



GHURA

Guam Housing and Urban Renewal Authority
Aturidat Ginma' Yan Rinueban Suddai Guahan
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Eddie Baza Calvo
Governor

Ray Tenorio
Lt. Governor

REQUEST FOR QUALIFICATIONS
RFQ # 10-25-2018-CDBG
This AD is paid with HUD Funds by GHURA

Guam Housing and Urban Renewal Authority (GHURA) is soliciting a proposal from a Registered Professional Consultant for the design of a Central Community Arts Hall within the existing Sinajana Community Center structure.

Interested firms may obtain copies of the RFQ at the GHURA main Office. Original and four copies of proposals containing Qualification Statements will be accepted until 2:00PM. (Guam Standard Time) Monday, November 20, 2018 at the GHURA Main Office, Sinajana, Guam.

GHURA hereby notifies all firms that it will affirmatively insure that in any contract entered into pursuant to this advertisement, small business enterprises will be afforded full opportunity to submit proposals and will not be discriminated against on grounds of race, color, religion, gender, or disability, or national origin.

GHURA reserves the right to waive minor informalities, cancel this solicitation at any time and reject any and all bids. For more information please call the A/E Department Albert Santos email alsantos1@ghura.org at 475-1404 or visit the GHURA website: www.ghura.org.

This project is subject to the conditions under Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C.1701u.

GHURA is an EQUAL OPPORTUNITY EMPLOYER

Michael J. Duenas
Executive Director

GUAM HOUSING & URBAN RENEWAL AUTHORITY
Design for a Central Community Arts Hall in Sinajana
REQUEST FOR QUALIFICATIONS
RFQ #10-25-2018-CDBG

I. PRELIMINARY SCOPE OF SERVICES (Scope of services to be finalized during negotiations):

A. GENERAL INTENT

It is the intent of **GHURA** to enter a contract agreement with a Registered Professional Consultant to provide the required design for a Central Community Arts Hall within the existing Sinajana Community Center compound (Court Yard area).

B. SCOPE OF SERVICES

1. General requirements:

- a. Selected Individual or firm shall perform the services consistent with professional skill and care.
- b. Shall attend all necessary meetings and prepare meeting agendas and minutes of meetings.
- c. All communication between Consultant and other parties for the project shall be routed through **GHURA**.
- d. The period of performance for this project is 60 calendar days. The selected firm shall ensure that the service required covers all necessary time to complete what is required for this contract. If the services required is beyond the noted calendar days, the consultant shall include the time required in the negotiation.
- e. Duties, responsibilities and limitation of authority of the Individual or firm shall not be modified or extended without written authorization by **GHURA**.

2. Services Required:

- a. With our present market condition ie lack of skill workers, the ever raising cost of materials, and the need to have this facility in operation within the year. The design team is challenged to provide an alternate building system that will meet the needs for the construction of a rebuild roofing system over the existing court yard to include a lecture/theater-style facility with stage and 150-seating capacity to be built within the existing Sinajana Community Center structures.

- b. Design shall comply with American with Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities-, Final Guidelines, Federal Register 36 CFR Part 1191. Design shall be in accordance with all related codes and regulations adopted by various government agencies applicable for this project.
- c. Design team shall work with the GHURA's staff and the Sinajana Mayors' staff to ensure the facility design will accommodate their needs for services for operation space. The challenge in the design and work will also address the need for the occupants of the three surrounding structures to remain in service and the accessibility from design to completion of project.
- d. The propose art facility will be situated in the middle of three slating roof structures, the rebuild roof design should reflect a re-new age complementing the old to the new with an atmosphere of dignity, beauty and strength for these facility represents our mission in providing help for those from our community.
- e. Security provision must be incorporated into the design because of the volatility of our times.
- f. The design team shall work with the various Government and utility agency to ensure that their design is compliance with all regulatory and standards building codes and local government regulations/requirements. Construction documents shall be suitable for permitting and construction drawings.
- g. The design consultants work closely with GEPA for the implementation of BMPs in preventing stormwater runoff and for water resource conservation and water pollution prevention pursuant to the "Water Pollution Control Act," 10 GCA Chapter 47; "Water Resources Conservation Act," 22 GCA Chapter 5; 10 GCA Chapter 46, as amended by P.L. 17-87, and the Guam Water Resource Development & Operating Regulations.
- h. Preparation of: reports, layout of facility, design required for construction, bid specification and construction cost estimates.

