

# GUAM HOUSING AND URBAN RENEWAL AUTHORITY



## REQUEST FOR PROPOSAL (RFP#GHURA-COCC-022-010) BANKING SERVICES

**ISSUED BY:** Guam Housing and Urban Renewal Authority  
177 Bien Venida Avenue  
Sinajana, Guam 96910

**START DATE:** Friday, October 21, 2022  
**DUE DATE:** Monday, November 7, 2022  
**TIME:** 2:00 p.m., ChST.  
**LOCATION:** GHURA Main Office, Sinajana  
**PRE-PROPOSAL CONFERENCE:** Friday, October 28, 2022 at 10:00 a.m., ChST.  
GHURA Main Office, Sinajana

**NAME AND LOCATION OF PROJECT(S)**  
Guam Housing and Urban Renewal Authority,  
117 Bien Venida Avenue  
Sinajana, Guam 96910

**Elizabeth F. Napoli**  
**Executive Director, GHURA**

**PUBLIC ANNOUNCEMENT**

**REQUEST FOR PROPOSAL**

**RFP#GHURA-COCC-022-010**

**PURPOSE: BANKING SERVICES**

This ad is paid with HUD funds by GHURA

The Guam Housing and Urban Renewal Authority is soliciting proposals from qualified financial institutions interested in providing the Authority banking services. GHURA will receive sealed proposals until **Monday, November 7, 2022, at 2:00 p.m., ChST.** at the GHURA Main Office, Sinajana.

Interested institutions may obtain copies of the Request for Proposal (RFP) packages at GHURA Main Office, Sinajana, Guam beginning Friday, October 21, 2022 between Monday through Friday from 8:00 a.m. – 12:00 p.m. and 1:00 p.m. – 4:00 p.m. except on weekends and holidays. The RFP may also be downloaded at GHURA’s website at <https://www.ghura.org/doing-business-us/bidsproposalsrelease-funds/request-proposals>. A pre-proposal conference will be held at the GHURA main office in Sinajana on Friday, October 28, 2022 @ 10:00 am ChST. Deadline for submission of all proposals is on **Thursday, November 7, 2022, 2:00 p.m., ChST.** All proposals must be submitted to the attention of Elizabeth F. Napoli, Executive Director.

A \$50.00 non-refundable fee (cash, money order, or company check) is required for each RFP packet. **Personal checks will not be accepted.** GHURA reserves the right to waive any minor informalities, cancel this solicitation at any time and reject any and all proposals. For any inquiries, please contact Tina Nelson at (671) 475-1356 or by email at [tnelson@ghura.org](mailto:tnelson@ghura.org)

GHURA is an Equal Opportunity Employer

Elizabeth F. Napoli  
Executive Director, GHURA

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# **SECTION 1: INTRODUCTION**

## **1. GENERAL INFORMATION**

Guam Housing and Urban Renewal Authority (The Authority or GHURA) was created as an entity of the Government of Guam on December 18, 1962. GHURA is enabled under Public Law (PL) 6-135, PL 21-148; and Chapter 5 of Title 12 Guam Code Annotated (GCA). The GHURA's mission is to promote the health, safety, and welfare of Guam's people through the provision of safe, decent, and sanitary housing for low to moderate income families; reduction of blighted areas; and the proper planning of community development programs to benefit low to moderate income families.

The administration and operations of GHURA are under the control of a seven (7) member Board of Commissioners, of which one is a resident of GHURA's Public Housing program elected by the residents, all of whom are appointed by the Governor of Guam with the advice and consent of the Guam Legislature.

GHURA is 100% federally funded through the United States (U.S.) Department of Housing and Urban Development (HUD). Currently, GHURA has an inventory of 750 units under the Low-Income Public Housing Program and 2,693 vouchers under the Section 8 Housing Choice Voucher Program.

The Authority has approximately 109 employees and revenues for the year ended September 30, 2022 were approximately \$54,182,454. Currently the primary source of revenues are operating subsidies and grants from the Department of Housing and Urban Development.

## **2. OBJECTIVES OF THE REQUEST FOR PROPOSALS (RFP) PROCESS**

GHURA seeks competitive proposals from qualified financial institutions interested in providing The Authority banking services as outlined in the Scope of Services section of this proposal. GHURA's goal is to enter into a five (5) year term to obtain required banking services in the most efficient and cost-effective manner available.

Interested banks are invited to submit a written proposal, outlining your bank's ability to provide the services and the bank's fees for the services, as outlined in this RFP.

## **3. MINIMUM QUALIFICATIONS (REQUIRED DURING THE CONTRACT PERIOD)**

To be considered for selection, proposing banks must have at least the following qualifications. Please indicate for each item listed below whether you meet the requirement. If not, please explain.

- Be a federal or Guam chartered financial institution to act as or is a qualified depository for public funds.
- Be a full-service bank in good standing among other comparable banks. The bank must have established offices in Guam and maintains a branch within 5 miles of the GHURA Main Office in Sinajana.
- A member of the Federal Reserve System and have access to all services.
- Be capable of providing the full range of services required by this RFP. All HUD forms must be completed at the time of signing.
- Be able to initiate and receive FED wires.
- Be insured by the FDIC. Must be insured by the FDIC and collateralize bank assets in excess of insured amounts per HUD Regulations.

- Must have an executed HUD form 51999, General Depository Agreement, or be willing to execute the form (without changes) at the time of signing the proposal (form attached).
- In compliance and good standing with the Community Reinvestment Act.
- Sufficiently capitalized to accommodate GHURA's cash management needs.
- Experienced in providing banking services for other large organizations, preferably other municipalities.
- Equipped with electronic data interchange (EDI) capabilities as they are developed.

#### 4. PROPOSAL PROCESS

GHURA has made every effort to include enough information in this RFP for a bank to prepare a responsive proposal. GHURA encourages banks to submit the most comprehensive and competitive proposal possible. GHURA reserves the right to retain all proposals submitted and to use any ideas in a proposal, unless protected by copyright, regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in the RFP, unless clearly and specifically noted in the proposal submitted, and confirmed in the contract between GHURA and the bank selected.

##### **Informalities and Irregularities**

GHURA reserves the right to reject any and all proposals or cancel all or part of this RFP. GHURA has the right to waive minor defects or variations of a proposal from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a respondent with the proposal for GHURA to properly evaluate the proposal, GHURA has the right to require such additional information as it may deem necessary after the time set for receipt of proposals, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured.

GHURA will not reimburse the respondents to this RFP for any expenses incurred in preparing proposals, or for the attendance of the pre-proposal conference or interviews. This RFP does not obligate GHURA to accept or contract for any services.

