



GHURA

Guam Housing and Urban Renewal Authority
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Eddie B. Calvo
Governor

Ray Tenorio
Lieutenant Governor

REQUEST FOR PROPOSAL **(RFP#-GHURA-COCC-018 RISK)**

RISK MANAGEMENT CONSULTING SERVICES

Deadline for Submission:

October 30, 2018, no later than 2:00 p.m. (NOTE:
All dates will be changed accordingly, upon approval
of by GHURA). Chamorro Standard Time (Guam
Time)

Place of Submission:

GHURA MAIN OFFICE
117 Bien Venida Ave.
Sinajana, Guam 96910
Telephone- (671) 475-1404
Facsimile- (671) 472-7512
Email: alsantos1@ghura.org

Michael J. Duenas
Executive Director

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I. INTRODUCTION

Purpose and Background:

Through this Request for Proposals ("RFP"), the Guam Housing and Urban Renewal Authority (GHURA) is seeking to engage one firm ("Firm") to provide Risk Management Consulting Services starting on Dec. 1, 2018 until Feb 28, 2019. