-Purchased Utilities for each dwelling unit category and unit size by development. The study will use an acceptable statistical model and methodology.
 - c. Submit separate reports, with corresponding documentation for each schedule proposed. (i.e.: the number of different schedules determined necessary for the Section 8 Housing Choice, Voucher Program, and each public housing development).

Note: Specific forms may be required to be used for specific programs.

 - d. HUD Regulations: The Utility Rate schedules to be developed by the Respondent must be consistent with the HUD regulations regarding Utility Rates as applicable to the Section 8 Housing Choice Voucher Program. Public Housing (or Low Rent) Program



- e. It is the Respondent's responsibility to be knowledgeable of the federal regulations that pertain to establishing Utility Rate schedules for the above referenced programs and ensuring that the utility schedules proposed because of the contract fully comply with the applicable regulation.
- Current Utility Rate Schedules for HCV, Multifamily and Public Housing Programs.
- Summary list of Utility Service Providers by communities in Lee County
- Utility and Equipment Type Summary by Development

SECTION II: SUBMITTALS

Please Provide the following list of items with your proposal:

- a) Letter of Interest in which the firm agrees to be bound by the requirements of the HACFM request and the firm's response. A person authorized to bind the firm must sign this.
- b) Location of office that will be serving HACFM and its Affiliates.
- c) List all key members of your staff and their resumes.
- d) An outline of the firm understands of and approach to meeting the project goals and requirements of the project; be very specific and detailed.
- e) List of similar projects completed in the past 2 years.
- f) References.
- g) Projected Timeline
- h) Fee Schedule

Fee schedule for all services requested to include but not be limited to material, labor, equipment, and incidentals required for installation of a complete and operational system. Fee schedule to include transportation, onsite visits, visitation with staff, general & administrative cost. There shall be no hidden cost associated with this request.



i) **MBE and WBE Utilization in the Project**

Responders are advised to review in its entirety the MBE utilization requirements set forth in Section 3 above and in this Section before preparing and submitting their proposals. Proposals that do not address the MBE participation or waiver requirements set forth in this QUOTE may be deemed unacceptable.

Responders shall provide the information requested below, or if the Responder is unable to meet the MBE utilization goals in part or in whole, the Responder shall submit with its proposal, a request for a waiver in the manner described below:

Minimum Proposal Contents for MBE/WBE Utilization:

MBE/WBE Utilization Plan. The Responder shall provide its plan for achieving the twenty percent (20%) MBE utilization goal for the proposed contract (“**MBE Utilization Plan**”), which shall include, at a minimum, the following information:

The names, addresses, telephone numbers and contact person for each MBE/WBE that will be performing work on this project. **NOTE: WBE utilization, although encouraged by HACFM, will not be counted towards the MBE goals. Further review Section 3 to ensure that proposed MBE subconsultants will meet the standards necessary to be counted towards the MBE goals;**

A specific description of the work to be performed by each MBE/WBE and the proposed schedule for delivery of services;

The fee structure showing the dollar amount to be awarded to each MBE/WBE to be utilized, and the total value of each proposed MBE subcontract towards the twenty percent (20%) MBE utilization goal;

A letter of intent between the Responder and each MBE/WBE agreeing to enter into a contract in the event that the contract proposed hereunder is awarded to the Responder; and a current and valid MBE/WBE certification for each MBE/WBE to be utilized.

Request for Waiver: If the Responder is unable to meet all or part of the MBE utilization goal for the proposed contract for the grounds set forth in Section 3 above, the Responder may request a waiver of all or part of the MBE participation requirements by submitting a written request for a waiver with supporting documentary evidence, all of which must be submitted by the Responder with its proposal on or before the deadline for proposal submission. The documentary evidence must reasonably demonstrate that MBE participation was unable to be obtained or was unable to be obtained at a reasonable price, as discussed in Section 3 above. Such evidence shall include, at the least:



Correspondence, records, and other documents showing efforts made to contact and negotiate with MBEs;

A description of the specifications, plans, bonding requirements, anticipated schedule of delivery and other pertinent information provided by the Responder to MBEs;

A list of MBEs that responded to solicitations or inquiries by the Responder including contact information of each MBE and quotes or proposals submitted by MBEs;

A list of MBEs contacted by the Responder and found to be unavailable including addresses and phone numbers of each MBE and dates of each such contact; and

A list of MBE directories, trade associations, local minority assistance organizations, and Federal, State, and local government small business agencies contacted by the Responder for assistance in locating MBEs.

- j) **Section 3 Compliance Plan** - Provide a description of your strategy for complying with the Section 3 requirements (“**Section 3 Compliance Plan**”) Responders may comply with Section 3 by providing employment and/or training opportunities to residents of HACFM public housing and/or other low-income persons for the performance of this contract, subcontracting with resident-owned businesses and/or other Section 3 businesses, or a combination of employment, training and/or subcontracting as described above. This requirement applies to Section 3 and non-Section 3 businesses. Section 3 is a HUD requirement that cannot be waived by HACFM. Therefore, Responders are advised to review the following information in preparing and submitting their proposals:

If you plan to comply with Section 3 by providing employment and/or training opportunities to residents of HACFM public housing and/or other Section 3 persons, your Section 3 Compliance Plan must provide all information regarding any hiring/training you will be conducting including a description of the employment/training duties, work hours, and salaries. Responders are required to submit, with their proposals, their workforce requirements for carrying out the proposed contract regardless of whether additional hiring will be done. If additional hiring will not be done, the Responder must, to the greatest extent feasible and consistent with all applicable laws, provide training to Section 3 persons.

If you plan to meet Section 3 requirements by subcontracting with Section 3 businesses, your Section 3 Compliance Plan must provide the names, addresses and telephone numbers of all Section 3 businesses that will be performing work on this project. Provide a description of the work to be performed by such firms and a proposed percentage of the total contract dollar amount that will be awarded to each firm. You must include a



letter of intent between your firm and each Section 3 business with which you will subcontract if you are awarded the contract. It is the Responder's responsibility to provide proof that such firms meet the definition of Section 3 business concern as established by HUD. See 24 CFR Part 135.5 for definitions of Section 3 business concerns.

If you are claiming preference as a Section 3 business concern, your Section 3 Compliance Plan must include an explanation for your claim to be a Section 3 business concern along with proof of your firm's eligibility for preference as a Section 3 business concern. See 24 CFR Part 135.5 for definitions of Section 3 business concerns or contact HUD Fair Housing and Equal Opportunity for additional information (ref link below). Firms claiming eligibility for Section 3 preference must also submit a Section 3 compliance strategy.

https://www.hud.gov/program_offices/fair_housing_equal_opp

In the event that you determine that it is not feasible to comply with Section 3, you must state with specificity, in your Section 3 Compliance Plan, the reasons why you cannot comply with Section 3. Any Responder that has determined that it is not feasible to comply with Section 3 assumes the risk that its claim of non-feasibility will be deemed unacceptable by HACFM.

Sub-consultants that the firm proposes to use for any of the services must be identified and the work they are to perform.

k) Forms and documents required under Attachment A.

SECTION III: SELECTION

- a. Selection shall be made and determined by HACFM and its Affiliates based on Best Value for the project.
- b. HACFM reserves the right to ask questions of the proposers after the quote deadline.
- c. Other considerations may include but not be limited to reference checks, background license checks, credit and financial history investigations and other relevant information.
- d. There is no obligation on the part of the HACFM to select and award any submitting response or to any firm or individual submitting a response. **No work is guaranteed.**



SECTION IV: INSURANCE

Professional Liability:

Coverage shall include the following:

- a. A minimum combined single limit of \$1,000,000.
- b. Should the Professional Liability Insurance Policy issued pursuant to the above requirements and limits, or self-insurance program, provide an applicable deductible amount, or other exclusion or limitation, or sovereign immunity as to the amount of coverage to be provided within the minimum coverage limits set forth above, the HACFM shall hold the PROVIDER responsible and liable for any such difference in the amount of coverage provided by the insurance policy. In the event of any such deductible amount, exclusion or limitation or amount of sovereign immunity, the PROVIDER shall be required to provide written documentation that is acceptable to the HACFM establishing that the PROVIDER has the financial resources readily available to cover damages, injuries and/or losses which are not covered by the policies.

Special Provisions:

The certificate holder should read as follows:

The Housing Authority of the City of Fort Myers and its Affiliates
4224 Renaissance Preserve Way
Fort Myers, Florida 33916

No HACFM Division or individual name should appear on the certificate. No other format will be acceptable. The certificate must state the project number and name.

Current valid insurance policies meeting the requirements herein identified shall be in effect and maintained during the duration of the named project. Renewal certificates shall be sent to HACFM 10- days prior to any expiration date.

INDEMNIFICATION: The vendor shall hold harmless and defend The Housing Authority of the City of Fort Myers and its agents and employees from all suits and actions, including attorney's fees and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of this Service Provider work performed there under.



This provision shall also pertain to any claims brought against the Housing Authority of the City of Fort Myers by any employee of the named Service Provider and any of their sub consulting providers. or anyone directly or indirectly employed by any of them.

The vendor's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this contract or the contractor's limit of, or lack of, sufficient.



Attachment A

CHECK LIST FOR PROPOSAL SUBMISSION

Please read carefully, sign in the spaces indicated and return with your proposal.
The proposer should check off each of the following items as the necessary action is completed.

- a. Attachment A – Checklist
- b. Requirements for Submittal:
 - Proposed Fee Schedule and all other requirements identified in Section III.
- c. Fee Structure has been reviewed.
- d. Proposed Timeline
- e. 5369 A Representations, Certifications, and Other Statements of Bidders
- f. 5369 B Instruction to Offerors – Non-Construction
- g. 5369-C Certifications and Representations of Offerors – Non-Construction
- h. Disclosure of Lobbying Activities
- i. Non-Collusion Affidavit of Contractor
- j. Section 3 Policy and MBE
- k. 5370-C General Conditions – Non-Construction
- l. 50070 Drug Free Workplace
- m. Public Entity Crime Form
- n. 92010 HUD Equal Employment Opportunity Form

I acknowledge receipt of the following addenda, and the cost, if any, of such revisions has been included in the price of the proposal.

Addendum # _____	Date: _____	Addendum # _____	Date: _____
Addendum # _____	Date: _____	Addendum # _____	Date: _____

HACFM will receive electronic submissions of Proposals sent to Procurement@HACFM.org on or before the due date.

IMPORTANT: Please be sure to label the email Subject Line with the Quote Number and Name. The email date and time stamp shall serve as the official receipt and late submissions shall not be accepted. HACFM shall not be responsible or liable for any lost or misdirected responses. Submissions are the responsibility of the proposer.

The undersigned, herein referred to as the Proposer, has familiarized themselves with the QUOTE in its entirety and the local conditions under which the work is to be performed and is satisfied



with the conditions of delivery, handling and storage of equipment and all other matters which may be incidental to the work, before submitting a proposal.

The undersigned agrees, if this proposal is accepted, to furnish any and all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Proposal will be one hundred eighty (180) calendar days.

By submitting a proposal in response to this solicitation, the proposer certifies that at the time of submission, he/she is not on the Federal Government's or the State of Florida's list of suspended, ineligible, or debarred contractors.

In the event of placement on the list between the time of proposal submission and time of award, the proposer will notify the HACFM. Failure to do so may result in terminating this contract for default.

The undersigned affirms that they have read and do understand the specifications and any attachments contained in this QUOTE package.

By signing this document I, an authorized representative of the Proposer, certify that my company has not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a Proposal; that the Proposal we have submitted for this QUOTE has been independently arrived at without collusion with any other Proposer, competitor or potential competitor; that our Proposal has not been knowingly disclosed prior to the opening of Proposals to any other Proposer or competitor; that the above statement is accurate under penalty of perjury.

Failure to sign and return this form will result in the rejection of the entire proposal.

Company Name

Authorized Signature

Date



EXHIBIT A

LIST OF DEVELOPMENTS

SUMMARY OF THE UTILITY AND EQUIPMENT TYPES FOR EACH DEVELOPMENT

Housing Authority of the City fo Fort Myers Development Listing

4/25/2023 17:11

HACFM			AMP	ACC (Converntional Public Hsg)	Contract Based Section 8	Project Based Vouchers	Tax Credit (LIHTC)	Total Units	Investor	General Partner Ship	Total Subsidized Units
Units											
Renaissance Preserve Senior I	1	Senior	007	96	0	0	120	120	RBC	Yes	96
Renaissance Family II	2	Family	008	72	0	24	96	96		Yes	96
Renaissance Family III	3	Family	009	66	0	22	88	88	RBC	Yes	88
Renaissance Family IV	4	Family	011 & 013	66	0	22	88	88	RBC	Yes	88
Subtotal				300	0	68	392	392			368
HACFM Only • No Investor											
Southward Village	5	Family	001	195	0	0	0	200		No	200
Bonair	6	Senior	002	101	0	0	0	101		No	101
horizons	7	Family	010	170	0	0	0	170		No	170
Royal Palm Towers	8	Senior	004	101	0	0	0	101		No	101
Subtotal				567	0	0	0	572			572
Total				867	0	68	392	964			940

SWFLHM Units			AMP	ACC (Converntional Public Hsg)	Contract Based Section 8	Project Based Vouchers	Tax Credit (LIHTC)	Total Units	Investor	General Partner Ship	Total Subsidized Units
The Landings at East Pointe (Sabal Palm)	9	Family		0	126	0	126	126	Wells Fargo	Yes	126
East Pointe Place I (Palmetto Court)	10	Family	012	12	74	0	86	86	Wells Fargo	Yes	86
Subtotal				12	200	0	212	212			212
Covington Meadows	11	Family		0	16	0	0	16		No	16
Coconut Cove	12	Senior		0	12	0	0	12		No	12
Broadway	13	Senior		0	40	0	0	40		No	40
Stella	14	Senior		0	14	0	0	14		No	14
Swanson Loop	15	Senior		0	50	0	0	60		No	60
Total N5P				0	132	0	0	142			142
Current Inventory				12	332	0	212	354			354
East Point Place II	16	Senior		0	0	0	90	90		Yes	0
New Inventory				0	0	0	90	90			0
Total				879	332	68	694	1408			1294



EXHIBIT B

TYPE OF BUILDINGS AT EACH LOCATION

(I.E., BEDROOM SIZE, NUMBER OF UNITS PER BUILDING, ETC.)

Utility Allowance Schedule

See Public Reporting and Instructions on back.

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

OMB Approval
No. 25577-0169
exp.7/31/2022

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

Date (mm/dd/yyyy):

Locality: **Housing Authority of the City of Fort Myers, FL**

Unit Type: **High-Rise/Low-Rise/Townhouse/Garden Apartment**

Utility or Service: **Lee County**

0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Monthly Dollar Allowances					

Heating

a. Natural Gas (avg)	\$15.00	\$17.00	\$17.00	\$19.00	\$19.00	\$19.00
b. Bottle Gas/Propane	\$43.00	\$48.00	\$48.00	\$53.00	\$53.00	\$53.00
c. Electric (avg)	\$6.00	\$7.00	\$8.00	\$8.00	\$9.00	\$9.00
d. Electric Heat Pump (avg)	\$5.00	\$6.00	\$7.00	\$8.00	\$9.00	\$10.00
e. Oil						

Cooking

a. Natural Gas (avg)	\$6.00	\$6.00	\$9.00	\$11.00	\$15.00	\$17.00
b. Bottle Gas/Propane	\$14.00	\$14.00	\$24.00	\$34.00	\$43.00	\$48.00
c. Electric (avg)	\$6.00	\$7.00	\$10.00	\$13.00	\$16.00	\$19.00

Other Electric & Cooling

Other Electric (Lights & Appliances) (avg)	\$21.00	\$25.00	\$35.00	\$45.00	\$55.00	\$64.00
Air Conditioning (avg)	\$22.00	\$26.00	\$36.00	\$46.00	\$56.00	\$66.00

Water Heating

a. Natural Gas (avg)	\$11.00	\$13.00	\$19.00	\$25.00	\$28.00	\$34.00
b. Bottle Gas/Propane	\$34.00	\$38.00	\$53.00	\$67.00	\$77.00	\$96.00
c. Electric (avg)	\$12.00	\$14.00	\$18.00	\$22.00	\$26.00	\$30.00
d. Oil						

Water, Sewer, Trash Collection

Water (avg)	\$28.00	\$29.00	\$36.00	\$45.00	\$54.00	\$63.00
Sewer (avg)	\$50.00	\$51.00	\$64.00	\$78.00	\$91.00	\$102.00
Trash Collection	N/A	N/A	N/A	N/A	N/A	N/A

Tenant-supplied Appliances

Range / Microwave Tenant-supplied	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
Refrigerator Tenant-supplied	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00

Other--specify: Monthly Charges

Electric Charge \$13.83 (avg)	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00
Natural Gas Charge \$14.69 (avg)	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00

Actual Family Allowances

To be used by the family to compute allowance. Complete below for the actual unit rented.

Name of Family

Address of Unit

Number of Bedrooms

Utility or Service	per month cost
Heating	\$
Cooking	\$
Other Electric	\$
Air Conditioning	\$
Water Heating	\$
Water	\$
Sewer	\$
Trash Collection	\$
Range / Microwave	\$
Refrigerator	\$
Other	\$
Other	\$
Total	\$

Utility Allowance Schedule

See Public Reporting and Instructions on back.

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

OMB Approval
No. 25577-0169
exp.7/31/2022

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

Date (mm/dd/yyyy):

Locality: **Housing Authority of the City of Fort Myers, FL**

Unit Type: **Duplex**

Utility or Service: **Lee County**

0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Monthly Dollar Allowances					

Heating

a. Natural Gas (avg)	\$23.00	\$27.00	\$27.00	\$27.00	\$27.00	\$28.00
b. Bottle Gas/Propane	\$62.00	\$72.00	\$72.00	\$72.00	\$72.00	\$77.00
c. Electric (avg)	\$10.00	\$11.00	\$12.00	\$12.00	\$13.00	\$14.00
d. Electric Heat Pump (avg)	\$6.00	\$7.00	\$9.00	\$10.00	\$11.00	\$12.00
e. Oil						

Cooking

a. Natural Gas (avg)	\$6.00	\$6.00	\$9.00	\$11.00	\$15.00	\$17.00
b. Bottle Gas/Propane	\$14.00	\$14.00	\$24.00	\$34.00	\$43.00	\$48.00
c. Electric (avg)	\$6.00	\$7.00	\$10.00	\$13.00	\$16.00	\$19.00

Other Electric & Cooling

Other Electric (Lights & Appliances) (avg)	\$27.00	\$32.00	\$44.00	\$56.00	\$69.00	\$82.00
Air Conditioning (avg)	\$22.00	\$25.00	\$43.00	\$62.00	\$80.00	\$99.00

Water Heating

a. Natural Gas (avg)	\$13.00	\$15.00	\$23.00	\$30.00	\$36.00	\$44.00
b. Bottle Gas/Propane	\$38.00	\$43.00	\$62.00	\$81.00	\$100.00	\$120.00
c. Electric (avg)	\$15.00	\$18.00	\$23.00	\$28.00	\$33.00	\$38.00
d. Oil						

Water, Sewer, Trash Collection

Water (avg)	\$28.00	\$29.00	\$36.00	\$45.00	\$54.00	\$63.00
Sewer (avg)	\$50.00	\$51.00	\$64.00	\$78.00	\$91.00	\$102.00
Trash Collection	N/A	N/A	N/A	N/A	N/A	N/A

Tenant-supplied Appliances

Range / Microwave Tenant-supplied	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
Refrigerator Tenant-supplied	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00

Other--specify: Monthly Charges

Electric Charge \$13.83 (avg)	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00
Natural Gas Charge \$14.69 (avg)	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00

Actual Family Allowances

To be used by the family to compute allowance. Complete below for the actual unit rented.

Name of Family

Address of Unit

Number of Bedrooms

Utility or Service	per month cost
Heating	\$
Cooking	\$
Other Electric	\$
Air Conditioning	\$
Water Heating	\$
Water	\$
Sewer	\$
Trash Collection	\$
Range / Microwave	\$
Refrigerator	\$
Other	\$
Other	\$
Total	\$

Utility Allowance Schedule

See Public Reporting and Instructions on back.

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

OMB Approval
No. 25577-0169
exp.7/31/2022

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

Date (mm/dd/yyyy):

Locality: **Housing Authority of the City of Fort Myers, FL** Unit Type: **Single-Family (Detached House)**

Utility or Service: Lee County	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
	Monthly Dollar Allowances					

Heating

a. Natural Gas (avg)	\$21.00	\$25.00	\$25.00	\$27.00	\$27.00	\$27.00
b. Bottle Gas/Propane	\$57.00	\$67.00	\$67.00	\$72.00	\$72.00	\$72.00
c. Electric (avg)	\$10.00	\$11.00	\$12.00	\$12.00	\$13.00	\$13.00
d. Electric Heat Pump (avg)	\$7.00	\$9.00	\$10.00	\$12.00	\$13.00	\$14.00
e. Oil						

Cooking

a. Natural Gas (avg)	\$6.00	\$6.00	\$9.00	\$11.00	\$15.00	\$17.00
b. Bottle Gas/Propane	\$14.00	\$14.00	\$24.00	\$34.00	\$43.00	\$48.00
c. Electric (avg)	\$6.00	\$7.00	\$10.00	\$13.00	\$16.00	\$19.00

Other Electric & Cooling

Other Electric (Lights & Appliances) (avg)	\$31.00	\$37.00	\$51.00	\$66.00	\$81.00	\$96.00
Air Conditioning (avg)	\$17.00	\$20.00	\$45.00	\$70.00	\$96.00	\$122.00

Water Heating

a. Natural Gas (avg)	\$13.00	\$15.00	\$23.00	\$30.00	\$36.00	\$44.00
b. Bottle Gas/Propane	\$38.00	\$43.00	\$62.00	\$81.00	\$100.00	\$120.00
c. Electric (avg)	\$15.00	\$18.00	\$23.00	\$28.00	\$33.00	\$38.00
d. Oil						

Water, Sewer, Trash Collection

Water (avg)	\$28.00	\$29.00	\$36.00	\$45.00	\$54.00	\$63.00
Sewer (avg)	\$50.00	\$51.00	\$64.00	\$78.00	\$91.00	\$102.00
Trash Collection	N/A	N/A	N/A	N/A	N/A	N/A

Tenant-supplied Appliances

Range / Microwave Tenant-supplied	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
Refrigerator Tenant-supplied	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00

Other--specify: Monthly Charges

Electric Charge \$13.83 (avg)	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00
Natural Gas Charge \$14.69 (avg)	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00

Actual Family Allowances

Actual Family Allowances		Utility or Service	per month cost
To be used by the family to compute allowance. Complete below for the actual unit rented.		Heating	\$
Name of Family		Cooking	\$
Address of Unit		Other Electric	\$
		Air Conditioning	\$
Number of Bedrooms		Water Heating	\$
		Water	\$
		Sewer	\$
		Trash Collection	\$
		Range / Microwave	\$
		Refrigerator	\$
		Other	\$
		Other	\$
		Total	\$

Utility Allowance Schedule

See Public Reporting and Instructions on back.

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

OMB Approval
No. 25577-0169
exp.7/31/2022

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

Date (mm/dd/yyyy):

Locality: **Housing Authority of the City of Fort Myers, FL**

Unit Type: **Mobile Home**

Utility or Service: **Lee County**

0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Monthly Dollar Allowances					

Heating

a. Natural Gas (avg)	\$17.00	\$21.00	\$21.00	\$23.00	\$23.00	\$23.00
b. Bottle Gas/Propane	\$48.00	\$57.00	\$57.00	\$62.00	\$62.00	\$62.00
c. Electric (avg)	\$11.00	\$13.00	\$13.00	\$14.00	\$14.00	\$14.00
d. Electric Heat Pump (avg)	\$6.00	\$7.00	\$9.00	\$10.00	\$11.00	\$12.00
e. Oil						

Cooking

a. Natural Gas (avg)	\$6.00	\$6.00	\$9.00	\$11.00	\$15.00	\$17.00
b. Bottle Gas/Propane	\$14.00	\$14.00	\$24.00	\$34.00	\$43.00	\$48.00
c. Electric (avg)	\$6.00	\$7.00	\$10.00	\$13.00	\$16.00	\$19.00

Other Electric & Cooling

Other Electric (Lights & Appliances) (avg)	\$31.00	\$37.00	\$51.00	\$66.00	\$81.00	\$96.00
Air Conditioning (avg)	\$21.00	\$24.00	\$42.00	\$59.00	\$76.00	\$94.00

Water Heating

a. Natural Gas (avg)	\$13.00	\$15.00	\$23.00	\$30.00	\$36.00	\$44.00
b. Bottle Gas/Propane	\$38.00	\$43.00	\$62.00	\$81.00	\$100.00	\$120.00
c. Electric (avg)	\$15.00	\$18.00	\$23.00	\$28.00	\$33.00	\$38.00
d. Oil						

Water, Sewer, Trash Collection

Water (avg)	\$28.00	\$29.00	\$36.00	\$45.00	\$54.00	\$63.00
Sewer (avg)	\$50.00	\$51.00	\$64.00	\$78.00	\$91.00	\$102.00
Trash Collection	N/A	N/A	N/A	N/A	N/A	N/A

Tenant-supplied Appliances

Range / Microwave Tenant-supplied	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
Refrigerator Tenant-supplied	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00

Other--specify: Monthly Charges

Electric Charge \$13.83 (avg)	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00
Natural Gas Charge \$14.69 (avg)	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00

Actual Family Allowances

To be used by the family to compute allowance. Complete below for the actual unit rented.

Name of Family

Address of Unit

Number of Bedrooms

Utility or Service	per month cost
Heating	\$
Cooking	\$
Other Electric	\$
Air Conditioning	\$
Water Heating	\$
Water	\$
Sewer	\$
Trash Collection	\$
Range / Microwave	\$
Refrigerator	\$
Other	\$
Other	\$
Total	\$

Utility Allowance Schedule

See Public Reporting and Instructions on back.

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

OMB Approval
No. 25577-0169
exp.7/31/2022

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

Date (mm/dd/yyyy):

Locality: **Housing Authority of the City of Fort Myers, FL**

Unit Type: **High-Rise/Low-Rise/Townhouse/Garden Apartment**

Utility or Service: **Highlands County**

0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Monthly Dollar Allowances					

Heating

a. Natural Gas	\$19.00	\$21.00	\$21.00	\$23.00	\$23.00	\$23.00
b. Bottle Gas/Propane	\$43.00	\$48.00	\$48.00	\$53.00	\$53.00	\$53.00
c. Electric (avg)	\$6.00	\$7.00	\$7.00	\$8.00	\$8.00	\$9.00
d. Electric Heat Pump (avg)	\$5.00	\$6.00	\$7.00	\$8.00	\$8.00	\$9.00
e. Oil						

Cooking

a. Natural Gas	\$7.00	\$7.00	\$12.00	\$14.00	\$19.00	\$21.00
b. Bottle Gas/Propane	\$14.00	\$14.00	\$24.00	\$34.00	\$43.00	\$48.00
c. Electric (avg)	\$5.00	\$6.00	\$9.00	\$12.00	\$15.00	\$18.00

Other Electric & Cooling

Other Electric (Lights & Appliances) (avg)	\$20.00	\$24.00	\$33.00	\$43.00	\$52.00	\$61.00
Air Conditioning (avg)	\$21.00	\$25.00	\$34.00	\$44.00	\$53.00	\$63.00

Water Heating

a. Natural Gas	\$14.00	\$16.00	\$23.00	\$30.00	\$35.00	\$42.00
b. Bottle Gas/Propane	\$34.00	\$38.00	\$53.00	\$67.00	\$77.00	\$96.00
c. Electric (avg)	\$12.00	\$14.00	\$17.00	\$21.00	\$25.00	\$29.00
d. Oil						

Water, Sewer, Trash Collection

Water (avg)	\$18.00	\$18.00	\$22.00	\$27.00	\$32.00	\$37.00
Sewer (avg)	\$34.00	\$34.00	\$36.00	\$38.00	\$41.00	\$43.00
Trash Collection (City of Avon Park)	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00

Tenant-supplied Appliances

Range / Microwave Tenant-supplied	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
Refrigerator Tenant-supplied	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00

Other--specify: Monthly Charges

Electric Charge \$24.92 (avg)	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
Natural Gas Charge \$13.50	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00

Actual Family Allowances

To be used by the family to compute allowance. Complete below for the actual unit rented.

Name of Family

Address of Unit

Number of Bedrooms

Utility or Service	per month cost
Heating	\$
Cooking	\$
Other Electric	\$
Air Conditioning	\$
Water Heating	\$
Water	\$
Sewer	\$
Trash Collection	\$
Range / Microwave	\$
Refrigerator	\$
Other	\$
Other	\$
Total	\$

Utility Allowance Schedule

See Public Reporting and Instructions on back.

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

OMB Approval
No. 25577-0169
exp.7/31/2022

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

Date (mm/dd/yyyy):

Locality: **Housing Authority of the City of Fort Myers, FL**

Unit Type: **Duplex**

Utility or Service: **Highlands County**

0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
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Monthly Dollar Allowances

Heating

a. Natural Gas	\$28.00	\$33.00	\$33.00	\$33.00	\$33.00	\$35.00
b. Bottle Gas/Propane	\$62.00	\$72.00	\$72.00	\$72.00	\$72.00	\$77.00
c. Electric (avg)	\$9.00	\$10.00	\$11.00	\$12.00	\$12.00	\$13.00
d. Electric Heat Pump (avg)	\$6.00	\$7.00	\$8.00	\$9.00	\$10.00	\$11.00
e. Oil						

Cooking

a. Natural Gas	\$7.00	\$7.00	\$12.00	\$14.00	\$19.00	\$21.00
b. Bottle Gas/Propane	\$14.00	\$14.00	\$24.00	\$34.00	\$43.00	\$48.00
c. Electric (avg)	\$5.00	\$6.00	\$9.00	\$12.00	\$15.00	\$18.00

Other Electric & Cooling

Other Electric (Lights & Appliances) (avg)	\$26.00	\$30.00	\$42.00	\$54.00	\$65.00	\$77.00
Air Conditioning (avg)	\$21.00	\$24.00	\$42.00	\$59.00	\$76.00	\$94.00

Water Heating

a. Natural Gas	\$16.00	\$19.00	\$28.00	\$37.00	\$44.00	\$54.00
b. Bottle Gas/Propane	\$38.00	\$43.00	\$62.00	\$81.00	\$100.00	\$120.00
c. Electric (avg)	\$14.00	\$17.00	\$22.00	\$26.00	\$31.00	\$36.00
d. Oil						

Water, Sewer, Trash Collection

Water (avg)	\$18.00	\$18.00	\$22.00	\$27.00	\$32.00	\$37.00
Sewer (avg)	\$34.00	\$34.00	\$36.00	\$38.00	\$41.00	\$43.00
Trash Collection (City of Avon Park)	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00

Tenant-supplied Appliances

Range / Microwave Tenant-supplied	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
Refrigerator Tenant-supplied	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00

Other--specify: Monthly Charges

Electric Charge \$24.92 (avg)	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
Natural Gas Charge \$13.50	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00

Actual Family Allowances

To be used by the family to compute allowance. Complete below for the actual unit rented.

Name of Family

Address of Unit

Number of Bedrooms

Utility or Service	per month cost
Heating	\$
Cooking	\$
Other Electric	\$
Air Conditioning	\$
Water Heating	\$
Water	\$
Sewer	\$
Trash Collection	\$
Range / Microwave	\$
Refrigerator	\$
Other	\$
Other	\$
Total	\$

Utility Allowance Schedule

See Public Reporting and Instructions on back.

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

OMB Approval
No. 25577-0169
exp.7/31/2022

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

Date (mm/dd/yyyy):

Locality: **Housing Authority of the City of Fort Myers, FL**

Unit Type: **Single-Family (Detached House)**

Utility or Service: **Highlands County**

0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Monthly Dollar Allowances					

Heating

a. Natural Gas	\$26.00	\$30.00	\$30.00	\$33.00	\$33.00	\$33.00
b. Bottle Gas/Propane	\$57.00	\$67.00	\$67.00	\$72.00	\$72.00	\$72.00
c. Electric (avg)	\$9.00	\$10.00	\$11.00	\$11.00	\$12.00	\$12.00
d. Electric Heat Pump (avg)	\$7.00	\$8.00	\$10.00	\$11.00	\$12.00	\$13.00
e. Oil						

Cooking

a. Natural Gas	\$7.00	\$7.00	\$12.00	\$14.00	\$19.00	\$21.00
b. Bottle Gas/Propane	\$14.00	\$14.00	\$24.00	\$34.00	\$43.00	\$48.00
c. Electric (avg)	\$5.00	\$6.00	\$9.00	\$12.00	\$15.00	\$18.00

Other Electric & Cooling

Other Electric (Lights & Appliances) (avg)	\$30.00	\$35.00	\$49.00	\$62.00	\$76.00	\$90.00
Air Conditioning (avg)	\$16.00	\$19.00	\$43.00	\$67.00	\$91.00	\$115.00

Water Heating

a. Natural Gas	\$16.00	\$19.00	\$28.00	\$37.00	\$44.00	\$54.00
b. Bottle Gas/Propane	\$38.00	\$43.00	\$62.00	\$81.00	\$100.00	\$120.00
c. Electric (avg)	\$14.00	\$17.00	\$22.00	\$26.00	\$31.00	\$36.00
d. Oil						

Water, Sewer, Trash Collection

Water (avg)	\$18.00	\$18.00	\$22.00	\$27.00	\$32.00	\$37.00
Sewer (avg)	\$34.00	\$34.00	\$36.00	\$38.00	\$41.00	\$43.00
Trash Collection (City of Avon Park)	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00

Tenant-supplied Appliances

Range / Microwave Tenant-supplied	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
Refrigerator Tenant-supplied	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00

Other--specify: Monthly Charges

Electric Charge \$24.92 (avg)	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
Natural Gas Charge \$13.50	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00

Actual Family Allowances

To be used by the family to compute allowance. Complete below for the actual unit rented.

Name of Family

Address of Unit

Number of Bedrooms

Utility or Service	per month cost
Heating	\$
Cooking	\$
Other Electric	\$
Air Conditioning	\$
Water Heating	\$
Water	\$
Sewer	\$
Trash Collection	\$
Range / Microwave	\$
Refrigerator	\$
Other	\$
Other	\$
Total	\$

Utility Allowance Schedule

See Public Reporting and Instructions on back.

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

OMB Approval
No. 25577-0169
exp.7/31/2022

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

Date (mm/dd/yyyy):

Locality: **Housing Authority of the City of Fort Myers, FL**

Unit Type: **Mobile Home**

Utility or Service: **Highlands County**

0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
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Monthly Dollar Allowances

Heating

a. Natural Gas	\$21.00	\$26.00	\$26.00	\$28.00	\$28.00	\$28.00
b. Bottle Gas/Propane	\$48.00	\$57.00	\$57.00	\$62.00	\$62.00	\$62.00
c. Electric (avg)	\$11.00	\$12.00	\$12.00	\$13.00	\$13.00	\$13.00
d. Electric Heat Pump (avg)	\$6.00	\$7.00	\$8.00	\$9.00	\$10.00	\$11.00
e. Oil						

Cooking

a. Natural Gas	\$7.00	\$7.00	\$12.00	\$14.00	\$19.00	\$21.00
b. Bottle Gas/Propane	\$14.00	\$14.00	\$24.00	\$34.00	\$43.00	\$48.00
c. Electric (avg)	\$5.00	\$6.00	\$9.00	\$12.00	\$15.00	\$18.00

Other Electric & Cooling

Other Electric (Lights & Appliances) (avg)	\$30.00	\$35.00	\$49.00	\$62.00	\$76.00	\$90.00
Air Conditioning (avg)	\$20.00	\$23.00	\$40.00	\$56.00	\$73.00	\$89.00

Water Heating

a. Natural Gas	\$16.00	\$19.00	\$28.00	\$37.00	\$44.00	\$54.00
b. Bottle Gas/Propane	\$38.00	\$43.00	\$62.00	\$81.00	\$100.00	\$120.00
c. Electric (avg)	\$14.00	\$17.00	\$22.00	\$26.00	\$31.00	\$36.00
d. Oil						

Water, Sewer, Trash Collection

Water (avg)	\$18.00	\$18.00	\$22.00	\$27.00	\$32.00	\$37.00
Sewer (avg)	\$34.00	\$34.00	\$36.00	\$38.00	\$41.00	\$43.00
Trash Collection (City of Avon Park)	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00

Tenant-supplied Appliances

Range / Microwave Tenant-supplied	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
Refrigerator Tenant-supplied	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00

Other--specify: Monthly Charges

Electric Charge \$24.92 (avg)	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
Natural Gas Charge \$13.50	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00

Actual Family Allowances

To be used by the family to compute allowance. Complete below for the actual unit rented.

Name of Family

Address of Unit

Number of Bedrooms

Utility or Service	per month cost
Heating	\$
Cooking	\$
Other Electric	\$
Air Conditioning	\$
Water Heating	\$
Water	\$
Sewer	\$
Trash Collection	\$
Range / Microwave	\$
Refrigerator	\$
Other	\$
Other	\$
Total	\$

Utility Allowance Schedule

See Public Reporting and Instructions on back.

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

OMB Approval
No. 25577-0169
exp.7/31/2022

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

Date (mm/dd/yyyy):

Locality: **Housing Authority of the City of Fort Myers, FL**

Unit Type: **High-Rise/Low-Rise/Townhouse/Garden Apartment**

Utility or Service: **Hendry & Glades County**

0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Monthly Dollar Allowances					

Heating

a. Natural Gas	\$19.00	\$21.00	\$21.00	\$23.00	\$23.00	\$23.00
b. Bottle Gas/Propane	\$43.00	\$48.00	\$48.00	\$53.00	\$53.00	\$53.00
c. Electric (avg)	\$6.00	\$7.00	\$7.00	\$8.00	\$8.00	\$9.00
d. Electric Heat Pump (avg)	\$5.00	\$6.00	\$7.00	\$8.00	\$8.00	\$9.00
e. Oil						

Cooking

a. Natural Gas	\$7.00	\$7.00	\$12.00	\$14.00	\$19.00	\$21.00
b. Bottle Gas/Propane	\$14.00	\$14.00	\$24.00	\$34.00	\$43.00	\$48.00
c. Electric (avg)	\$5.00	\$6.00	\$9.00	\$12.00	\$15.00	\$18.00

Other Electric & Cooling

Other Electric (Lights & Appliances) (avg)	\$20.00	\$24.00	\$33.00	\$43.00	\$52.00	\$61.00
Air Conditioning (avg)	\$21.00	\$25.00	\$34.00	\$44.00	\$53.00	\$63.00

Water Heating

a. Natural Gas	\$14.00	\$16.00	\$23.00	\$30.00	\$35.00	\$42.00
b. Bottle Gas/Propane	\$34.00	\$38.00	\$53.00	\$67.00	\$77.00	\$96.00
c. Electric (avg)	\$12.00	\$14.00	\$17.00	\$21.00	\$25.00	\$29.00
d. Oil						

Water, Sewer, Trash Collection

Water (avg)	\$40.00	\$40.00	\$48.00	\$55.00	\$63.00	\$71.00
Sewer	\$31.00	\$31.00	\$35.00	\$38.00	\$42.00	\$45.00
Trash Collection	N/A	N/A	N/A	N/A	N/A	N/A

Tenant-supplied Appliances

Range / Microwave Tenant-supplied	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
Refrigerator Tenant-supplied	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00

Other--specify: Monthly Charges

Electric Charge \$24.92 (avg)	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
Natural Gas Charge \$13.50	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00

Actual Family Allowances

To be used by the family to compute allowance. Complete below for the actual unit rented.

Name of Family

Address of Unit

Number of Bedrooms

Utility or Service	per month cost
Heating	\$
Cooking	\$
Other Electric	\$
Air Conditioning	\$
Water Heating	\$
Water	\$
Sewer	\$
Trash Collection	\$
Range / Microwave	\$
Refrigerator	\$
Other	\$
Other	\$
Total	\$

Utility Allowance Schedule

See Public Reporting and Instructions on back.

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

OMB Approval
No. 25577-0169
exp.7/31/2022

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

Date (mm/dd/yyyy):

Locality: **Housing Authority of the City of Fort Myers, FL**

Unit Type: **Duplex**

Utility or Service: **Hendry & Glades County**

0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Monthly Dollar Allowances					

Heating

a. Natural Gas	\$28.00	\$33.00	\$33.00	\$33.00	\$33.00	\$35.00
b. Bottle Gas/Propane	\$62.00	\$72.00	\$72.00	\$72.00	\$72.00	\$77.00
c. Electric (avg)	\$9.00	\$10.00	\$11.00	\$12.00	\$12.00	\$13.00
d. Electric Heat Pump (avg)	\$6.00	\$7.00	\$8.00	\$9.00	\$10.00	\$11.00
e. Oil						

Cooking

a. Natural Gas	\$7.00	\$7.00	\$12.00	\$14.00	\$19.00	\$21.00
b. Bottle Gas/Propane	\$14.00	\$14.00	\$24.00	\$34.00	\$43.00	\$48.00
c. Electric (avg)	\$5.00	\$6.00	\$9.00	\$12.00	\$15.00	\$18.00

Other Electric & Cooling

Other Electric (Lights & Appliances) (avg)	\$26.00	\$30.00	\$42.00	\$54.00	\$65.00	\$77.00
Air Conditioning (avg)	\$21.00	\$24.00	\$42.00	\$59.00	\$76.00	\$94.00

Water Heating

a. Natural Gas	\$16.00	\$19.00	\$28.00	\$37.00	\$44.00	\$54.00
b. Bottle Gas/Propane	\$38.00	\$43.00	\$62.00	\$81.00	\$100.00	\$120.00
c. Electric (avg)	\$14.00	\$17.00	\$22.00	\$26.00	\$31.00	\$36.00
d. Oil						

Water, Sewer, Trash Collection

Water (avg)	\$40.00	\$40.00	\$48.00	\$55.00	\$63.00	\$71.00
Sewer	\$31.00	\$31.00	\$35.00	\$38.00	\$42.00	\$45.00
Trash Collection	N/A	N/A	N/A	N/A	N/A	N/A

Tenant-supplied Appliances

Range / Microwave Tenant-supplied	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
Refrigerator Tenant-supplied	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00

Other--specify: Monthly Charges

Electric Charge \$24.92 (avg)	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
Natural Gas Charge \$13.50	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00

Actual Family Allowances

To be used by the family to compute allowance. Complete below for the actual unit rented.

Name of Family

Address of Unit

Number of Bedrooms

Utility or Service	per month cost
Heating	\$
Cooking	\$
Other Electric	\$
Air Conditioning	\$
Water Heating	\$
Water	\$
Sewer	\$
Trash Collection	\$
Range / Microwave	\$
Refrigerator	\$
Other	\$
Other	\$
Total	\$

Utility Allowance Schedule

See Public Reporting and Instructions on back.

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

OMB Approval
No. 25577-0169
exp.7/31/2022

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

Date (mm/dd/yyyy):

Locality: **Housing Authority of the City of Fort Myers, FL**

Unit Type: **Single-Family (Detached House)**

Utility or Service: **Hendry & Glades County**

0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Monthly Dollar Allowances					

Heating

a. Natural Gas	\$26.00	\$30.00	\$30.00	\$33.00	\$33.00	\$33.00
b. Bottle Gas/Propane	\$57.00	\$67.00	\$67.00	\$72.00	\$72.00	\$72.00
c. Electric (avg)	\$9.00	\$10.00	\$11.00	\$11.00	\$12.00	\$12.00
d. Electric Heat Pump (avg)	\$7.00	\$8.00	\$10.00	\$11.00	\$12.00	\$13.00
e. Oil						

Cooking

a. Natural Gas	\$7.00	\$7.00	\$12.00	\$14.00	\$19.00	\$21.00
b. Bottle Gas/Propane	\$14.00	\$14.00	\$24.00	\$34.00	\$43.00	\$48.00
c. Electric (avg)	\$5.00	\$6.00	\$9.00	\$12.00	\$15.00	\$18.00

Other Electric & Cooling

Other Electric (Lights & Appliances) (avg)	\$30.00	\$35.00	\$49.00	\$62.00	\$76.00	\$90.00
Air Conditioning (avg)	\$16.00	\$19.00	\$43.00	\$67.00	\$91.00	\$115.00

Water Heating

a. Natural Gas	\$16.00	\$19.00	\$28.00	\$37.00	\$44.00	\$54.00
b. Bottle Gas/Propane	\$38.00	\$43.00	\$62.00	\$81.00	\$100.00	\$120.00
c. Electric (avg)	\$14.00	\$17.00	\$22.00	\$26.00	\$31.00	\$36.00
d. Oil						

Water, Sewer, Trash Collection

Water (avg)	\$40.00	\$40.00	\$48.00	\$55.00	\$63.00	\$71.00
Sewer	\$31.00	\$31.00	\$35.00	\$38.00	\$42.00	\$45.00
Trash Collection	N/A	N/A	N/A	N/A	N/A	N/A

Tenant-supplied Appliances

Range / Microwave Tenant-supplied	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
Refrigerator Tenant-supplied	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00

Other--specify: Monthly Charges

Electric Charge \$24.92 (avg)	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
Natural Gas Charge \$13.50	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00

Actual Family Allowances

To be used by the family to compute allowance. Complete below for the actual unit rented.

Name of Family

Address of Unit

Number of Bedrooms

Utility or Service	per month cost
Heating	\$
Cooking	\$
Other Electric	\$
Air Conditioning	\$
Water Heating	\$
Water	\$
Sewer	\$
Trash Collection	\$
Range / Microwave	\$
Refrigerator	\$
Other	\$
Other	\$
Total	\$

Utility Allowance Schedule

See Public Reporting and Instructions on back.