#### 5. PROCUREMENT TIMELINE

<b>Distribution of RFP and 1st Advertisement</b> .....	Friday, October 21, 2022
<b>Pre-proposal conference</b> .....	Friday, October 28, 2022, 10:00 a.m., ChST.
<b>Final questions to GHURA pertaining to bid</b> .....	Tuesday, November 1, 2022, 5:00 p.m., ChST.
<b>GHURA responses to submitted questions (if any)</b> .....	Thursday, November 3, 2022, 5:00 p.m., ChST.
<b>Proposal submission</b> .....	Monday, November 7, 2022, 2:00 p.m., ChST.
<b>Evaluation Committee review</b> .....	Tuesday, November 8, 2022 to Wednesday, November 9, 2022
<b>Interviews with banks with highest score</b> .....	Monday, November 14, 2022
<b>Receive best and final offer from bank</b> .....	Tuesday, November 15, 2022
<b>GHURA BOC approval of potential awarded bank</b> .....	<i>TENTATIVE DATE</i>
<b>Notification to all proposers</b> .....	<i>TENTATIVE DATE</i>

## **A. Distribution of RFP**

The RFP package will be available at GHURA Main Office, Sinajana, Guam beginning Friday, October 21, 2022 between Monday through Friday from 8:00 a.m. – 12:00 p.m. and 1:00 p.m. – 4:00 p.m. except on weekends and holidays. The RFP may also be downloaded at GHURA's website at <https://www.ghura.org/doing-business-us/bidsproposalsrelease-funds/request-proposals>

## **B. Pre-proposal conferences**

Pre-proposal conference as appropriate, may be conducted in accordance with Title 2 of the Guam Administrative Rules and Regulations (G.A.R.), Division 4, Chapter 3, § 3109(g)(4) (Pre-Bid Conferences). Such a conference may be held any time prior to the date established for submission of proposals.

A pre-proposal conference will be held to allow all interested bank representatives to ask questions for the mutual benefit of all involved. GHURA will meet collectively with bank representatives seeking additional information about the proposal process and the RFP. The pre-proposal conference is scheduled for Friday, October 28, 2022, 10:00 a.m., ChST., at the GHURA Main Office, Sinajana. **This pre-proposal conference is non-mandatory.**

## **C. Proposal Submission**

Proposals must be delivered to GHURA Main Office in Sinajana no later than Monday, November 7, 2022, 2:00 p.m., ChST.

## **D. Proposal Review**

Staff will submit to the review committee a report that evaluates all proposals and summarizes the findings. The review committee will evaluate each proposal submitted. It is anticipated that the review process will be completed by Wednesday, November 9, 2022, 5:00pm ChST.

## **E. Interview with the Finalist(s)**

The bank with the highest evaluation score will be sent a request to meet with GHURA. The bank should send at a minimum, the people who will work directly with GHURA, their supervisor, and the account representative.

## **F. Proposals Accepted**

GHURA's Board of Commissioners will make final selection based on the committee's review and interviews. After the selection is made, the bank will have up to thirty (30) days to complete negotiations. If negotiations do not result in the execution of a contract in the allotted time, GHURA will give notice to the bank that GHURA will contact the next most qualified proposing bank or call for new proposals. The selected bank will be required to sign a GHURA contract. A copy of the contract will be made available upon request.

## **G. Notification**

We anticipate sending written notification to all banks regarding the outcome of the review and contract award process after BOC approval..

## **H. Implementation**

The bank to which the contract is awarded will be required to coordinate with GHURA's Fiscal Department and MIS Department; all activities necessary to ensure a smooth transition. Conversion activities will begin upon notification and projected completion date is January 5, 2023.

The Supply Management Administrator will make every effort to administer the proposal process in accordance with the terms and dates discussed in this RFP. However, GHURA reserves the right to modify the proposal process and dates as deemed necessary.

## **SECTION 2: PROPOSAL INSTRUCTIONS**

### **1. INTENT**

The intent of this RFP is to select one financial institution to provide banking services required by GHURA.

### **2. PROPOSAL FORM**

A proposer must use the forms provided in this RFP.

### **3. NO PROPOSAL**

If a proposer cannot meet a service requirement, then the term "No Proposal" should be entered on the proposal form for that specific requirement. In the case of a "No Proposal" remark, the proposer may offer an alternative equivalent service.

### **4. SEALED PROPOSALS**

A proposal must be submitted in two separate envelopes or packages bearing the proposers name & address. The proposer shall return four (4) bound copies and one (1) unbound copy of completed proposal forms and other pertinent information (call reports, annual financial reports, availability schedules, etc.) marked Envelope #1 - RFP#-GHURA-COCC-022-010 - Banking Services Technical Proposal and a separate envelope containing pricing information marked Envelope #2 - RFP#-GHURA-COCC-022-010 - Banking Services Pricing Information Only.

GHURA – Banking Services RFP Response Attn: GHURA, 117 Bien Venida Avenue, Sinajana, Guam 96910.

It is the responsibility of the proposer to ensure that the proposal arrives on time at the right location. And the \$50.00 non-refundable fee (cash, money order, or company check) is paid at least one (1) day prior to closing date. Any proposals received after the submission deadline will be disqualified.



## **5. PUBLIC INFORMATION**

All submitted proposals and information included therein or attached thereto shall be the property of GHURA and may become public record after award of contract.

## **6. CONTACT OFFICE**

All questions or inquiries pertaining to this RFP will be handled by GHURA Procurement Division.

### **GHURA Contact:**

Tina Nelson, Supply Management Administrator (Acting)

Tel: 671-475-1356

Email: [tnelson@ghura.org](mailto:tnelson@ghura.org)

## **7. PROPOSAL BINDING**

Proposals, including all promises, warranties, commitments and representations made in the successful proposal shall be binding and may become contractual obligations, incorporated by reference in the contract. ACH, wire transfer agreements and credit card agreements will be signed in conjunction with the execution of the banking services contract.

## **8. ELECTRONIC DATA INTERCHANGE**

The contract will require the bank to provide technical support for Electronic Data Interchange (EDI) at no additional cost to GHURA.

## **9. TRADE SECRETS AND PROPRIETARY DATA**

Offerors may designate those portions of their proposal that contain trade secrets or proprietary data to be confidential. Designated portions must be explicitly marked "CONFIDENTIAL".

# **SECTION 3: BANK EVALUATION**

## **1. REPORT OF CAPITAL AND SURPLUS**

The bank selected to perform banking services shall maintain a capital structure in compliance with all current federal regulations.

## **2. COLLATERAL FOR DEPOSIT OF COLLECTED FUNDS**

The bank selected to perform banking services shall comply with HUD requirements as amended or replaced from time to time.

## **3. REQUIRED FINANCIAL INFORMATION**

Each proposer shall submit copies of their quarterly audited reports for the past two (2) years and their annual financial report for the past three (3) years. If the proposing bank is owned by a holding company, submit financial statements for both proposing bank and holding company bank. Each proposer shall

disclose in the proposal any regulatory agreement the proposer is under (e.g., Memorandum of Understanding, formal agreement or cease and desist order). These reports will be used by GHURA to determine the financial strength of the proposer. The successful proposer shall, during the term of the contract, furnish to GHURA updated issues of each report in a timely manner.

#### **4. SELECTION COMMITTEE**

A selection committee will judge the merit of each proposal received. The sole objective of the evaluation will be to recommend the entity whose proposal is most responsive to GHURA's needs. The specifications of the RFP represent the minimum performance necessary for response. Proposals for additional optional services will be considered during the final selection.

#### **5. SELECTION OF BEST QUALIFIED PROPOSER AND PROPOSAL**

- A. After the technical evaluation, the evaluation committee will assign a final score to each Proposal, establishing a ranking of the acceptable Proposers deemed to be the best qualified to provide the required service, from highest to the lowest score. The evaluation committee will then request the Highest Ranked/Best Qualified Proposer to submit a cost proposal and negotiations will begin with the Highest Ranked/Best Qualified Proposer.
- B. Should negotiations be unsuccessful with the Highest Ranked/Best Qualified Proposer, GHURA may begin negotiations with the next Highest Ranked/Best Qualified Proposer. Once the evaluation committee decides to negotiate with the next Highest Ranked/Best Qualified Proposer, the previous Proposer will not be considered for negotiations again.