II. TIME AND DURATION OF SERVICES

It is anticipated that the services required will commence as soon as possible and will continue for a period that will be determined during negotiations.

III. TYPE OF CONTRACT

A contract for consultant services will be executed between the Offeror and GHURA.

The contract will contain provisions for adding or deleting specific parts or elements to the description of work, as well as clauses required by Federal statutes, executive orders, and their implementing regulations, as provided by the U. S. Department of Housing and Urban Development (DHUD) guidelines and regulations.

IV. SUBMITTAL DATE

All RFQs must be submitted to the GHURA Administration Office in Sinajana no later than 2:00 PM November 20, 2018 (Guam Standard Time).

V. SUBMITTAL

All RFQs must be submitted in writing with one original and four (4) copies.

VI. SUBMISSION REQUIREMENTS

- A. Individuals or firms who are interested for this project shall submit to GHURA's Main Office at Sinajana, the following qualification statements and support documents no later than 2:00 PM, Nov.20, 2018 for consideration:
1. Statements of Qualifications.
 2. Previous project experience including project locations, brief description of the projects, cost for each project, Project starting and completion dates, names and telephone numbers of the clients.
 3. Assigned persons to the project and their experience, and proposed project team.
 4. Copies of current licenses/certificates.
 5. Bidders are required to submit the following attach Forms:

Exhibit 1	AFFIDAVIT DISCLOSING OWNERSHIP AND COMMISSIONS
Exhibit 2	AFFIDAVIT re NON-COLLUSION
Exhibit 3	AFFIDAVIT re NON- GRATUITIES or KICKBACKS
Exhibit 4	AFFIDAVIT RE ETHICAL STANDARDS
Exhibit 5	AFFIDAVIT re CONTINGENT FEES
Exhibit 6	DISCLOSURE OF CONFIDENTIAL OR PROPRIETARY INFORMATION
Exhibit 7	HUD Form 5369-A CERTIFICATIONS AND REPRESENTATIONS OF OFFERORS

6. A discussion of a plan that the consultant will undertake to accomplish the objectives of this project and the work described in the Scope of Services.

B. QUALIFICATIONS

The following qualifications are considered to be minimum standards:

1. Shall have current license or certificate issued by the Territorial Board of Registration for Professional Engineers, Architects and Land Surveyors, and shall have current business license issued by the Department of Revenue and Taxation.
2. Shall have previous experience on services on similar projects.

VII. EVALUATION PROCEDURES/CRITERIA FOR CONSULTANT SELECTION

- A. Guam Housing and Urban Renewal Authority (GHURA) reserves the right to reject any, part of any, or all proposals.
- B. GHURA will create a selection committee.
- C. Selection Committee will select three (3) firms from those submitting proposals.
- D. Within approximately 15 working days of receipt of responses to this RFQ, the selected three (3) firms will be notified by GHURA.
- E. GHURA will commence contract negotiations for comprehensive consultant services with the first (1st) firm identified on the indicated short list. If these negotiations are not productive, negotiations with that firm will be terminated. Negotiations will then begin in a similar manner with the next firm on the short list, continuing in sequence through the short list of firms until such time as negotiations are successfully completed.
- F. Submitted proposals will be evaluated on the basis of the following criteria with each item being given equal weight:
 1. Ability to perform the services reflected by professional, educational or technical general experience, specific experience in providing the required services; and the qualifications and abilities of key personnel proposed to be assigned to perform the services within a rigorous time frame (25 pts); such as
 - a) Demonstrated ability to effectively analyze, design, and complete

- meritorious projects with objectives similar to those anticipated by this proposed project;
- b) Broad range of demonstrated professional capabilities required to constructively resolve technical and design requirements posed by this proposed project.
2. Technical and analytical resources required in evaluating and implementing utilization of appropriate technologies and the extent to which appropriate professional and technical services currently available on Guam are included in the scope of services. (25 pts.)
 3. A plan for performing the required services (25 pts.); and
 4. Responsiveness, thoroughness and conciseness of response (25 pts.).

The proposals, which have a reasonable chance of being selected for award, will be considered to be in the competitive range and will be asked to participate in negotiations to discuss technical and price factors so as to ensure a mutual understanding of both GHURA's requirements and the offerors' proposals, unless GHURA determines that there is no need to hold negotiations and award is made based on initial proposals received.

The contract will be awarded to the responsible offeror whose proposal is most advantageous, with price and other factors considered. Award will not necessarily be made to the lowest offeror.