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

OMB Approval
No. 25577-0169
exp.7/31/2022

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

Date (mm/dd/yyyy):

Locality: **Housing Authority of the City of Fort Myers, FL**

Unit Type: **Mobile Home**

Utility or Service: **Hendry & Glades County**

0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Monthly Dollar Allowances					

Heating

a. Natural Gas	\$21.00	\$26.00	\$26.00	\$28.00	\$28.00	\$28.00
b. Bottle Gas/Propane	\$48.00	\$57.00	\$57.00	\$62.00	\$62.00	\$62.00
c. Electric (avg)	\$11.00	\$12.00	\$12.00	\$13.00	\$13.00	\$13.00
d. Electric Heat Pump (avg)	\$6.00	\$7.00	\$8.00	\$9.00	\$10.00	\$11.00
e. Oil						

Cooking

a. Natural Gas	\$7.00	\$7.00	\$12.00	\$14.00	\$19.00	\$21.00
b. Bottle Gas/Propane	\$14.00	\$14.00	\$24.00	\$34.00	\$43.00	\$48.00
c. Electric (avg)	\$5.00	\$6.00	\$9.00	\$12.00	\$15.00	\$18.00

Other Electric & Cooling

Other Electric (Lights & Appliances) (avg)	\$30.00	\$35.00	\$49.00	\$62.00	\$76.00	\$90.00
Air Conditioning (avg)	\$20.00	\$23.00	\$40.00	\$56.00	\$73.00	\$89.00

Water Heating

a. Natural Gas	\$16.00	\$19.00	\$28.00	\$37.00	\$44.00	\$54.00
b. Bottle Gas/Propane	\$38.00	\$43.00	\$62.00	\$81.00	\$100.00	\$120.00
c. Electric (avg)	\$14.00	\$17.00	\$22.00	\$26.00	\$31.00	\$36.00
d. Oil						

Water, Sewer, Trash Collection

Water (avg)	\$40.00	\$40.00	\$48.00	\$55.00	\$63.00	\$71.00
Sewer	\$31.00	\$31.00	\$35.00	\$38.00	\$42.00	\$45.00
Trash Collection	N/A	N/A	N/A	N/A	N/A	N/A

Tenant-supplied Appliances

Range / Microwave Tenant-supplied	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
Refrigerator Tenant-supplied	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00

Other--specify: Monthly Charges

Electric Charge \$24.92 (avg)	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
Natural Gas Charge \$13.50	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00

Actual Family Allowances

To be used by the family to compute allowance. Complete below for the actual unit rented.

Name of Family

Address of Unit

Number of Bedrooms

Utility or Service	per month cost
Heating	\$
Cooking	\$
Other Electric	\$
Air Conditioning	\$
Water Heating	\$
Water	\$
Sewer	\$
Trash Collection	\$
Range / Microwave	\$
Refrigerator	\$
Other	\$
Other	\$
Total	\$

Utility Allowance Schedule

See Public Reporting and Instructions on back.

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

OMB Approval
No. 25577-0169
exp.7/31/2022

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

Date (mm/dd/yyyy):

Locality: **Housing Authority of the City of Fort Myers, FL**

Unit Type: **High-Rise/Low-Rise/Townhouse/Garden Apartment**

Utility or Service: **Okeechobee County**

0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Monthly Dollar Allowances					

Heating

a. Natural Gas	\$19.00	\$21.00	\$21.00	\$23.00	\$23.00	\$23.00
b. Bottle Gas/Propane	\$43.00	\$48.00	\$48.00	\$53.00	\$53.00	\$53.00
c. Electric	\$6.00	\$6.00	\$7.00	\$7.00	\$8.00	\$8.00
d. Electric Heat Pump	\$5.00	\$5.00	\$6.00	\$7.00	\$8.00	\$9.00
e. Oil						

Cooking

a. Natural Gas	\$7.00	\$7.00	\$12.00	\$14.00	\$19.00	\$21.00
b. Bottle Gas/Propane	\$14.00	\$14.00	\$24.00	\$34.00	\$43.00	\$48.00
c. Electric	\$5.00	\$6.00	\$9.00	\$11.00	\$14.00	\$16.00

Other Electric & Cooling

Other Electric (Lights & Appliances)	\$19.00	\$22.00	\$31.00	\$40.00	\$48.00	\$57.00
Air Conditioning	\$19.00	\$23.00	\$32.00	\$40.00	\$49.00	\$58.00

Water Heating

a. Natural Gas	\$14.00	\$16.00	\$23.00	\$30.00	\$35.00	\$42.00
b. Bottle Gas/Propane	\$34.00	\$38.00	\$53.00	\$67.00	\$77.00	\$96.00
c. Electric	\$11.00	\$13.00	\$16.00	\$20.00	\$23.00	\$27.00
d. Oil						

Water, Sewer, Trash Collection

Water	\$44.00	\$45.00	\$57.00	\$68.00	\$80.00	\$92.00
Sewer	N/A	N/A	N/A	N/A	N/A	N/A
Trash Collection	N/A	N/A	N/A	N/A	N/A	N/A

Tenant-supplied Appliances

Range / Microwave Tenant-supplied	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
Refrigerator Tenant-supplied	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00

Other--specify: Monthly Charges

Electric Charge \$10.11	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00
Natural Gas Charge \$12.38	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00

Actual Family Allowances

To be used by the family to compute allowance. Complete below for the actual unit rented.

Name of Family

Address of Unit

Number of Bedrooms

Utility or Service	per month cost
Heating	\$
Cooking	\$
Other Electric	\$
Air Conditioning	\$
Water Heating	\$
Water	\$
Sewer	\$
Trash Collection	\$
Range / Microwave	\$
Refrigerator	\$
Other	\$
Other	\$
Total	\$

Utility Allowance Schedule

See Public Reporting and Instructions on back.

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

OMB Approval
No. 25577-0169
exp.7/31/2022

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

Date (mm/dd/yyyy):

Locality: **Housing Authority of the City of Fort Myers, FL**

Unit Type: **Duplex**

Utility or Service: **Okeechobee County**

0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Monthly Dollar Allowances					

Heating

a. Natural Gas	\$28.00	\$33.00	\$33.00	\$33.00	\$33.00	\$35.00
b. Bottle Gas/Propane	\$62.00	\$72.00	\$72.00	\$72.00	\$72.00	\$77.00
c. Electric	\$8.00	\$10.00	\$11.00	\$11.00	\$11.00	\$12.00
d. Electric Heat Pump	\$6.00	\$6.00	\$8.00	\$9.00	\$10.00	\$11.00
e. Oil						

Cooking

a. Natural Gas	\$7.00	\$7.00	\$12.00	\$14.00	\$19.00	\$21.00
b. Bottle Gas/Propane	\$14.00	\$14.00	\$24.00	\$34.00	\$43.00	\$48.00
c. Electric	\$5.00	\$6.00	\$9.00	\$11.00	\$14.00	\$16.00

Other Electric & Cooling

Other Electric (Lights & Appliances)	\$24.00	\$28.00	\$39.00	\$50.00	\$61.00	\$72.00
Air Conditioning	\$19.00	\$22.00	\$38.00	\$54.00	\$70.00	\$86.00

Water Heating

a. Natural Gas	\$16.00	\$19.00	\$28.00	\$37.00	\$44.00	\$54.00
b. Bottle Gas/Propane	\$38.00	\$43.00	\$62.00	\$81.00	\$100.00	\$120.00
c. Electric	\$13.00	\$16.00	\$20.00	\$25.00	\$29.00	\$33.00
d. Oil						

Water, Sewer, Trash Collection

Water	\$44.00	\$45.00	\$57.00	\$68.00	\$80.00	\$92.00
Sewer	N/A	N/A	N/A	N/A	N/A	N/A
Trash Collection	N/A	N/A	N/A	N/A	N/A	N/A

Tenant-supplied Appliances

Range / Microwave Tenant-supplied	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
Refrigerator Tenant-supplied	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00

Other--specify: Monthly Charges

Electric Charge \$10.11	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00
Natural Gas Charge \$12.38	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00

Actual Family Allowances

To be used by the family to compute allowance. Complete below for the actual unit rented.

	Utility or Service	per month cost
Name of Family	Heating	\$
	Cooking	\$
Address of Unit	Other Electric	\$
	Air Conditioning	\$
	Water Heating	\$
	Water	\$
Number of Bedrooms	Sewer	\$
	Trash Collection	\$
	Range / Microwave	\$
	Refrigerator	\$
	Other	\$
	Other	\$
	Total	\$

Utility Allowance Schedule

See Public Reporting and Instructions on back.

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

OMB Approval
No. 25577-0169
exp.7/31/2022

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

Date (mm/dd/yyyy):

Locality: **Housing Authority of the City of Fort Myers, FL**

Unit Type: **Single-Family (Detached House)**

Utility or Service: **Okeechobee County**

0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Monthly Dollar Allowances					

Heating

a. Natural Gas	\$26.00	\$30.00	\$30.00	\$33.00	\$33.00	\$33.00
b. Bottle Gas/Propane	\$57.00	\$67.00	\$67.00	\$72.00	\$72.00	\$72.00
c. Electric	\$8.00	\$10.00	\$10.00	\$11.00	\$11.00	\$12.00
d. Electric Heat Pump	\$6.00	\$8.00	\$9.00	\$10.00	\$11.00	\$12.00
e. Oil						

Cooking

a. Natural Gas	\$7.00	\$7.00	\$12.00	\$14.00	\$19.00	\$21.00
b. Bottle Gas/Propane	\$14.00	\$14.00	\$24.00	\$34.00	\$43.00	\$48.00
c. Electric	\$5.00	\$6.00	\$9.00	\$11.00	\$14.00	\$16.00

Other Electric & Cooling

Other Electric (Lights & Appliances)	\$28.00	\$33.00	\$45.00	\$58.00	\$71.00	\$84.00
Air Conditioning	\$15.00	\$18.00	\$40.00	\$62.00	\$84.00	\$106.00

Water Heating

a. Natural Gas	\$16.00	\$19.00	\$28.00	\$37.00	\$44.00	\$54.00
b. Bottle Gas/Propane	\$38.00	\$43.00	\$62.00	\$81.00	\$100.00	\$120.00
c. Electric	\$13.00	\$16.00	\$20.00	\$25.00	\$29.00	\$33.00
d. Oil						

Water, Sewer, Trash Collection

Water	\$44.00	\$45.00	\$57.00	\$68.00	\$80.00	\$92.00
Sewer	N/A	N/A	N/A	N/A	N/A	N/A
Trash Collection	N/A	N/A	N/A	N/A	N/A	N/A

Tenant-supplied Appliances

Range / Microwave Tenant-supplied	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
Refrigerator Tenant-supplied	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00

Other--specify: Monthly Charges

Electric Charge \$10.11	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00
Natural Gas Charge \$12.38	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00

Actual Family Allowances

To be used by the family to compute allowance. Complete below for the actual unit rented.

Name of Family

Address of Unit

Number of Bedrooms

Utility or Service	per month cost
Heating	\$
Cooking	\$
Other Electric	\$
Air Conditioning	\$
Water Heating	\$
Water	\$
Sewer	\$
Trash Collection	\$
Range / Microwave	\$
Refrigerator	\$
Other	\$
Other	\$
Total	\$

Utility Allowance Schedule

See Public Reporting and Instructions on back.

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

OMB Approval
No. 25577-0169
exp.7/31/2022

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

Date (mm/dd/yyyy):

Locality: **Housing Authority of the City of Fort Myers, FL**

Unit Type: **Mobile Home**

Utility or Service: **Okeechobee County**

0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Monthly Dollar Allowances					

Heating

a. Natural Gas	\$21.00	\$26.00	\$26.00	\$28.00	\$28.00	\$28.00
b. Bottle Gas/Propane	\$48.00	\$57.00	\$57.00	\$62.00	\$62.00	\$62.00
c. Electric	\$10.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00
d. Electric Heat Pump	\$6.00	\$6.00	\$8.00	\$9.00	\$10.00	\$11.00
e. Oil						

Cooking

a. Natural Gas	\$7.00	\$7.00	\$12.00	\$14.00	\$19.00	\$21.00
b. Bottle Gas/Propane	\$14.00	\$14.00	\$24.00	\$34.00	\$43.00	\$48.00
c. Electric	\$5.00	\$6.00	\$9.00	\$11.00	\$14.00	\$16.00

Other Electric & Cooling

Other Electric (Lights & Appliances)	\$28.00	\$33.00	\$45.00	\$58.00	\$71.00	\$84.00
Air Conditioning	\$18.00	\$22.00	\$37.00	\$52.00	\$67.00	\$82.00

Water Heating

a. Natural Gas	\$16.00	\$19.00	\$28.00	\$37.00	\$44.00	\$54.00
b. Bottle Gas/Propane	\$38.00	\$43.00	\$62.00	\$81.00	\$100.00	\$120.00
c. Electric	\$13.00	\$16.00	\$20.00	\$25.00	\$29.00	\$33.00
d. Oil						

Water, Sewer, Trash Collection

Water	\$44.00	\$45.00	\$57.00	\$68.00	\$80.00	\$92.00
Sewer	N/A	N/A	N/A	N/A	N/A	N/A
Trash Collection	N/A	N/A	N/A	N/A	N/A	N/A

Tenant-supplied Appliances

Range / Microwave Tenant-supplied	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
Refrigerator Tenant-supplied	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00

Other--specify: Monthly Charges

Electric Charge \$10.11	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00
Natural Gas Charge \$12.38	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00

Actual Family Allowances

To be used by the family to compute allowance. Complete below for the actual unit rented.

Name of Family

Address of Unit

Number of Bedrooms

Utility or Service	per month cost
Heating	\$
Cooking	\$
Other Electric	\$
Air Conditioning	\$
Water Heating	\$
Water	\$
Sewer	\$
Trash Collection	\$
Range / Microwave	\$
Refrigerator	\$
Other	\$
Other	\$
Total	\$

Utility Allowance Schedule

See Public Reporting and Instructions on back.

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

OMB Approval
No. 25577-0169
exp.7/31/2022

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

Date (mm/dd/yyyy):

Locality: **Housing Authority of the City of Fort Myers, FL**

Unit Type: **Multi-Family Energy Efficient**

Utility or Service: **Fort Myers County**

0 BR

1 BR

2 BR

3 BR

4 BR

5 BR

Monthly Dollar Allowances

Heating

a. Natural Gas						
b. Bottle Gas/Propane						
c. Electric (avg)	\$4.00	\$4.00	\$5.00	\$5.00	\$5.00	\$5.00
d. Electric Heat Pump (avg)	\$3.00	\$4.00	\$4.00	\$5.00	\$5.00	\$6.00
e. Oil						

Cooking

a. Natural Gas						
b. Bottle Gas/Propane						
c. Electric (avg)	\$3.00	\$4.00	\$6.00	\$7.00	\$9.00	\$11.00

Other Electric & Cooling

Other Electric (Lights & Appliances) (avg)	\$12.00	\$15.00	\$20.00	\$26.00	\$32.00	\$37.00
Air Conditioning (avg)	\$13.00	\$15.00	\$21.00	\$27.00	\$32.00	\$38.00

Water Heating

a. Natural Gas						
b. Bottle Gas/Propane						
c. Electric (avg)	\$7.00	\$8.00	\$11.00	\$13.00	\$15.00	\$18.00
d. Oil						

Water, Sewer, Trash Collection

Water (Fort Myers)	\$27.00	\$31.00	\$39.00	\$55.00	\$71.00	\$87.00
Sewer (Fort Myers)	\$59.00	\$69.00	\$89.00	\$110.00	\$130.00	\$150.00
Trash Collection	Paid Through Property Taxes					

Tenant-supplied Appliances

Range / Microwave Tenant-supplied	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
Refrigerator Tenant-supplied	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00

Other--specify: Monthly Charges

Electric Charge \$13.28 (avg)	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00
Natural Gas Charge \$14.29 (avg)	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00

Actual Family Allowances

To be used by the family to compute allowance. Complete below for the actual unit rented.

Name of Family

Address of Unit

Number of Bedrooms

Utility or Service	per month cost
Heating	\$
Cooking	\$
Other Electric	\$
Air Conditioning	\$
Water Heating	\$
Water	\$
Sewer	\$
Trash Collection	\$
Range / Microwave	\$
Refrigerator	\$
Other	\$
Other	\$
Total	\$



EXHIBIT C
LIST OF SERVICE PROVIDERS

UTILITY PROVIDER LIST & BUILDING TYPES

Housing Agency/Property: HACFM HCV - Lee County, FL

Please Specify ALL Applicable Utility Types Below:

For Tenant-Paid Utilities Only

E = Electric, NG = Natural Gas, BG = Bottled Gas/Propane, F = Fuel Oil, W = Water, S = Sewer, T = Trash

SECTION 8 PROGRAM

Number of Vouchers:

Utility Type	Utility Provider Name	Optional: Phone #	Optional: Website
Electric	Florida Power & Light	800-226-5885	https://www.fpl.com/
Electric	Lee County Electrical Cooperative	800-599-2356	https://www.lcec.net/
Water	City of Fort Myers Utilites	239-321-8100	https://www.cityftmyers.com/Directory.aspx?did=13
Water	Lee County Utilities	1-800-485-0214	https://www.leegov.com/utilities
Water	City of Cape Coral Utilities	239-574-7722	https://www.capecoral.gov/departement/financial_services/customer_billing_services/customer_service.php
Natural Gas	Teco Peoples Gas	239-690-5508	https://www.peoplesgas.com/
Natural Gas	Florida Public Utilities	1-800-427-7712	http://fpuc.com/
Propane	South Florida Gas	239-334-3131	https://www.southfloridagas.com/
Propane	Ferrellgas	239-332-7422	https://www.ferrellgas.com/locations/detail/fort-myers-fl/242740?utm_source=local&utm_medium=organic&utm_campaign=gmb
Trash	Waste Management	866-909-4458	https://www.wm.com/

Section 8 Building Types (check all that apply): Apartment/Walk-Up Row House/Townhouse
 High Rise Semi-Detached/Duplex Detached House/Single Family Mobile/Manufactured Home

UTILITY PROVIDER LIST & BUILDING TYPES

Housing Agency/Property: HCV VASH - Okeechobee, FL

**Please Specify ALL Applicable Utility Types Below:
For Tenant-Paid Utilities Only**

E = Electric, NG = Natural Gas, BG = Bottled Gas/Propane, F = Fuel Oil, W = Water, S = Sewer, T = Trash

SECTION 8 PROGRAM

Number of Vouchers: 20

Utility Type		Utility Provider Name		Optional: Phone #		Optional: Website
W		Okeechobee Utility Authority		863-763-9460		https://ouafl.com/
E		Florida Power & Light		800-226-5885		https://www.fpl.com/
NG		Palmdale Oil Company		863-763-3617		https://palmdaleoil.com/ https://palmdaleoil.com/
BG		FerrellGas		561-746-4534		https://www.ferrellgas.com/locations/detail/okeechobee-fl/255380?utm_source=local&utm_medium=organic&utm_campaign=

Section 8 Building Types (check all that apply): Apartment/Walk-Up Row House/Townhouse
 High Rise Semi-Detached/Duplex Detached House/Single Family Mobile/Manufactured Home

UTILITY PROVIDER LIST & BUILDING TYPES

Housing Agency/Property: HCV VASH - Highlands, FL

**Please Specify ALL Applicable Utility Types Below:
For Tenant-Paid Utilities Only**

E = Electric, NG = Natural Gas, BG = Bottled Gas/Propane, F = Fuel Oil, W = Water, S = Sewer, T = Trash

SECTION 8 PROGRAM

Number of Vouchers: 50

Utility Type	Utility Provider Name	Optional: Phone #	Optional: Website
W	City of Sebring Utilities	863-471-5112	https://www.mysebring.com/304/Online-Payments-Information
E	FP&L	888-488-7703	https://www.fpl.com/
E	Glades Electric Cooperative	863-531-5000	gladesec.com
E	Duke Energy	800-700-8744	dukeenergy.com
NG	Sebring Gas	863-385-0194	sebringgas.com
W	City of Avon Park	863-452-4433	www.avonpark.cc
W	Town of Lake Placid	863-699-3747	www.lakeplacidfl.net

Section 8 Building Types (check all that apply): Apartment/Walk-Up Row House/Townhouse
 High Rise Semi-Detached/Duplex Detached House/Single Family Mobile/Manufactured Home

UTILITY PROVIDER LIST & BUILDING TYPES

Housing Agency/Property: HCV VASH - Hendry County, FL

**Please Specify ALL Applicable Utility Types Below:
For Tenant-Paid Utilities Only**

E = Electric, NG = Natural Gas, BG = Bottled Gas/Propane, F = Fuel Oil, W = Water, S = Sewer, T = Trash

SECTION 8 PROGRAM

Number of Vouchers: 1

Utility Type		Utility Provider Name		Optional: Phone #		Optional: Website
W		City of Labelle		863-675-2872		https://wipp.edmundsassoc.com/Wipp/?wippid=LABL
E		Florida Power & Light		800-226-5885		https://www.fpl.com/
NG		Teco Peoples Gas		239-690-5508		www.peoplesgas.com
BG		South Florida Gas		239-334-3131		https://www.southfloridagas.com/

Section 8 Building Types (check all that apply): Apartment/Walk-Up Row House/Townhouse
 High Rise Semi-Detached/Duplex Detached House/Single Family Mobile/Manufactured Home

UTILITY PROVIDER LIST & BUILDING TYPES

Housing Agency/Property: HCV VASH - Glades County, FL

**Please Specify ALL Applicable Utility Types Below:
For Tenant-Paid Utilities Only**

E = Electric, NG = Natural Gas, BG = Bottled Gas/Propane, F = Fuel Oil, W = Water, S = Sewer, T = Trash

SECTION 8 PROGRAM			Number of Vouchers:		1
Utility Type	Utility Provider Name	Optional: Phone #	Optional: Website		
W	Belle Glade Water Office	561-225-6323	https://www.countyoffice.org/belle-glade-water-department-belle-glade-fl-5bc/		
E	Florida Power & Light	800-226-5885	https://www.fpl.com/		
NG	Teco Peoples Gas	239-690-5508	peoplesgas.com		
BG	FerrellGas	561-746-4534	https://www.ferrellgas.com/locations/detail/okeechobee-fl/255380?utm_source=local&utm_medium=organic&utm_campaign=gmb		

Section 8 Building Types (check all that apply): Apartment/Walk-Up Row House/Townhouse
 High Rise Semi-Detached/Duplex Detached House/Single Family Mobile/Manufactured Home

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

**Representations, Certifications,
and Other Statements of Bidders**
Public and Indian Housing Programs

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

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

(1) Is the person in the bidder'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's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder'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 deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [] is, [] is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

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

(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.