#### **6. SCORING CRITERIA REQUIREMENTS (100 POINTS)**

- A. Capability- Capability of the bank to provide the required services. (20 Points)
- B. Related Experience - The bank's experience in providing services similar to GHURA as well as dedicated resources and personnel. The bank's references will play a major role in this criteria. (20 Points)
- C. Firm Stability - The bank's financial strength; GHURA's evaluation of the banking institution; credit quality ratings; bank's reputation for service and integrity in the banking industry; status of any potential merger/acquisition. (10 Points)
- D. Charges for Services -The number of standard charges and the concession pricing structure proposed. (5 Points)
- E. Contact Personnel - The professional credentials and experience of the bank's designated account executive would be assigned to GHURA, including front-line contacts and their supervisors. The bank's commitment to customer service, the bank's designated account executive, who will serve as the single contact for problems/questions, and the ease of problem resolution will be highly considered. (5 Points)
- F. Information Systems - The systems available to GHURA will enable to electronically interface with the bank by using computers and mobile devices. System descriptions are mandatory for both

software and hardware (end user) to include resource requirements, functionality, security, and contingency as demonstrated by an audit of the bank's Information Technology system as well as the responsiveness to bid info. (20 Points)

- G. Quality and Detail of Reports- The quality, detail provided, ease of reading, and flexibility of daily reports and monthly reports in hard copy and electronic format. (5 Points)
- H. Account Analysis - The quality and comprehensiveness of the bank's monthly account analysis statement. (5 Points)
- I. Conversion Plan - The thoroughness of the plan and resources available to ensure a smooth transition. (5 Points)
- J. Service Enhancements- The bank's effort to understand GHURA's banking needs and goals with the objective to introduce new technologies (i.e., banking products) that may improve GHURA's future banking and cash management performance. (5 Points)

## **SECTION 4: SCOPE OF BANKING SERVICES**

GHURA's intent is to select a bank that can provide Banking Services at a high level of service at the most reasonable cost. Proposers must complete the forms provided in Exhibit A of this RFP. Proposers may provide the same information in an alternate form but only as an addition to these forms.

### **1. CONTRACT TERMS**

- A. Contract Period: The selected institution shall be designated as GHURA depository and banking services for a five (5) year term which is anticipated to commence on or about December 5, 2022.
- B. Termination of Contract: The contract shall provide that GHURA reserve the right to terminate the contract at any time upon ninety (90) days prior written notice.

### **2. CURRENT BANKING SERVICES**

#### Description of Current Bank Accounts

The Authority currently has primarily one banking institution that handles all of its cash management needs. The accounts and types of services currently used by the Authority are described below. GHURA reserves the right to increase or decrease the number of accounts required to meet its banking services objectives.

- A. General Operating Account: There are thirty-seven (37) accounts that are used for almost all deposit, investment and transfer activity. In addition, reconciliation services are provided for the accounts. Our current accounts are outlined below.
  - General: The general operating checking accounts are demand deposits and interest-bearing accounts. They are GHURA's main accounts. All revenues and disbursements from GHURA are processed through these accounts.

- The general accounts receive currency and checks from GHURA's Office. All accounts payable and payroll checks are issued on these accounts.
- Accounts Payable - An average of thirty (30) accounts payable checks are issued bi-weekly, with occasional manual checks. The average biweekly issuance is approximately \$400,000-\$500,000.
- Payroll- An average of 110 payroll checks are issued biweekly via direct deposit with an amount of \$150,000 and about 2,000 direct deposits for Landlord payments and Tenant Utility Reimbursements with an average of \$4.0 Million processed monthly. Occasional manual checks are issued for payroll or landlords/reimbursements. Direct deposit payroll is addressed in item 3.K.
- GHURA shall be provided 24/7 access to an on-line, internet-based bank balance reporting system via mobile device and GHURA's computer system no later than 6:30 a.m. Chamorro Standard Time (ChST) for previous business day transactions.

B. Other Accounts: Market Rate Account -- GHURA an interest-bearing account for quick transfers from the General Accounts, to invest excess money on a short-term basis before investing or to transfer money back to the General Accounts to meet cash-flow purposes.

### 3. ACCOUNT MAINTENANCE SERVICES

- A. On-Line Wire/ACH Transfers: GHURA wires funds online on a repetitive and non-repetitive basis to other banks. GHURA has fourteen (14) outgoing wires/ ACH transfers per month. Repetitive wires are issued, as needed, for purchase of investments. Non-repetitive wires average twelve (12) per month. GHURA has an average of twelve (12) incoming wires per month. GHURA also utilizes online payment of FICA tax payments.
- B. On-line Stop Payments: It is estimated that GHURA will issue an average of one (1) stop payment per month.
- C. Printing: GHURA provides checks and the bank supplies deposit slips printed in double to GHURA's specifications. At this time, four (4) types of deposit slips supplied on the general accounts one for cash, and two for checks (one encoded, one un-encoded).
- D. Non-Sufficient Funds (NSF): On average five (5) checks deposited monthly may eventually be returned. GHURA currently requires checks to be sent through a second time by the bank before they are charged to the account. The only exceptions would be checks that have no possibility of being good (e.g., "account closed," "refer to make" and the like). Returned checks are mailed to GHURA 117 Bien Venida Avenue, Sinajana, Guam 96910 on the day the checks are debited on the account.
- E. Daily On-Line Reports: GHURA has daily access via internet to the activity deposited to its cash account on the previous day.
- Ledger balance
  - Collected balance
  - 1 day float/ 2-day float
  - 3 day and over float
  - Beginning balance, summary debits, summary credits, and ending balance
  - Detailed debits with description
  - Detailed credits with description
  - Detailed adjustments for float adjustment

This information is made available on-line to GHURA no later than 6:30 a.m. Chamorro Standard Time (ChST) of the following business day or the bank provides alternative methods of transmitting

this information to GHURA. The detailed credit information section of the report should include a detailed description of the deposit.

- F. Daily and Monthly Statements and Electronic Transactions: GHURA receives daily bank statements on those general accounts which receive tenant and or customer coupon payments, along with original or legible scanned copies of the original coupons presented at the bank. All processed coupon transactions are made available electronically, on-line via internet access. If on-line internet access is not available, hard copy statements must be made available for pick up by 2:00 p.m. of the following business day. An electronic encrypted ASCII file containing daily processed coupon payments must be submitted each following business day via email or other suitable electronic media. This file contains necessary formatted information to interface with the Authority's housing and financial software. For other accounts, GHURA requires monthly account statements that show a listing of deposits and withdrawals with detail and the amount of interest earned on interest-bearing accounts per month within five (5) business days after month end. Numeric check sorting will be completed by the bank. Monthly statements shall be made available electronically, on-line via internet access. If not, available hard copy statements must be made available for pickup by 2:00pm of the following business day.

If the proposing bank has a standard reconciliation product, please provide a detailed description as well as any differentiating characteristics. Also, provide a full range of modes of communication possible with your product and any enhancements that are available to reduce time and/or costs, improve check fraud prevention, streamline data presentation, etc. This information should be submitted as a separate addendum to Exhibit I.

- G. Account Analysis Statements: GHURA requires a full account analysis on a monthly basis. The format for the analysis should be designed to accommodate the information contained in the contract. The analysis must identify the quantity, unit charge, and extended price for all items charged. The earnings credit for collected balances and earnings rate shall be shown on the analysis. The Bank shall deliver the Account Analysis Statement to GHURA no later than fifteen (15) calendar days following the end of the statement period.
- H. Cash Management/Sweep Account: GHURA may require the Bank to provide a sweep feature to the cash clearance account to be used at the option of the administrators assigned to the account (currently GHURA EXECUTIVE DIRECTOR and the Controller) in order to permit excess collected balances remaining in the account to be automatically invested in a money market or government fund on an overnight basis. The cash account should always effectively have a zero collected balance with the sweep target balance for investment purposes set at zero.
- I. Credit and Debit Card Processing: GHURA would like the capability to, but does not currently accept MasterCard and Visa payments. The bank shall propose an electronic system which will give card authorizations and automatically deposit funds into GHURA's account. Describe the use of the proposed machine and the depositing process. The machine should be capable of giving intraday and daily subtotals by clerk number and by event number. The bank may be requested to provide service to several departments within GHURA. The ability to identify deposit transactions by department will be very important.
- J. Deposit Services: The bank shall credit all deposits received as good ledger balance funds for the same day. The bank shall identify the latest time and vault or branch (es) where final daily deposits will be accepted.
- K. Payroll Direct Deposit: GHURA processes payroll internally once every two (2) weeks for approximately 110 employees. The total dollar volume for each payroll period is about \$150K, of

which all are processed electronically via NACHA Standards as a direct deposit into various banks. Please describe deadlines required to ensure direct deposit payroll is deposited bi-weekly.

- L. Resource Personnel: The bank shall identify a dedicated account executive in its operations or government services department who is available to answer questions pertaining to transactions which require a more detailed explanation and who has the ability to commit substantial periods of time to GHURA's accounts if necessary. Qualifications and experience must be listed for the principal representative. If the bank is asked to come to GHURA for an interview, this person must attend the meeting. GHURA shall be advised immediately of a change in representatives.
- M. New Accounts: If GHURA develops a need for additional accounts or services during the life of the contract, those new accounts or services shall be provided with the same conditions as applied to existing accounts at the time. If the Federal Reserve or other regulatory bodies provide for the establishment of new accounts or other regulations which are favorable to GHURA, the bank shall make those new services available to GHURA.
- N. Cashier's Checks: The bank will provide occasional cashier's checks for use by GHURA at no cost to GHURA.

#### **4. OTHER REQUIRED SERVICES**

- A. Training/Systems Support: The bank shall provide on-site training to GHURA personnel in the use of bank's systems as well as ongoing support and detailed operating manuals throughout the term of the contract. The bank shall provide direct bank contact information for GHURAs account representatives.

The bank shall give GHURA a minimum of thirty (30) calendar days' notice of any changes to the bank's system that may impact GHURA's operations or computer.

- B. Audit: The bank will be required to respond to audit confirmations and other requests for data at least annually or as needed by GHURA and GHURA's internal and external auditors. The bank may be requested to permit the auditors to conduct on-site inspection of transactions or review the bank's system of internal control.
- C. Overdraft Protection: If GHURA is overdrawn, please provide information on your overdraft protection plans that would cover GHURA's accounts. If this service is not necessary because of protective features in another positive pay, money market plan, (e.g., sweeps, etc.) please provide that information as well.
- D. Earnings Credit: The bank will provide GHURA with an Earnings Credit Rate (ECR) to be applied against any balances not automatically invested out of the Demand Deposit Account.

The bank will identify the publicly available index used to determine the ECR which will be used for the duration of the contract term.

- E. Credit Card: GHURA request credit cards for use and have amounts established by GHURA Board policy.
- F. Additional Reporting Requirements: Based on system data reporting, GHURA may request for additional information to be provided.

- G. Coupon Processing Capabilities for public housing, elderly, down payment and closing costs, home rehab loan re-payment programs.

GHURA requires daily bank statements for accounts having coupon activity (receiving coupon payments or other transactions), by 2:00 p.m. the following business day. These statements must be electronically reflected via on an online internet-based system. Electronic images of coupons and corresponding check payments or other relevant documentation shall also be made available.

Additionally, an electronic encrypted ASCII file containing daily processed coupon payments must be submitted each following business day via email or other suitable electronic media. This file contains necessary formatted information to interface with the Authority's housing and financial software.

## **5. PRICING OF BANKING SERVICES**

GHURA, at its sole discretion, will determine whether it will pay fees directly for services used, or apply earnings credit for compensating balances, or a combination thereof. GHURA will also consider any other optional methods of payment that the bank may propose. GHURA normally receives monthly analysis statements. The bank shall describe various reimbursement options and payment schedules which it can offer. The analysis payment will not be automatically debited from the Demand Deposit Account.

GHURA requires that the bank offer the following options for payment of services.

- A. **Compensating Balances:** GHURA requires a "No Fee" and account compensating balance for new client accounts. Existing clients will be offered the same No Fee and account compensating balance.
- B. **Direct Payment:** Under this approach, no compensating balance will be maintained by GHURA. GHURA will pay for actual charges for services provided. If GHURA elects this method, payment will be made by check upon receipt of an invoice identifying the volume of transactions, the unit prices and the total amount due.
- C. **Combination Compensating Balances and Direct Payment:** In this method the bank will use GHURA's balances for compensating balances as in "A" above, but GHURA will not be required to maintain balances at a certain level. At the end of the year, if there are adequate balances to cover the services provided, the excess will be carried over to the next year. If there are not adequate balances, the Bank will invoice GHURA for the net difference between the cost of services provided and the compensation provided from the balances.
- D. **Other:** The bank may wish to propose an alternative to the three options described here. If that is the case, please describe the method in detail and include calculations.

## 6. PROPOSAL SUBMISSION PACKAGE OVERVIEW -BANKING SERVICES

The Proposal Submission Package is composed of the following:

Description	Exhibit
Proposal Cover Sheet	Exhibit A
Bank Contract Information	Exhibit B
Account Maintenance Information	Exhibit C
<b>Pro-forma Pricing Matrix</b>	<b>Exhibit D (Submit in envelope #2)</b>
Price of Banking Services	Exhibit E
Interest Earnings Proposal	Exhibit F
Required Banking Services/Account Maintenance Services	Exhibit G
Other Required Services	Exhibit H
Additional Information	Exhibit I
Enhancement Services	Exhibit J
References	Exhibit K

To be an acceptable proposal all of the documents listed above must be included with the submittal. In addition, the following attachments are required:

- Annual reports for the past three (3) years.
- An affidavit by one of the bank's officers stating the amount of its capital stock and surplus.
- Samples of ALL standard statements and reports referenced in the proposal.
- Financial Institution's Information Technology system audit.
- If the bank is proposing alternatives or non-substantial deviations to the required services, a full description and justification for the proposed alternative or deviation must be included with the proposal.
- If the bank is proposing to provide optional services, a full description of each service must be included with the proposal.
- List the location of the bank's branch office. Describe how deposits made to this account by the HUD will be credited to GHURA's account
- If the bank offers a system for automatic investments of all collected balances in GHURA account, please describe how this will work.
- Submit a funds availability schedule. The bank must guarantee availability of funds to GHURA on terms at least as favorable as stipulated on the fund's availability schedule.
- Will the bank be able to provide a Monthly Bank Balance History Report that includes ledger balance and deposit Float Analysis by day for the monthly reporting period? Please explain. (This report shall detail the daily balance history for the account by describing the, ledger balance, collected balance, and one and two-day float on each day of the reporting period.)
- Bank must offer business continuity/contingency planning for continuity purposes.



- Positive pay is a banking service that is increasing in popularity to prevent check fraud. Please describe in detail the way your positive pay service works, other options, if any, the hardware needed and the cost.
- New customer payment options are increasing as online services become more commonly utilized. Please provide information regarding direct debit and other "L" electronic bill payment services.
- Transaction indicators and estimated quantities were provided in the pro-forma pricing matrix. It is assumed that itemization of the costs provided in the proposal will fully compensate the bank for all required services. In the event that additional itemization of transactions is required by the bank in order to be fully compensated for required services, spaces have been provided on the form which should be completed in full by the bank. If estimated transactions volumes are required to complete the pro-forma pricing matrix for additional items, the proposer should contact GHURA in writing for the information. GHURA's written response will be distributed to all banks that registered at the mandatory pre-proposal conference.

## **7. PROPOSAL SUBMISSION PACKAGE -BANKING SERVICES OVERVIEW: EXHIBITS**

*Exhibit A - Proposal Cover Sheet*

*Exhibit B- Bank Contact Information*

*Exhibit C- Account Maintenance Information*

*Exhibit D - Pro-forma Pricing Matrix*

*Exhibit E - Pricing of Banking Services*

*Exhibit F - Interest Earnings Proposal*

*Exhibit G - Required Banking Services/ Account Maintenance Services*

*Exhibit H - Other Required Services*

*Exhibit I- Additional Information*

*Exhibit J- Enhancement Services*

*Exhibit K- References*

**8. REQUIRED FORMS (CERTIFIED OR NOTORIZED as indicated)**

1. AG Procurement **Form 002**- AFFIDAVIT RE ETHICAL STANDARDS (4 pages)
2. AG Procurement **Form 003**- AFFIDAVIT RE NON-COLLUSION
3. AG Procurement **Form 004** – AFFIDAVIT RE GRATUITIES OR KICKBACKS
4. AG Procurement **Form 005** – AFFIDAVIT ETHICAL STANDARDS
5. AG Procurement **Form 006**-DECLARATION RE COMPLIANCE WITH U.S. DOL DETERMINATION
6. AG Procurement **Form 007**- AFFIDAVIT RE CONTINGENT FEES
7. Section 3 GHURA **Form 0012** -AFFIDAVIT RE ETHICAL STANDARDS
8. **Good Standing** Affidavit
9. General Depository Agreement U.S. Department of Housing and Urban Development **Form 5199**
10. Certifications & Representation of Offers Non-Construction Contract **Form HUD 5369C**
11. **Disclosure of Confidential or Proprietary Information** Affidavit

EXHIBIT A  
PROPOSAL COVER SHEET

Date: \_\_\_\_\_

Guam Housing and Urban Renewal Authority  
EXECUTIVE DIRECTOR's Office  
117 Bien Venida Avenue  
Sinajana, Guam 96910

**BANKING SERVICES PROPOSAL**

We have read GHURA's Request for Proposal and fully understand its intent. We certify that we have adequate personnel, equipment and facilities to fulfill the requirements. We understand that our ability to meet the criteria and provide the required services will be judged by GHURA's EXECUTIVE DIRECTOR office and the review committee, and be approved by GHURA's Board of Commissioners.

We have attached the following:

1. Four exact bound copies of the completed proposal forms,
2. One copy of the proposal forms, unbound and suitable for duplication,
3. Annual financial reports for the past three (3) years,
4. Samples of ALL standard statements and reports (daily reports, monthly statements, monthly analysis statement, wire confirmations via computer, stop payment confirmations via computer, etc.)
5. Financial Institution's Information Technology system audit.

We further certify that we have filed with GHURA an affidavit by one of our officers of the amount of this institution's capital stock and surplus.

It is understood that the above information will be used as evidence of our ability to meet the capital structure requirements necessary to service the account.

It is further understood that all information included in, attached to, or required by the Request for Proposal shall become public record upon its delivery to GHURA.

Submitted by:

\_\_\_\_\_  
Bank

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Authorized Signature Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature Title

\_\_\_\_\_  
Date

**EXHIBIT B  
BANK CONTACT INFORMATION**

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**BANK SUBMITTING PROPOSAL:** \_\_\_\_\_

**PROPOSAL SUBMITTED BY:**  
\_\_\_\_\_

**LOCAL BRANCH:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CONTACT PERSON PHONE NUMBER**  
\_\_\_\_\_

**CORRESPONDING BANK (if applicable)**  
\_\_\_\_\_

EXHIBIT C  
ACCOUNT MAINTENANCE INFORMATION

BANK SUBMITTING PROPOSAL: \_\_\_\_\_

We agree to furnish the following account maintenance information at the time specified below. We understand that the times are general standards established by GHURA EXECUTIVE DIRECTOR and that any other time may be proposed for furnishing the information.

<u>Service Description</u>	<u>Suggested Standards</u>	<u>Proposed</u>
Daily Account Balance	Reporting 6:30 a.m. next banking day	
_____	Daily Statements	2:00 p.m.
the next banking day	_____	Monthly
Statements	5 business days after month end	_____
Monthly Analysis Statement	10 business days after month end	_____

EXHIBIT D  
PRO-FORMA PRICING MATRIX  
Page 1 of 2

BANK SUBMITTING PROPOSAL:

Services	Unit Price	Total Direct Fee Price	Compensating Balance
<b>General Account Services :</b>			
Acct Maint W/Check Return			
Multiple Statement Addresses			
Concentration Account			
Zero Balance checking			
Checking			
Savings			
Checks Posted			
<b>Depository Services:</b>			
Branch Processed Deposit			
Returned Items			
Vault Deposit-Regular Hours			
Central/Vault Currency Deposit			
Vault Deposit - Extended Hours			
Cks Dep- Fully Encoded On-Us			
Cks Dep - fully Enc All Other			
Checks Deposited - On-Us			
Checks deposited Non-On-Us Items			
Deposited Item Returned			
Deposited Item Recleared			
<b>Paper Disbursement Services:</b>			
Checks Paid Against Account			
PC Stop Pay - 12 Month			
PC Stop Pay - Permanent (new)			
PC Stop Pay - Conf Rpt Items			
<b>Paper Disb Recon Services:</b>			
Electronic Reconciliation			
<b>General ACH Services:</b>			
Electronic Collection Services			
Electronic Disbursement Services			
ACH online-incoming/outgoing			
Payroll Direct Deposit			
Other Direct Deposit- incoming			
PC Tax Payment			
EPS Debits Received On-Us			
EPS Credits Received On-Us			
EPS Credits Received From ACH			

EXHIBIT D  
 PRO-FORMA PRICING MATRIX  
 Page 2 of 2

BANK SUBMITTING PROPOSAL:

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Services	Unit Price	Total Direct Fee Price	Compensating Balance
Wire, ACH & Other Funds Transfer Services:			
Outgoing Fed wire- Authorized			
Telephone Transfers			
Incoming Wire Transfer			
Funds Transfer Advice Mail			
Wire Transfer Repetitive Storage			
Wire Transfer System Maintenance			
Information Services:			
PC Prev Day Balance Rpt			
PC Prev Day Detail Rpt			
Wire Transfer System Maintenance			

EXHIBIT E  
PRICE OF BANKING SERVICES FOR GHURA  
Page 1 of 2

BANK SUBMITTING PROPOSAL: \_\_\_\_\_

A. Compensating Balances: Provide all formulas and a detailed explanation of the method used to calculate the balance requirements necessary to compensate for the required services. Will the compensating balance be based on ledger or collected balances? Will the excess or deficit earnings be carried forward to future periods? Will the bank agree to a twelve-month period for calculating the compensating balances? Define all terms.