VIII. RECEIPT AND OPENING OF PROPOSALS

- A. All proposals shall be sealed in an envelope which shall be clearly marked with the words "Proposal Documents for Request for Proposal for Consultant Services"; the name and address of the offeror, and the date and time for receipt of proposals.
- B. Unless expressly authorized elsewhere in this solicitation, proposals submitted by telegraph or facsimile (fax) machines will not be considered.
- C. Proposals will not be opened publicly.
- D. The only acceptable evidence to establish the time of receipt at GHURA is the time/date stamp of GHURA on the proposal wrapper or other documentary evidence of receipt maintained by GHURA.

IX. LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWAL OF PROPOSALS

- A. Any proposal 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 of that month);
 2. Was sent by mail and it is determined by GHURA that the late receipt was due solely to mishandling by GHURA after receipt at GHURA; or
 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 (2) working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and observed holidays.
- B. Any modification or withdrawal of a proposal is subject to the same conditions as in paragraph (A) of this provision.
- C. The only acceptable evidence to establish the date of mailing of late proposal, modification, or withdrawal sent either by registered or certified mail is the United State 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 proposal, modification, or withdrawal shall be processed as if mailed late. "Postmarked" 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.
- D. The only acceptable evidence to establish the time of receipt at GHURA is the time/date stamp of GHURA on the proposal wrapper or other documentary evidence of receipt maintained by GHURA.
- E. The only acceptable evidence to establish the date of mailing of a late proposal, 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 envelope or wrapper.

- F. Notwithstanding paragraph (A) of this provision, a late modification of an otherwise successful proposal that makes its terms more favorable to GHURA will be considered at any time it is received and may be accepted.

X. EXPLANATIONS AND INTERPRETATIONS TO PROSPECTIVE OFFERORS

- A. Any prospective offeror desiring an explanation or interpretation of this Request for Proposal must request it at least seven (7) days before the deadline for submission of proposals. Request may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures; i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given a prospective offeror concerning this solicitation will be furnished promptly to all other prospective offerors as a written amendment to the solicitation, if that information is necessary in submitting proposals, or if the lack of it would be prejudicial to other prospective offerors.
- B. Any information obtained by, or provided to, an offeror other than by formal amendment to the solicitation shall not constitute a change to the solicitation.
- C. Receipt of any amendment to this solicitation must be acknowledged by the offeror by signing and returning the amendment or by letter, telegram, or facsimile which shall reference the amendment number and date of amendment. GHURA must receive acknowledgment by the time of the closing date and time for submission of the proposals.

XI. RESPONSIBILITY OF PROSPECTIVE OFFEROR

- A. In the award of a contract, GHURA will review the prospective Consultant's ability to perform the proposed contract successfully, considering factors such as the offeror's:
- (1) Integrity;
 - (2) Compliance with public policy;
 - (3) Record of past performance, and
 - (4) Financial and technical resources.
- B. Before a proposal is considered for award, the offeror may be requested by GHURA to submit a statement or other documentation regarding any of the items in paragraph (A) above. Failure by the offeror to provide such additional information shall render the offeror nonresponsive and ineligible for award.
- C. If awarded the consultant must maintain an errors and omission insurance sufficient to cover the work performed under this contract.

- XII. GHURA reserves the right to decide whether a proposal is or is not acceptable in terms of meeting the requirements of the RFQ. GHURA reserves the right to accept or reject proposals received, and may negotiate with offerors regarding the terms of their proposals or parts thereof.
- XIII. All costs in connection with the preparation and submission of a proposal shall be paid by the offeror.
- XIV. GHURA will contract only with the selected Consultant. Any sub consultant employed by the Consultant will be the responsibility of the Consultant.
- XV. It is the intention of GHURA to make this RFQ, the successful offeror's proposal and written correspondence, a part of the contract.

ATTACHMENT:

- Exhibit 1 AFFIDAVIT DISCLOSING OWNERSHIP AND COMMISSIONS
- Exhibit 2 AFFIDAVIT re NON-COLLUSION
- Exhibit 3 AFFIDAVIT re NON- GRATUITIES or KICKBACKS
- Exhibit 4 AFFIDAVIT RE ETHICAL STANDARDS
- Exhibit 5 AFFIDAVIT re CONTINGENT FEES
- Exhibit 6 DISCLOSURE OF CONFIDENTIAL OR PROPRIETARY INFORMATION
- Exhibit 7 HUD Form 5369-A CERTIFICATIONS AND REPRESENTATIONS OF OFFERORS
- Exhibit 8 GHURA form 0012 SECTION 3 PROGRAM

EXHIBIT 2

AFFIDAVIT re NON-COLLUSION

CITY OF _____)
) ss.
ISLAND OF GUAM)

_____ [state name of affiant signing below], being first duly sworn, deposes and says that:

1. The name of the offering company or individual is [state name of company]

2. The proposal for the solicitation identified above is genuine and not collusive or a sham. The offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any other offeror or person, to put in a sham proposal or to refrain from making an offer. The offeror has not in any manner, directly or indirectly, sought by an agreement or collusion, or communication or conference, with any person to fix the proposal price of offeror or of any other offeror, or to fix any overhead, profit or cost element of said proposal price, or of that of any other offeror, or to secure any advantage against the government of Guam or any other offeror, or to secure any advantage against the government of Guam or any person interested in the proposed contract. All statements in this affidavit and in the proposal are true to the best of the knowledge of the undersigned. This statement is made pursuant to 2 GAR Division 4 § 3126(b).

3. I make this statement on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

Signature of one of the following:
Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me

this ____ day of _____, 201

NOTARY PUBLIC
My commission expires _____

EXHIBIT 3

AFFIDAVIT re NON- GRATUITIES or KICKBACKS

CITY OF _____)
) ss.
ISLAND OF GUAM)

_____, [state name of affiant signing below], being first duly sworn, deposes and says that:

1. The name of the offering firm or individual is [state name of offeror company] Affiant is, [state one of the following: the offeror, a partner of the offeror, an officer of the offeror] making the foregoing identified bid or proposal.

2. To the best of affiant's knowledge, neither affiant, nor any of the offeror's officers, representatives, agents, subcontractors, or employees have violated, are violating the prohibition against gratuities and kickbacks set forth in 2 GAR Division 4 § 11107(e). Further, affiant promises, on behalf of offeror, not to violate the prohibition against gratuities and kickbacks as set forth in 2 GAR Division 4 § 11107(e).

3. To the best of affiant's knowledge, neither affiant, nor any of the offeror's officers, representatives, agents, subcontractors, or employees have offered, given or agreed to give, any government of Guam employee or former government employee, any payment, gift, kickback, gratuity or offer of employment in connection with the offeror's proposal.

4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

Signature of one of the following:
Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me

this _____ day of _____, 200__

NOTARY PUBLIC
My commission expires _____

Exhibit 4

AFFIDAVIT RE ETHICAL STANDARDS

CITY OF _____)
ISLAND OF GUAM) ss.

_____ [state name of affiant signing below], being first
duly sworn, deposes and says that:

The affiant is _____ [state one of the following: the offeror,
a partner of the offeror, an officer of the offeror] making the foregoing identified bid or proposal. To the
best of affiant's knowledge, neither affiant nor any officers, representatives, agents, subcontractors or
employees of offeror have knowingly influenced any government of Guam employee to breach any of the
ethical standards set forth in 5 GCA Chapter 5, Article 11. Further, affiant promises that neither he or
she, nor any officer, representative, agent, subcontractor, or employee of offeror will knowingly
influence any government of Guam employee to breach any ethical standards set forth in 5 GCA Chapter
5, Article 11. These statements are made pursuant to 2 GAR Division 4 § 11103(b).

Signature of one of the following:
Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me
this _____ day of _____, 201

NOTARY PUBLIC
My commission expires _____

Exhibit 5

AFFIDAVIT re CONTINGENT FEES

CITY OF _____)
) ss.
ISLAND OF GUAM)

_____ [state name of affiant signing below], being first duly sworn, deposes and says that:

1. The name of the offering company or individual is [state name of company]

2. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. This statement is made pursuant to 2 GAR Division 4 11108(f).

3. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained a person to solicit or secure a contract with the government of Guam upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. This statement is made pursuant to 2 GAR Division 4 11108(h).

4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

Signature of one of the following:
Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me

this _____ day of _____, 201__

NOTARY PUBLIC
My commission expires _____

EXHIBIT VI

DISCLOSURE OF CONFIDENTIAL OR PROPRIETARY INFORMATION AFFIDAVIT

RFP # - GHURA - COCC - 012- 005

Type of Service Being Offered: _____

Name of Offeror Firm or Individual: _____

TERRITORY OF GUAM)

HAGATNA GUAM)

SS.

_____ being first duly sworn, deposes and

says:

That he is _____ (the respondent, a partner of the respondent, an officer of the respondent) making the foregoing identified bid or proposal; that such bid or proposal is genuine and understands after award, each bid received becomes a part of the public record of procurement. If a respondent is submitting trade secrets or proprietary information, which it wishes to keep confidential, then a written request for non-disclosure must be included with the bid and those portions in the bid which are proprietary must be clearly marked or designated. GHURA will examine the request and determine its validity. If GHURA does not grant the request, then the GHURA must inform the respondent in writing which portion will be disclosed and why. The respondent may then withdraw the bid or submit a request according to law. If the bid is not withdrawn and no protest is received, then GHURA may disclose those portions of the bid for which a non-disclosure request was not granted.

Signature of individual if proposer is a sole Proprietorship; Partner, if the proposer is a Partnership; Officer, if the proposer is a Corporation.

SUBSCRIBED AND SWORN to before me this ___ day of _____, _____.

Notary Public

In and for the Territory of Guam

My Commission Expires: _____

**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 18 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)

- | | |
|------------------------|------------------------------|
| [] Black Americans | [] Asian Pacific Americans |
| [] Hispanic Americans | [] Asian Indian Americans |
| [] Native Americans | [] 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/HA 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. Not required for submission, use form G10

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)

Requirements for Compliance with Requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) Part 136 - Economic Opportunities for Low- and Very Low-Income Persons.

Purpose: The purpose of Section 3 of the Housing and Urban Development of 1968 (12 U.S.C. 1701 u) (Section 3) is to ensure that employment and other economic and business opportunities generated by HUD Financial Assistance shall be directed to Housing Authority Residents and other low- and very low-income persons, particularly those who are recipients of government housing assistance and to business concerns which provide economic opportunities to Guam Housing and Urban Renewal Authority (GHURA) Residents and other low- and very low-income persons.

General Policy Statement: It is the declared policy of GHURA that Equal Employment Opportunities shall be provided for every employee and applicant for employment regardless of race, color, religion, sex, national origin, handicap, or economic status; and, that through the award of contracts to contractors, vendors, and suppliers, that employment and business opportunities be created for residents of GHURA properties and other qualified low- and very low-income persons residing on the island of Guam. This policy does not end with the mere prohibition of discriminatory practices by programs receiving HUD financial assistance or contractors, subcontractors, and vendors contracting with GHURA. GHURA recognizes its obligation as well as the obligation of potential contractors, subcontractors, and vendors, to develop practical steps to achieve the goal of providing meaningful, full-time permanent employment opportunities, as well as business opportunities to GHURA Residents and other Section 3 eligible persons.

Such obligation shall be demonstrated not merely through inclusion of positive or "best effort" steps, but shall result in a reasonable level of success in the recruitment, employment, and utilization of GHURA Residents and other Section 3 eligible persons and businesses in the workforce and subcontracting of work resulting out of the expenditure of HUD funding. GHURA's Board of Commission, through official resolution, shall examine and consider a contractor/vendor's success in providing employment and business opportunities to Authority Residents prior to acting on any proposed contract award.

Numerical Goals for Section 3 Compliance: Consistent with 24 CFR 85.36 (c)(2), Section 3 is a federal statute that expressly encourages, to the maximum extent feasible, a geographic preference in the evaluation of bids or proposals. To that end, GHURA has adopted the following numerical goals for meeting the greatest extent feasible requirement to provide economic opportunities to Section 3 Residents and Section 3 Business Concerns in the procurement and awarding of modernization-funded construction and professional service contracts:

Numerical Goals for Section 3 Compliance

Areas of Focus (Applies to all contracts)	Numerical Goal
Contractor and Sub-contractor Hiring (full-time, part-time, temporary, seasonal) applies to construction and professional service contracts.	30%
Contract Awards (applies to construction contracts.	30%
ALL Other Contract Awards (i.e., services, supplies, professional services)	30%

Recipients and Contractors may demonstrate compliance with the "greatest extent feasible" requirement of Section 3 by meeting the numerical goals set forth in this Section 3 Program for providing training, employment, and contracting opportunities to Section 3 Residents and Section Business Concerns. Efforts to employ Section 3 Residents to the greatest extent feasible should be made at all job levels.

GHURA, in its own operations, shall endeavor to achieve the goals of Section 3 and shall provide equal

responsibility to its contractors, vendors, and suppliers to implement progressive efforts to also attain compliance. In doing so, GHURA shall evaluate contractors' compliance towards achieving the goals of Section 3 and ensure a system of leveling sanctions against contractor, vendor, or supplier for non-compliance and endeavor to take appropriate steps to ensure any such concern is not permitted to participate in future GHURA procurement activities.

The numerical goals established above represent minimum numerical targets and all prospective contractors shall be advised and encouraged to seek Section 3 participation to the greatest extent feasible. Any contractor that meets the minimum numerical goals set forth above will be considered to have complied with the Section 3 requirements. Any contractor that does not meet the numerical goals set forth above has the burden of demonstrating why it was not feasible to meet the numerical goals. In the event no competing contractors were successful in meeting the minimum goals set forth above, GHURA shall consider documentation provided by the contractor evidencing impediments encountered despite actions taken to comply with the Section 3 Requirements. Such evidence shall be subject to the satisfaction of GHURA. Any contractor found to be in non-compliance with Section 3 shall be considered ineligible for award.

All contractors submitting bids/proposals to the GHURA shall be required to complete certifications, as appropriate, as acknowledgment of the Section 3 contracting and employment provisions as required by this section. Such certifications shall be supported with adequate evidence to support representations made. The certifications required to be submitted with the bid/proposal consist of the following:

- Certification for business concerns seeking Section 3 preference.
- Contractor certification of efforts to fully comply with employment and training provisions of Section 3.

Prior to the award of any contract the contractor shall enter into negotiations with GHURA for the purpose of incorporating into the contract a provision for a specific number of Public Housing residents or other Section 3 residents to be trained or employed on the contract. Such resulting provision shall obligate the contractor toward achieving not less than the numerical goals listed above and shall be based on a detailed workforce analysis to be compiled by the contractor and submitted to GHURA prior to award of contract.

Definitions:

Applicant means any entity which makes an application for section 3 covered assistance, and includes, but is not limited to, any, unit of local government, public housing agency, Indian GHURA, Indian tribe, 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 (CHDO), resident management corporation, resident council, or cooperative association.

Contractor means any entity which contracts to perform work generated by the expenditure of section 3 covered assistance, or for work in connection with a section 3 covered project.

Department or HUD means the Department of Housing and Urban Development, including its Field Offices to which authority has been delegated to perform functions under this part.

Employment opportunities generated by section 3 covered assistance means all employment opportunities generated by the expenditure of section 3 covered public and Indian housing assistance (i.e., operating assistance, development assistance and modernization assistance, as described in § 135.3(a)(1)).

Housing development means low-income housing owned, developed, or operated by public housing agencies or Indian housing authorities in accordance with HUD's public and Indian housing program regulations codified in 24 CFR Chapter IX.

HUD Youthbuild programs means 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. 12699), and provide disadvantaged youth with opportunities of 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.

JTPA means the Job Training Partnership Act (29 U.S.C. 1579(a)).

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

New hires means full-time employees for permanent, temporary or seasonal employment opportunities.

Other HUD programs means HUD programs, other than HUD public and Indian housing programs, that provide housing and community development assistance for "section 3 covered projects," as defined in this section.

Public housing resident has the meaning given this term in 24 CFR part 963.

Recipient means 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, IHA, Indian tribe, 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.

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

Section 3 business concern means a business concern; as defined in this section:

- (1) That is 51 percent or more owned by section 3 residents; 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 subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (1) or (2) in this definition of "section 3 business concern."

Section 3 covered activity means any activity which is funded by section 3 covered assistance and Indian housing assistance.

Section 3 covered assistance means:

- (1) Public and Indian housing development assistance provided pursuant to section 5 of the 1937 Act;
- (2) Public and Indian housing operating assistance provided pursuant to section 9 of the 1937 Act;
- (3) Public and Indian housing modernization assistance provided pursuant to section 14 of the 1937 Act.

Section 3 covered contract means 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 project means the construction, reconstruction, conversion, 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 means:

- (1) A public housing resident; or
- (2) An individual who resides in the metropolitan area or non-metropolitan county in which the section 3 covered assistance is expended, and who is:
 - (i) A low-income person, as this term is defined in section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80% 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% 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; or
 - (ii) A very low-income person, as this term is defined in section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)) defines this term to mean families (including single persons) whose incomes do not exceed 50% of the median family income for the area, as determined by the Secretary with adjustments made for smaller or larger families, except that the Secretary may establish income ceilings higher or lower than 50% 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.
- (3) A person seeking the training and employment preference provided by section 3 bears the responsibility of providing evidence (if requested) that the person is eligible for the preference.