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

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

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No 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, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) 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, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the bidder; or,
 - (b) Impair the bidder's objectivity in performing the contract work.
- In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

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

The bidder 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 business enterprise. "Women-owned business enterprise," as used in this provision, means a 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 business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled 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)

- | | |
|---|---|
| <input type="checkbox"/> Black Americans | <input type="checkbox"/> Asian Pacific Americans |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans |
| <input type="checkbox"/> Native Americans | <input type="checkbox"/> Hasidic Jewish Americans |

8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) is, is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) is, is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

9. Certification of Eligibility Under the Davis-Bacon Act (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

10. Certification of Nonsegregated Facilities (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

11. Clean Air and Water Certification (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [] is, [] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

12. Previous Participation Certificate (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate" [] is, [] is not included with the bid.

13. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show **the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.**

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

Certifications and Representations of Offerors Non-Construction Contract

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/offerors 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)

- | | |
|---|---|
| <input type="checkbox"/> Black Americans | <input type="checkbox"/> Asian Pacific Americans |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans |
| <input type="checkbox"/> Native Americans | <input type="checkbox"/> 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:

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known</i> : Congressional District, if known:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, <i>if applicable</i> : _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

NON-COLLUSION AFFIDAVIT OF CONTRACTOR

_____ does hereby state:
(name)

(1) S/He is the _____ of
(owner, partner, officer, or representative),
_____, hereinafter referred to as Contractor.
(business name)

(2) S/He is fully knowledgeable of the preparation and contents of Subcontractor's proposals which were submitted to (Contractor);
_____, for specific work required in
connection with a Home Forward project titled _____
and located at : _____

(3) Said Contractor's proposal is genuine and is not a collusive or sham proposal;

(4) Neither the Contractor nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including myself, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other bidder, firm, or person to submit a collusive or sham proposal in connection with such contract or to refrain from submitting a proposal in connection with such contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other bidder, firm, or person to fix the price or prices in said Contractor's Proposal, or to fix any overhead, profit, or cost element of the price or prices in said Contractor's Proposal, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against Home Forward, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the Contractor's Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including myself.

Signed: _____

Title: _____

Date: _____

Witnessed by: _____



SECTION 3

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3).

Please visit The Housing Authority of the City of Fort Myers (HACFM) website by clicking on the following link to become educated with the HACFM Plan in its entirety.

<http://hacfm.org/web/page.asp?urh=Section3>

THE FOLLOWING PACKAGE INCLUDES VARIOUS FORMS THAT MUST BE RETURNED WITH YOUR PROPOSAL.

Table of Contents:

Attachment I	HUD CFR Part 135 Section 3 Regulations
Attachment II	Section 3 Special Conditions
Attachment III	Part IV Definitions
Attachment IV	Section 3 Opportunities Plan (pages 1-6)
Attachment V	Section 3 New Hire Compliance Report (pages 1 – 6)

Note: Attachment IV and V must be returned in their entirety with the proposal package.

ATTACHMENT I

SECTION 3 CLAUSE

This contract is subject to the following conditions under Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3).

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor or organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The contractor will certify that any vacant employment positions, including training positions that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprise. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

I the undersigned contractor have read the above Section 3 Clause will comply with HUD, 24 CFR Part 135 – Section 3 Regulations.

Signature

Date

Printed Name

Title



ATTACHMENT II

SECTION 3 SPECIAL CONDITIONS

HACFM has initiated efforts to enhance resident hiring on construction related contracts. These initiatives are designed to set the requirements for resident hiring and developing and/or strengthening administrative procedures for facilitating contractors' hiring of HACFM residents and other low income and/or very low-income residents residing in the section 3 area.

1. Procurement Documents

- Each bidder must include a Section 3 Opportunities Plan which indicates its commitment to meet HACFM resident hiring requirements.
- If a bidder fails to submit a Section 3 Opportunities Plan and the related data along with the bid, such bid will be declared as "non-responsive".
- For Invitations for Bids ("IFB") where awards are made to the most responsive and responsible bidder, the bidder's commitment to satisfy HACFM resident hiring requirements will be a factor used in determining whether the bidder is "responsive".
- For RFQ's, RFP's and IFB's, contractors shall be required to detail the cost of the bid or proposal by separately categorizing contract cost by labor (person hours and dollar amounts).

2. Enforcement

- To enforce the decision-making process pertaining to determining applicable percentages for resident hiring, enforcement strategies are set forth below.
- During the post award or pre-construction meeting, the objective shall be to impart critical Section 3 information to the contractor prior to commencement of the work/project. The following contract requirements shall be discussed in detail (Non-construction contracts do not require Davis-Bacon compliance):
 - Davis-Bacon Wage Requirements
 - Minority and Women Owned Business Participation requirements
 - Section 3 Program requirements

HACFM representatives will require the contractor to certify its understanding of the terms and conditions of the contract as they pertain to Davis-Bacon, Section 3 hiring and Minority and Women Owned Business participation.

3. Monitoring and Enforcement Authority and Responsibility

The function of monitoring and enforcing Section 3 Compliance and hiring will be carried out by the Section 3 Coordinator in coordination with the Real Estate Development Office



ATTACHMENT III

Business Concern – a business entity formed in accordance with State law, and which is licensed under State, county or municipal law to engage in the type of business activity for which it was formed.

Contractor – any entity which contracts for the performance of work generated by the expenditure of Section 3 covered assistance, or performing work in connection with a Section 3 covered project.

Employment Opportunities Generated by Section 3 Covered Assistance – all employment opportunities generated by the expenditure of Section 3 covered public assistance (i.e., operating assistance, development assistance and modernization assistance, (as described in 24 CFR Section 135.3 (a) (1)). With respect to Section 3 covered housing and community development assistance, this term means all employment opportunities arising in connection with Section 3 covered projects (as described in Section 135.3 (a) (2)), including management and administrative jobs. Management and administrative jobs include architectural, engineering or related professional services required to prepare plans, drawings, specifications, or work write-ups; and jobs directly related to administrative support of these activities, e.g., construction manager, relocation specialist, payroll clerk, etc.

Housing Authority (HA) – Public Housing Agency.

Housing Development – low-income housing owned, developed, or operated by public housing agencies in accordance with HUD's public housing program regulations codified in 24 CFR Chapter IX.

HUD Youthbuild Programs – programs that receive assistance under subtitle D of Title IV of the National Affordable Housing Act, as amended by the Housing and Community Development Act of 1992 (42 U.S.C. 12899), and provide disadvantaged youth with opportunities for employment, education, leadership development, and training in the construction or rehabilitation of housing for homeless individuals and members of low- and very low-income families.

Low-income person – families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families.

Metropolitan Area – a metropolitan statistical area (MSA), as established by the Office of Management and Budget.



New Hires – full-time employees for permanent, temporary or seasonal employment opportunities.

Recipient – any entity which receives Section 3 covered assistance, directly from HUD or from another recipient and includes, but is not limited to, any State unit of local government, PHA, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization, resident management corporation, resident council, or cooperative association. Recipient also includes any successor, assignee or transferee of any such entity, but does not include any ultimate beneficiary under the HUD program to which Section 3 applies and does not include contractors.

Section 3 –Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

Section 3 Business Concern – a business concern,

- 1) That is 51 percent or more owned by Section 3 resident: or
- 2) Whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or
- 3) That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontractors to be awarded to business concerns that meet the qualifications set forth in paragraphs 1 or 2 above.

Section 3 Covered Assistance –

- 1) Public housing development assistance provided pursuant to Section 5 of the 1937 Act;
- 2) Public housing operating assistance provided pursuant to Section 9 of the 1937 Act;
- 3) Public housing modernization assistance provided pursuant to Section 14 of the 1937 Act; 4) Assistance provided under any HUD housing or community development program that is expended for work arising in connection with housing rehabilitation, construction, or other public construction project (which includes other buildings or improvements, regardless of ownership).

Section 3 Clause – the contract provisions set forth in 24 CFR Section 135.38.

Section 3 Covered Contracts – a contract or subcontract (including a professional service contract) awarded by a recipient or contractor for work generated by the expenditure of Section 3 covered assistance, or for work arising in connection with a Section 3 covered project. Section 3 covered contracts do not include contracts awarded under HUD's procurement program, which are governed by the Federal Acquisition Regulation (FAR). Section 3 covered contracts also do not include contracts for the purchase of supplies and materials. However, whenever a contract for materials includes the installation of the materials, the contract constitutes a Section 3 covered contract.



Section 3 Covered Project - the construction, reconstruction, conversion or rehabilitation of housing (including reduction and abatement of lead-based paint hazards), other public construction which includes buildings or improvements (regardless of ownership) assisted with housing or community development assistance.

Section 3 Resident – a public housing resident or an individual who resides in the metropolitan area or non-metropolitan County in which the Section 3 covered assistance is expended and who is considered to be a low to very low-income person.

Subcontractor – any entity (other than a person who is an employee of the contractor) which has a contract with a contractor to undertake a portion of the contractor’s obligation for the performance of work generated by the expenditure of Section 3 covered assistance, or arising in connection with a Section 3 covered project.

Very low income person – families (including single persons) whose income do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary’s findings that such variations are necessary because of unusually high or low family incomes.



ATTACHMENT IV

SECTION 3 OPPORTUNITIES PLAN

Business Opportunities and Employment Training for Housing Authority of the City of Fort Myers Low Income Public Housing Residents (LIPH) and Low and Very Low Income City of Fort Myers Neighborhood Area Residents (LIAR)

PRIME CONTRACTOR'S NAME: _____

SPECIFICATION OR RFP/IFB/RFQ NUMBER: _____

SPECIFICATION OR RFP/IFB/RFQ TITLE: _____

The Contractor hereby agrees to comply with all the provisions of Section 3 as set forth in 24 CFR 135.1 et seq. and the HACFM Section 3 Policy and Program requirements. The Contractor hereby submits this document to identify employment opportunities for HACP residents (LIPH) and low and very low income City of Fort Myers neighborhood area residents (LIAR) during the term of the contract between the Contractor and the HACFM.

The preference of HACFM is to ensure that as many HACFM residents as possible are employed. In an effort to further that requirement, HACFM has created a preference tier structure as outlined in the attached Section 3 Policy and Program Manual. Contractors are required to comply with Section 3 by first considering Tier I – Hiring. The Contractor agrees to meet its Section 3 requirement following the Preferential Tier Structure as indicated by the selection below (check one or more tiers below):

[] Tier I – HIRING

The Contractor affirms that the jobs identified shall be for meaningful employment that may or may not be related to the scope of services covered under Contract/Purchase Order # _____. The Contractor has committed to employ _____ resident(s) in order to comply with its Section 3 requirements. A prime contractor may satisfy HACFM Resident Hiring Requirements through his/her subcontractors.

Contact HACFM Real Estate Development Office for resident referrals at 239-344-3232.

When Tier I is selected, the Contractor shall complete the following table as instructed below:

- (1) Indicate each job title for all phases of this contract
- (2) The number of positions that will be needed in each category
- (3) How many of those positions are currently filled
- (4) The number currently filled by low and very low-income HACFM residents
- (5) The number currently filled by City of Fort Myers neighborhood area residents



(6) How many positions need to be filled

Indicate your requirement for the number of positions you intend to fill with:

(7) Low income HACFM Residents (LIPH) and/or

(8) Low and very low income City of Fort Myers Neighborhood Area Residents (LIAR)

[] Tier II – CONTRACTING

The contractor has identified HACFM resident-owned business(es) or Section 3 business(es) which is/are 51 percent or more owned by Section 3 residents or 30 percent or more of their permanent full-time workforce are Section 3 residents. This will satisfy the contractor's Section 3 requirement covered under Contract/Purchase Order # .