B. Direct Payment: The individual costs and the total for the required services should be listed on the Proforma Pricing Matrix. If not, please explain.



EXHIBIT E  
PRICE OF BANKING SERVICES FOR GHURA  
Page 2 of 2

BANK SUBMITTING PROPOSAL: \_\_\_\_\_

C. Combination Compensating Balances and Direct Payment. Please explain the method of calculating net payments.

D. Other: Describe any other method of payment that the bank would like to propose. Explain in detail and include calculations.

EXHIBIT F  
INTEREST EARNINGS PROPOSAL

BANK SUBMITTING PROPOSAL: \_\_\_\_\_

Interest bearing account proposal:

<u>Account:</u>	<u>Type of Account:</u>	<u>Average Interest Rate For the Month of:</u>	<u>Basis of Determining Rate*:</u>
Operating:	_____	_____	_____
Savings:	_____	_____	_____
Sweep:	_____	_____	_____
Market:	_____	_____	_____
Rate Other:	_____	_____	_____

Please identify the particular investment GHURA funds will be invested in if Bank elects to provide an investment option not directly related to the Bank. The “external” investment must comply with GHURA’s investment policy.

\*(Percent of federal funds rate, percent of prime, percent of T-Bill, discount rate, etc.)

EXHIBIT G  
REQUIRED BANKING SERVICES/ACCOUNT MAINTENANCE SERVICES  
PAGE 1 of 8

GHURA requires four demand deposit accounts. These accounts are described in section 4.2 (page 8): “scope of banking services”. Based on information furnished, recommend alternatives if there may be additional benefits to GHURA.

Explain how these accounts will be maintained, where they will be located, how GHURA will contact the bank for corrections of discrepancies, additional services, etc.

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EXHIBIT G  
REQUIRED BANKING SERVICES/ACCOUNT MAINTENANCE SERVICES  
PAGE 2 of 8

The following account maintenance services are required services. For each item, describe the bank's procedures, GHURA's participation and contingency plan, safeguards, passwords, etc., that would be needed to initiate the service. Also include any additional information that you want GHURA to know. Include samples if it would be beneficial.

A. ON-LINE WIRE TRANSFERS/ACH:

B. ON-LINE STOP PAYMENTS:

EXHIBIT G  
REQUIRED BANKING SERVICES/ACCOUNT MAINTENANCE SERVICES  
PAGE 3 of 8

C. PRINTING – deposit slips may be printed with GHURA’s name, address, and an identifier number.

D. NON-SUFFICIENT FUNDS (NSF):

EXHIBIT G  
REQUIRED BANKING SERVICES/ACCOUNT MAINTENANCE SERVICES  
PAGE 4 of 8

E. DAILY ON-LINE REPORTS – Describe the banks method for providing bank balances and credit detail information by 6:30am Chamorro standard time (ChST). Include a sample of the bank report:

F. DAILY AND MONTHLY STATEMENTS:

EXHIBIT G  
REQUIRED BANKING SERVICES/ACCOUNT MAINTENANCE SERVICES  
PAGE 5 of 8

G. ACCOUNT ANALYSIS STATEMENTS:

H. CASH MANAGEMENT/SWEEP ACCOUNT:

EXHIBIT G  
REQUIRED BANKING SERVICES/ACCOUNT MAINTENANCE SERVICES  
PAGE 6 of 8

I. CREDIT AND DEBIT CARD PROCESSING:

J. DEPOSIT SERVICES:



EXHIBIT G  
REQUIRED BANKING SERVICES/ACCOUNT MAINTENANCE SERVICES  
PAGE 7 of 8

K. PAYROLL DIRECT DEPOSIT:

L. RESOURCE PERSONNEL:

EXHIBIT G  
REQUIRED BANKING SERVICES/ACCOUNT MAINTENANCE SERVICES  
PAGE 8 of 8

M. NEW ACCOUNTS:

N. CASHIER'S CHECK:

EXHIBIT H  
OTHER SERVICES REQUIRED  
PAGE 1 OF 3

Support and various other services are required. Please respond to service delivery requirements:

A. TRAINING/SYSTEMS SUPPORT:

B. AUDIT:

EXHIBIT H  
OTHER SERVICES REQUIRED

PAGE 2 OF 3

C. OVER DRAFT PROTECTION – Describe bank’s policy on daylight overdraft. What charges will be associated with daylight overdrafts and what are the bank’s limitations?

D. EARNINGS CREDIT:

E. CREDIT CARD:

EXHIBIT H  
OTHER SERVICES REQUIRED  
PAGE 3 OF 3

F. ADDITIONAL REPORTING REQUIREMENTS:

G. COUPON PROCESS CAPABILITIES:

H. BUSINESS CONTINUITY/CONTINGENCY PLANNING (force majeure)

EXHIBIT I  
ADDITIONAL INFORMATION

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EXHIBIT J  
ENHANCEMENT SERVICES

Please provide information on any other products or service that could enhance GHURA's operational or cash management programs.

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EXHIBIT K  
REFERENCES

Please list at least two (2) municipal references that are currently serviced by your bank. By provided this information, it is understood that GHURA may contact any of these account holders for references.

Please list at least two (2) commercial references that are currently serviced by the branch location that will services GHURA's accounts. By provided this information, it is understood that GHURA may contact any of these account holders for references.



**AFFIDAVIT DISCLOSING OWNERSHIP, INFLUENCE, COMMISSIONS AND  
CONFLICTS OF INTEREST**

(Required by 5 GCA § 5233 as amended by P.L. 36-13 (4/9/2021))

CITY OF \_\_\_\_\_ )  
 ) ss.  
 ISLAND OF GUAM )

Preface. As a condition of submitting a Bid/Offer/Proposal or responding to any method of source selection under Guam’s Procurement Law for the purpose of entering into a contract with the government of Guam, this Affidavit requires all Bidders/Offerors/Prospective Contractors to make disclosures of ownership, influence, commissions, gratuities, kickbacks, and conflicts of interest occurring **during the 365 calendar days preceding the publication of this solicitation and until award of a contract**. This includes the duty to disclose **any changes** to the facts disclosed herein throughout the solicitation process; and if the entity submitting this Affidavit is awarded a contract, the duty to disclose **any changes** to the facts disclosed herein **continues throughout the life of the contract, including any extensions or renewals**.

A. I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of the Bidder/Offeror/Prospective Contractor and that (please check and fill out all that apply):

The Bidder/Offeror/Prospective Contractor is an individual with a business license, and all decisions are by, and all profit is for, that same individual, with principal place of business street address being: \_\_\_\_\_

The Bidder/Offeror/Prospective Contractor is a business or artificial person (as defined in 1 GCA § 715 or 5 GCA §§ 5030(n) or 5233(b)), and is a sole proprietorship owned entirely (100%) by \_\_\_\_\_, with principal place of business street address being: \_\_\_\_\_

The Bidder/Offeror/Prospective Contractor is a business or artificial person (as defined in 1 GCA § 715 or 5 GCA §§ 5030(n) or 5233(b)), and is owned by the following multiple individuals. Note: owners of more than 10% are statutorily required to be listed below, but other owners of smaller percentage are encouraged to be listed as well.