Service area means the geographical area in which the persons benefitting from the section 3 covered project reside.

Subcontractor means 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 covered assistance, or arising in connection with a section 3 covered project.

Section 3 joint venture means an association of business concerns, one of which qualifies as a section 3 business concern, formed by written joint venture agreement to engage in and carry out a specific business venture for which purpose the business concerns combine their efforts, resources, and skills for joint profit, but not necessarily on a continuing or permanent basis for conducting business generally; and for which the section 3 business concern:

- (1) Is responsible for a clearly defined portion of the work to be performed and holds management responsibilities in the joint venture; and
- (2) Performs at least 25% of the work and is contractually entitled to compensation proportionate to its work.

Preference for Section 3 Business Concerns (Contracting). GHURA in accordance with Section 3 of the Housing and Urban Development Act of 1968, requires contractors and sub-contractors (including professional service contracts) to direct their efforts towards awarding contracts to Section 3 business concerns in the following order of priority and expend greatest extent feasible efforts to achieve, at minimum, the numerical goals established in this section:

1st Priority - Category 1 Section 3 Businesses

Business concerns that are 51% or more owned by residents of the housing development(s) for which work is performed, or whose full-time, permanent workforce includes 30% of these persons as employees.

2nd Priority - Category 2 Section 3 Businesses

Business concerns that are 51% or more owned by residents of outside development. GHURA Public Housing developments other than the development(s) where the work is performed or whose full-time permanent workforce includes 30% of these persons as employees.

3rd Priority - Category 3 Section 3 Businesses

Business concerns that are designated HUD Youthbuild programs.

4th Priority - Category 4 Section 3 Businesses

Business concerns that are 51% or more owned by a Section 3 resident(s), or whose permanent, full-time

workforce includes no less than 30% Section 3 residents (category 4 businesses), or that subcontract in excess of 25% of the total amount of sub-contracts to Section 3 business concerns. *Under this category, the bidder must submit clear document and certifications for the qualification claimed.*

Preference for Section 3 Residents (Employment & Training) GHURA, in accordance with Section 3 of the Housing and Urban Development Act of 1968, requires contractors and sub-contractors (including professional service contracts) to direct their efforts toward providing training and employment opportunities to Section 3 residents in the following order of priority and expend greatest extent feasible efforts to achieve at minimum, the numerical goals established in this section:

- 1st Priority - Category 1 Section 3 Residents
Residents of the development for which work is performed.
- 2nd Priority - Category 2 Section 3 Residents
Residents of other Public Housing developments outside of the development(s) where the work is performed.
- 3rd Priority - Category 3 Section 3 Residents
Residents of Guam who are participants in HUD Youthbuild programs.
- 4th Priority - Category 4 Section 3 Residents
Other Section 3 Residents.

Certification Procedure. GHURA has its own program of self-certification for individuals and business concerns seeking recognition as a Section 3 resident or Section 3 business concern as defined in this Section 3 Program. GHURA's Resident & Community Services department is charged with administering GHURA's Section 3 certification program. Any individual or business concern seeking Section 3 preferences in the awarding of contracts or purchase agreements shall complete appropriate certification forms and provide adequate documentation as evidence of eligibility for preference under the Section 3 program. An individual or business concern may apply for certification as a Section 3 resident or Section 3 business concern either prior to bidding for Authority work or during the actual bidding process. Any business concern that submits certification for preference after receipt of bid will not be considered eligible for Section 3 preference in the evaluation of that specific bid award. Certifications for Section 3 preference for business concerns must be received by GHURA prior to the submission of bids or along with the bid. Certifications for eligibility as a Section 3 resident may be made at any time. Individuals or business concerns seeking to file for Section 3 preference shall contact:

- A resident seeking preference in training and employment shall certify that he/she is a Section 3 resident by completing the appropriate certification form and attaching adequate proof of Section 3 eligibility.
- A business concern seeking preference in the awarding of a contract or purchase shall certify that the business concern is a Section 3 business by completing the appropriate certification form and attaching adequate proof of Section 3 eligibility as required.