In a one (1) page letter on your firm's letterhead:

1) Indicate the requirements, expressed in terms of percentage, of planned contracting dollars for the use of Section 3 business concerns as subcontractors.

2) A statement of the total dollar amount to be contracted, total dollar amount to be contracted to Section 3 business concerns for building trades, and total dollar amount to be contracted to Section 3 business concerns for other than building trades work (maintenance, repair, modernization, and development).

3) A description of the method used to develop the requirements above and the efforts to be undertaken by the contractor to meet those requirements.

[] Tier III - OTHER ECONOMIC OPPORTUNITIES

Contractors may provide other economic opportunities to train and employ Section 3 residents by incurring the cost of providing skilled training for residents in an amount commensurate with the sliding scale set forth in the Resident Hiring Scale



SECTION 3 INCOME LIMITS

(FY 2009 Income Limits from www.huduser.org)

All residents of public housing developments of the Housing Authority of the City of Fort Myers qualify as Section 3 residents. Additionally, individuals residing in Lee County who meet the income limits set forth below can also qualify for Section 3 status.

A picture identification and proof of current residency is required.

Eligibility Guidelines

Number in Household	Very low-income (50%)	Low income (80%)
1 person	\$21,250	\$34,000
2 person	\$24,300	\$38,850
3 person	\$27,300	\$43,700
4 person	\$30,350	\$48,550
5 person	\$32,800	\$52,450
6 person	\$35,200	\$56,300
7 person	\$37,650	\$60,200
8 person	\$40,050	\$64,100



SECTION 3 OPPORTUNITIES PLAN

Section 3 Utilization Assessment and Plan	
SPEC or RFP TITLE:	SPEC or RFP NUMBER

JOB TITLE (1)	# OF POSITIONS					HIRING REQUIREMENT	
	# NEEDED (2)	TOTAL (3)	LIPH (4)	LIAR (5)	TO BE FILLED (6)		



SECTION 3 OPPORTUNITIES PLAN

By signing below, the Contractor hereby agrees to comply with the selected Section 3 requirements indicated above. To the extent that the completion of this form is contingent upon future information, for example price negotiations, request for specific services, etc., the undersigned hereby affirms and agrees to fully adhere to the spirit and intent of the HACFM Section 3 Policy.

Furthermore, the undersigned acknowledges and affirms responsibility for completion and submission of this form PRIOR to the AWARD of a contract from HACFM. Failure to submit this form may jeopardize the responsiveness of your submission.

Attest/Witness

Company Name: _____

By: _____

Name: _____

Title: _____

Date: _____



**Certification of Receipt and Understanding of the HACFM Section 3
Plan and Compliance Requirements:**

I _____ the _____
(printed Name) (Title)

of _____ herby acknowledge
(Company Name)

receipt and understanding of, and pledge to adhere to, the Section 3 Plan.

Authorized Signature _____ Date _____



SECTION 3 NEW HIRE COMPLIANCE REPORT

The US Department of Housing & Urban Development (“HUD”) requires the Housing Authority of the City of Fort Myers to collect information on every person hired in connection with Section 3 projects to ensure HACFM’s compliance with Federal regulations.

As part of HACFM’s Section 3 program your firm is required to report the number of employees hired in connection with a Section 3 Project who are Section 3 Eligible. Complete this form by entering the names and addresses of all new hires and by indicating whether they are Section 3 eligible. For purposes of HACFM, a Section 3 resident is:

1. A public housing resident;
2. An individual who lives within the City of Fort Myers and whose income falls within the guidelines for low or very low income. **See table on page 19.**

This form must be completed by all firms working on a Section 3 project, defined as a contract that exceeds \$100,000, even if the firm is not a “Section 3 Business.”

INSTRUCTIONS FOR EMPLOYERS:

1. Enter the name and address of every new employee hired in connection with the Section 3 Project on the following list. (Add additional sheets if necessary).
2. For Employees **NOT HIRED** through HACFM, determine whether each new hire is Section 3 eligible by asking the employee the following questions upon hiring:

a. Are you a resident of HACFM public housing?

- YES
- NO

If the answer is “YES,” please skip question “b” and proceed directly to question “c”.

If the answer is “NO,” please follow up by asking question “b”.

b. Are you a resident of the City of Fort Myers and/or Lee County

- YES
- NO

If the answer is “NO,” this person is not a Section 3-eligible resident.

Therefore, there is not a need to ask question “c”.

c. In the last 12 months, was your household income (meaning the total for everyone in your family earning income) NOT GREATER THAN the amount listed based on your household size?

- YES
- NO

If yes, have the employee complete the certification form (Exhibit 1) and attach this to your submission.

3. For employees HIRED through HACFM, check the “hired through HACFM” box next to their name.



City of Palms

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SECTION 3 NEW HIRE COMPLIANCE REPORT

4. Indicate whether each new hire is Section 3 eligible by checking the appropriate box next to their name and address on Section 3 New Hire Report. Indicate “Y” for Yes and “N” for No

5. Indicate the Job Category using the following codes:

Professionals	P
Technicians	T
Office and Clerical	OC
Sales	S
Trades	T
Labor	L
Service Workers	SW
Other	Other

6. An authorized representative of the firm must certify the accuracy and completeness of the information provided by signing this form where indicated.

7. Developers and contractors – who have direct agreements with HACFM regarding a Section 3 covered project – are responsible for collecting the Section 3 New Hire Report from all applicable contractors and sub-contractors performing on a Section 3 covered project. By December 31 of each year that the project is under construction, completed forms must be submitted to HACFM Section 3 Compliance Officer. If a project finishes construction before the end of the year, Section 3 New Hire Compliance Reports must be submitted within 30 days of completion.

8. If there were NO new hires for the report period, please document by checking the box and providing an authorized signature for your company.



City of Palms
 THE HOUSING AUTHORITY
 OF THE CITY OF FORT MYERS, FLORIDA

SECTION 3 NEW HIRE COMPLIANCE REPORT

	NAME OF NEW HIRE	ADDRESS (include Suite/Apt #)	Section 3 Eligible?		Labor Category
			YES OR NO	Provided by HACFM	See Instructions
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					

If there were NO new hires for the report period, please document by checking the box and providing an authorized signature for your company.

- I certify that there were no new hires during the reporting period ___ / ___ / ___
 to ___ / ___ / ___ mm / dd / yyyy

Name: _____
 (please print)

Date: _____

Title: _____
 (please print)

Signature: _____

I affirm that the above statements are true, complete, and correct to the best of my knowledge and belief



City of Palms
THE HOUSING AUTHORITY
OF THE CITY OF FORT MYERS, FLORIDA

SECTION 3 NEW HIRE COMPLIANCE REPORT

Project Name: _____

Project Address: _____

Developer Name (if applicable): _____

General Contractor Name: _____

Name of Firm Completing This Form: _____

This Firm is a (check one):

- Developer

- General Contractor
Contract Amount: \$ _____

- Subcontractor
Contract Amount: \$ _____

- Professional Services Consultant
Contract Amount: \$ _____

Contracts and subcontracts made with vendors to solely provide supplies and/or materials are not subject to the HUD Section 3 requirements. However, where such vendors also install such supplies and materials, said contracts and subcontracts above \$100,000 shall be subject to the HUD Section 3 requirements.

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/01/2014)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours 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. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$100,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than \$2,000 but not more than \$100,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$100,000 – use Sections I and II.**

=====
Section I - Clauses for All Non-Construction Contracts greater than \$100,000
=====

1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

- proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
 - (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA 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: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA 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 (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) 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 HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 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.

- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
 - (i) appeals under the clause titled Disputes;
 - (ii) litigation or settlement of claims arising from the performance of this contract; or,
 - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

The HA 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 this Contract.

6. 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.

7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

11. Organizational Conflicts of Interest

- (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 this contract and a contractor's organizational, financial, contractual or other interests are such that:
 - (i) Award of the contract may result in an unfair competitive advantage; or
 - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the 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 Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay 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, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

16. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations 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, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

17. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

18. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

19. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

20. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

21. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of

apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

22. 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.

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

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO AND MINISTER OATHS.

1. This sworn statement is submitted to _____
[print name of the public entity]
by _____
[print individual's name and title]
for _____
[print name of entity submitting sworn statement]

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn

statement: _____.)

2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies]

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THE FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[signature]

Sworn to and subscribed before me this _____ day of _____, 20_____.

Personally known _____

Or Produced identification _____ Notary Public – State of _____

(Type of Identification) My commission expires _____

(Printed, typed or stamped
commission name of notary public)

**Equal Employment
Opportunity Certification**
Excerpt From 41 CFR §60-1.4(b)

U.S. Department of Housing
and Urban Development
Office of Housing
Federal Housing Commissioner

Department of Veterans Affairs
OMB Control No. 2502-0029
(exp. 9/30/2016)

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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, 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 setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses 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 or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) 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 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: **Provided, however,** That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work:

Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally-assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed

Firm Name and Address

By

Title

upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Excerpt from HUD Regulations

200.410 Definition of term "applicant".

- (a) In multifamily housing transactions where controls over the mortgagor are exercised by the Commissioner either through the ownership of corporate stock or under the provisions of a regulatory agreement, the term "applicant" as used in this subpart shall mean the mortgagor.
- (b) In transactions other than those specified in paragraph(a) of this section, the term "applicant" as used in this subpart shall mean the builder, dealer or contractor performing the construction, repair or rehabilitation work for the mortgagor or other borrower.

200.420 Equal Opportunity Clause to be included in contracts and subcontracts.

- (a) The following equal opportunity clause shall be included in each contract and subcontract which is not exempt:

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, 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, creed, color, 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 setting forth the provisions of the nondiscrimination clause.

- (2) The contractor will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard race, creed, color, or national origin.

- (3) 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, advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.

- (4) The contractor will comply with all provisions of Executive Order 10925 of March 6 1961, as amended, and of the regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

- (5) The contractor will furnish all information and reports required by Executive Order 10925 of March 6, 1961, as amended, and by the regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by HUD and the Committee for purposes of investigation to ascertain compliance with such regulations, and orders.

- (6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of the said regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts in accordance with procedures authorized in Executive Order 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoked provided in the said Executive Order or by regulations, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

- (7) The contractor will include the provisions of Paragraphs(1) through (7) in every subcontract or purchase order unless exempted by regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to Section 303 of Executive Order 10925 of March 6, 1961, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase orders as HUD 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 vendor as a result of such direction by HUD, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (b) Except in subcontracts for the performance of construction work at the site of construction, the clause is not required to be inserted in subcontracts below the second tier. Subcontracts may incorporate by reference to the equal opportunity clause.

200.425 Modification in and exemptions from the regulations in this subpart.

- (a) The following transactions and contracts are exempt from the regulations in this subpart:

- (1) Loans, mortgages, contracts and subcontracts not exceeding \$10,000.

- (2) Contract and subcontracts not exceeding \$100,000 for standard commercial supplies or raw material;

- (3) Contracts and subcontracts under which work is to be or has been performed outside the United States and where no recruitment of workers within the United States is involved. To the extent that work pursuant to such contracts is done within the United States, the equal opportunity clause shall be applicable;

- (4) Contracts for the sale of Government property where no appreciable amount of work is involved; and

- (5) Contracts and subcontracts for an indefinite quantity which are not to extend for more than one year if the purchaser determines that the amounts to be ordered under any such contract or subcontract are not reasonably expected to exceed \$100,000 in the case of contracts or subcontracts for standard commercial supplies and raw materials, or \$10,000 in the case of all other contracts and subcontracts.