Name of Owner	Principal Place of Business Street Address	% of Interest
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

[ ] One or more of the more-than-10% owners listed above is a business or artificial person. Any more-than-25% owners of such a business or artificial person are listed below per 5 GCA § 5233. Note: any less-than-25% owners of such a business or artificial person is encouraged to also be listed below.

**Name of >10% Owner Business or Artificial Person:**

--

Names of owners of the >10% Owner Business or Artificial Person (“Second Tier Owner”)	Owner’s Principal Place of Business Street Address	% of Interest

**Name of other >10% Owner Business or Artificial Person:**

--

Names of owners of the >10% Owner Business or Artificial Person (“Second Tier Owner”)	Owner’s Principal Place of Business Street Address	% of Interest

B. If any Second Tier Owner identified above is an artificial person, the natural or artificial owners of such Second Tier Owner who have held more than 49% of the shares or interest in the Bidder/Offeror/Prospective Contractor (Third Tier Owners) are as follows [if none, please so state]:

Second Tier Owner Name \_\_\_\_\_

Name of Third Tier Owner	Principal Place of Business Street Address	% of Interest
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

C. If the name of no natural person has been identified as an owner, or a Second or Third Tier Owner of the Bidder/Offeror/Prospective Contractor, please identify the name, position, address, and contact information of the natural person having the authority and responsibility for the Bid/Offer/Proposal/Prospective Contract, and the name of any natural person who has the authority and power to remove and replace the designated responsible person:

Name of Natural Person	Position	Street Address of Principal Place of Business	Phone Number, Email Address, and other Contact Information

D. Further, I say that the persons who have received or are entitled to receive a commission, gratuity, contingent fee or other compensation to solicit, secure, or assist in obtaining business related to the Bid/Offer/Proposal/Prospective Contract for which this Affidavit is submitted are as follows (if none, please so state):

Name	Principal Place of Business Street Address	Amount of Compensation
_____	_____	_____
_____	_____	_____

E. Further, I say that the persons who have directly or indirectly participated in this solicitation and who are also employees of the government of Guam or the government of the United States, if federal funds are to be used in the payment of the contract related to the Bid/Offer/Proposal/Prospective Contract for which this Affidavit is submitted, are as follows (if none, please so state):

Name	Principal Place of Business Street Address
_____	_____
_____	_____

F. Regardless of any ownership interest, the following individuals have the power to control the performance of the contract or to control the Bidder/Offeror/Prospective Contractor, directly or indirectly:

Name	Principal Place of Business Street Address
_____	_____
_____	_____

///

///

- G. Until award of the contract, and throughout the term of any contract awarded to the Bidder/Offeror/Prospective Contractor represented herein, I agree to promptly make any disclosures not made previously and update changes in ownership, identities of owners and other required information, interests, compensation or conflicts of the persons required to be disclosed. I understand that failure to comply with this requirement shall constitute a material breach of contract.
- H. I hereby declare under penalty of perjury under the laws of Guam that the foregoing is true and correct.

Executed on: \_\_\_\_\_  
(date)

---

Signature of one of the following:  
Bidder/Offeror/Prospective Contractor, if a licensed individual  
Owner of sole proprietorship Bidder/Offeror/Prospective  
Contractor  
Partner, if the Bidder/Offeror/Prospective Contractor is a  
partnership  
Officer, if the Bidder/Offeror/Prospective Contractor is a  
corporation

Subscribed and sworn to before me

This \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

---

NOTARY PUBLIC

My commission expires: \_\_\_\_\_

**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 \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires \_\_\_\_\_, \_\_\_\_\_.

## **AFFIDAVIT RE 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 \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
 NOTARY PUBLIC  
 My commission expires \_\_\_\_\_, \_\_\_\_\_.



**DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION**

Procurement No.: \_\_\_\_\_

Name of Offeror Company: \_\_\_\_\_

I, \_\_\_\_\_ hereby certify under penalty of perjury:

(1) That I am \_\_\_\_\_ [please select one: the offeror, a partner of the offeror, an officer of the offeror] making the bid or proposal in the foregoing identified procurement;

(2) That I have read and understand the provisions of 5 GCA § 5801 and § 5802 which read:

**§ 5801. Wage Determination Established.**

In such cases where the government of Guam enters into contractual arrangements with a sole proprietorship, a partnership or a corporation ("contractor") for the provision of a service to the government of Guam, and in such cases where the contractor employs a person(s) whose purpose, in whole or in part, is the direct delivery of service contracted by the government of Guam, then the contractor shall pay such employee(s) in accordance with the Wage Determination for Guam and the Northern Mariana Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct delivery of contract deliverables to the government of Guam.

The Wage Determination most recently issued by the U.S. Department of Labor at the time a contract is awarded to a contractor by the government of Guam shall be used to determine wages, which shall be paid to employees pursuant to this Article. Should any contract contain a renewal clause, then at the time of renewal adjustments, there shall be made stipulations contained in that contract for applying the Wage Determination, as required by this Article, so that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date shall apply.

**§ 5802. Benefits.**

In addition to the Wage Determination detailed in this Article, any contract to which this Article applies shall also contain provisions mandating health and similar benefits for employees covered by this Article, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor, and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employee.

(3) That the offeror is in full compliance with 5 GCA § 5801 and § 5802, as may be applicable to the procurement referenced herein;

(4) That I have attached the most recent wage determination applicable to Guam issued by the U.S. Department of Labor. [INSTRUCTIONS - Please attach!]

\_\_\_\_\_  
Signature





**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 135 - 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. 1701u) (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 Youth build** 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 s employees.
- **3rd Priority - Category 3 Section 3 Businesses**  
Business concerns that are designated HUD Youth build 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 resolution, 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 contractor's 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 \_\_\_\_





Public reporting burden for this collection of information is estimated to average 1 hour per response. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. HUD will use this information to ensure PHAs use all Program Receipts received from HUD or otherwise associated with public housing funds for purposes of public housing, by requiring such financial assistance to be deposited into interest-bearing accounts at certain financial institutions. The information requested does not lend itself to confidentiality.

**This Agreement**, entered into this \_\_\_ day of \_\_\_, 20\_\_\_ by and between \_\_\_ (herein called the "HA"), a duly organized and existing public body corporate and politic of the \_\_\_ of \_\_\_ and \_\_\_ (herein called the "Depository"), located at \_\_\_.

**Witnesseth:**

**Whereas**, the Department of Housing and Urban Development (herein called "HUD") has entered into one or more Annual Contributions Contracts (herein called the "ACC" with the HA for the purpose of providing financial assistance to develop and operate lower income housing projects, as authorized by the United States Housing Act of 1937, as amended (42 USC 1437, et seq.); and

**Whereas**, under the terms of the ACC the HA is required to select as depositories of its funds, financial institutions whose deposits or accounts are insured by the Federal Deposit Insurance Corporation (FDIC) or the National Credit Union Share Insurance Fund (NCUSIF) as long as this Agreement is in force and effect.