Protest Procedure. GHURA desires to offer to concerned parties a procedure whereby complaints alleging non-compliance with the Section 3 Statute can receive prompt and equitable hearing and resolution. Protests surrounding GHURA's Section 3 program may be submitted in writing to the following person hereby designated as the Section 3 Coordinator:

All complaints of non-compliance with the Section 3 Statute shall conform with the following requirements:

- Complaints shall be filed in writing and shall contain the name, address, and phone number of the person filing the complaint, and a brief description of the alleged violation of the regulations.
- Complaints shall be filed within thirty (30) calendar days after the complainant becomes aware of the alleged violation.
- An investigation as may be appropriate, will follow the filing of a complaint. The investigation will be conducted by GHURA's Section 3 Coordinator. These rules contemplate informal, but thorough

investigations, affording all interested persons and their representatives, if any, an opportunity to submit testimony and/or evidence as may be available and relevant to the complaint.

Written documentation as to the validity of the complaint and a description of the findings or resolutions, if any, will be issued by the Section 3 Coordinator no later than thirty (30) days after the filing of a complaint.

In cases where concerned parties wish to have its complaint considered outside of GHURA, a complaint may be filed with the Assistant Secretary for Fair Housing and Equal Opportunity, Department of Housing and Urban Development, Washington, D.C., 20410. A complaint must be received not later than 180 days from the date of the action or omission upon which the complaints based, unless the time for filing is extended by the Assistant Secretary for good cause shown.

Contractor Certification of Efforts to Fully Comply with Employment and Training Provisions of Section 3

The bidder represents and certifies as part of its bid/offer the following:

- Is a Section 3 Business concern and has submitted the required certification with the bid. A Section 3 Business concern means a business concern:
 1. That is 51% or more owned by Section 3 Resident(s); or
 2. Whose permanent, full-time employees include persons, at least 30% of whom are currently Section 3 residents, or within the last 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% of the dollar value of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs 1 or 2 herein.
- Is Not a Section 3 Business concern but who has and will continue to seek compliance with Section 3 by certifying to the following efforts to be undertaken.

Efforts to award subcontractor to Section 3 concerns (check all that apply.)

- By contacting business assistance agencies, minority contractors associations and community organizations to inform them of the contracting opportunities and requesting their assistance in identifying Section 3 businesses which may solicit bids for a portion of the work.
- By advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, in the common areas of the applicable development(s) owned and managed by the Housing Authority.
- By providing written notice to all known Section 3 business concerns of contracting opportunities. This notice should be in sufficient time to allow the Section 3 business concerns to respond to bid invitations
- By following up with Section 3 business concerns that have expressed interest in the contracting opportunities
- By coordinating meetings at which Section 3 business concerns could be informed of specific elements of the work for which subcontract bids are being sought
- By conducting workshops on contracting procedures and specific contracting opportunities in a timely manner so that Section 3 business concerns can take advantage of contracting opportunities
- By advising Section 3 business concerns as to where they may seek assistance to overcome barriers such as inability to obtain bonding, lines of credit, financing, or insurance, and aiding Section 3 businesses in qualifying for such bonding, financing, insurance, etc.

Where appropriate, by breaking out contract work into economically feasible units to facilitate participation by Section 3 businesses

By developing and utilizing a list of eligible Section 3 business concerns

By actively supporting and undertaking joint ventures with Section 3 businesses

Efforts to provide training and employment to section 3 residents

By entering into a "first source" hiring agreements with organizations representing Section 3 residents

By establishing training programs, which are consistent with the requirements of the Department of Labor, specifically for Section 3 residents in the building trades

By advertising employment and training positions to dwelling units occupied by Category 1 and 2 residents

By contacting resident councils and other resident organizations in the affected housing development to request assistance in notifying residents of the training and employment positions to be filled

By arranging interviews and conducting interviews on the job site

By undertaking such continued job training efforts as may be necessary to ensure the continued employment of Section 3 residents previously hired for employment opportunities.

Name:

Name:

Signature:

Signature:

Title:

Bidder/offeror, if the Bidder/offeror is an Individual
Partner, if the Bidder/offeror is a Partnership
Officer, if the Bidder/offeror is a Corporation

Title:

Bidder/offeror, if the Bidder/offeror is an Individual
Partner, if the Bidder/offeror is a Partnership
Officer, if the Bidder/offeror is a Corporation

Company Name:

Company Name:

Date:

Date:

Subscribed and sworn to before me _____

This _____ day of _____, 20____
My Commission expires _____, 20____