**Now Therefore**, in consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

- 1.** The deposits and accounts of the Depository shall continue to be insured by the FDIC Corporation or NCUSIF.
- 2.** All monies deposited by the HA with the Depository shall be credited to the HA in a separate interest-bearing deposit or interest-bearing accounts, designated "Accounts" (herein the "Accounts"). Any portion of HA Funds not insured by a Federal insurance organization shall be fully (100%) and continuously collateralized with specific and identifiable U.S. Government or Agency securities prescribed by HUD in a notice. Collateralization is required on a daily basis at the end of the business day. Such securities shall be pledged and set aside in accordance with applicable law or Federal regulations. The HA shall have possession of the securities (or the HA will take possession of the securities) or an independent custodian (or an independent third party) holds the securities on behalf of the HA as a bailee (evidenced by safe keeping receipt and a written bailment for hire contract) and will be maintained for the full term of deposit. The Depository may substitute other securities as collateral to equal or increase the value. If the HA is an agency of an Indian tribe, the collateral shall be in United States bonds and otherwise as may be prescribed for public funds by the United States Secretary of the Treasury.
- 3.** Except as stated in Paragraph 5, the Depository shall honor any (a) check or other order to pay from the Accounts, or (b) directive to purchase investment securities with monies from the Accounts or to sell securities, if such order or directive is in writing and signed on behalf of the HA by an officer or member designated by resolution of the Board of Directors of the HA to have such authority. To assist the Depository in its obligation, the HA shall furnish the Depository with a certified copy of the resolution.
- 4.** Any securities received from the HA or purchased by the Depository with monies from the Accounts shall be considered to be a part of the Accounts and shall be held by the Depository in safe-keeping for the HA until sold. Interest on such securities and the proceeds from the sale thereof shall be deposited in the Account upon receipt
- 5.** If the Depository receives written notice from HUD that no withdrawals by the HA from the Accounts are to be permitted, the Depository shall not honor any check or other order to pay from the Accounts or directive to purchase or sell securities, or permit any withdrawals by the HA from said Accounts until the Depository is authorized to do so by written notice from HUD.
- 6.** The Depository is not obligated to be familiar, and shall not be charged, with knowledge of the provisions of the ACC, and shall be under no duty to investigate or determine whether any action taken by either the HA or HUD in respect of the Accounts are consistent with or are authorized by the ACC or whether either HA or HUD is in default under the provisions of the ACC. The Depository shall be fully justified in accepting and acting on, without investigation, any certificate or notice furnished to it pursuant to the provisions of this Agreement and which the Depository shall in good faith believe to have been duly authorized and executed on behalf of the party in whose name the same purports to have been made or executed
- 7.** The rights and duties of the Depository under this Agreement shall not be transferred or assigned by the Depository without the prior written approval of the HA and HUD. This Agreement may be terminated by either party hereto upon thirty days' written notice to the other party, and HUD. The rights and duties of the Depository hereunder shall not be transferred or assigned nor shall this Agreement be terminated during any period in which the Depository is required to refuse to permit withdrawals from the Accounts as provided in Paragraph 5.

8. HUD is intended to be a third-party beneficiary of this Agreement and may sue to enforce its provisions and to recover damages for failure to carry out its terms.

9. The Depository shall provide the HA with remote, electronic access to the Accounts for the purpose of monitoring the crediting or depositing of any monies in the Accounts.

10. The provisions of this Agreement may not be modified by either Party without the prior written approval of HUD

11. **Strike this paragraph if inapplicable:** Previous General Depository or Savings Depository Agreements, if any, entered into between the Depository and the HA are hereby terminated and all monies and securities of the HA on deposit with or held by the Depositories pursuant to the terms of said Agreement shall continue to be held for account of the HA pursuant to and in accordance with the provisions of this Agreement.

12. **Strike this paragraph if paragraph 2 applies:** For use only in certain States that have statutes that prohibit HAs from implementing paragraph 2.

At no time shall the HA Funds in the Accounts be permitted to exceed the amount insured by Federal deposit insurance (herein the "Insured Amount"). At any such time as the amount of funds in the Accounts reach the Insured Amount, whether by the accrual of interest or otherwise, the Depository shall promptly, as directed by the HA, and in an amount sufficient to limit the funds in the Accounts to the Insured Amount, either: (a) remit payment to the HA or, (b) on behalf of the HA, purchase securities approved for investment by the HA. Such securities shall not be considered to be a part of the Account pursuant to Paragraph 4 hereof but shall be held by the Depository as custodian or trustee for the HA in a separate account established for that purpose by the Depository (herein the "Securities Account"). The Securities Account shall be designated as \_\_\_\_\_.

Income or other proceeds from securities held in the Securities Account shall, as directed by the HA, upon receipt, be paid to or on behalf of the HA; provided, however, that such proceeds shall, to the extent consistent otherwise with the provisions of this Paragraph, be deposited in the Accounts. If the Depository receives written notice from HUD pursuant to Paragraph 5 hereof that no withdrawals by the HA from the Accounts are to be permitted, the Depository shall not honor any directive from the HA to sell securities, or permit any withdraws by the HA, from the Securities Account until the Depository is authorized to do so by written notice from HUD.

During the pendency of such restrictions on the Accounts and the Securities Account, the Depository, except as directed in writing by HUD, shall not remit any payment to the HA for the purpose of limiting the amount of funds in the Account to the Insured Amount but shall instead purchase securities approved for investment by the HA and hold such securities in the Securities Account.

13. Notice required under the terms and conditions of this agreement shall be deemed to have been given when it made by:

\_\_\_\_\_, on behalf of \_\_\_\_\_  
Title Organization (HA)

\_\_\_\_\_, on behalf of \_\_\_\_\_  
Title Organization (Depository)

\_\_\_\_\_, on behalf of \_\_\_\_\_  
Title Organization (HUD)

Notice shall be made in writing. Notice may be delivered in person, by United States Postal Service mail, by receipted commercial mail delivery, by facsimile machine or other electronic means that clearly identifies the sender as one of the persons so authorized in this paragraph. **Notice under the terms of this agreement shall be implemented by the Depository within 24 hours of actual receipt.**

**In Witness Whereof**, the HA and the Depository have caused this Agreement to be executed in their respective names and their respective seal to be impressed hereon and attested as of the date and year first above written.

\_\_\_\_\_  
HA  
(SEAL)  
ATTEST:  
By \_\_\_\_\_  
Chairman

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Depository  
(SEAL)  
ATTEST  
By \_\_\_\_\_

# 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.

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Signature & Date:

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Typed or Printed Name:

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Title:

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DISCLOSURE OF CONFIDENTIAL OR PROPRIETARY INFORMATION AFFIDAVIT

Type of Service Being Offered: \_\_\_\_\_

Name of Offeror Firm or Individual: \_\_\_\_\_

TERRITORY OF GUAM )

) ss.

HAGÁTÑA, GUAM )

\_\_\_\_\_ being first duly sworn, disposes 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 or proposal received becomes 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 or proposal and those portions in the bid or proposal which are proprietary must be clearly marked and designated. GHURA will examine the request and determine its validity. If GHURA does not grant the request, then GHURA must inform the respondent in writing which portion will be disclosed and why. The respondent may then withdraw the bid or proposal 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 \_\_\_\_\_.

***THIS AFFIDAVIT MUST BE COMPLETED AND RETURNED IN THE ENVELOPE CONTAINING THE PROPOSAL***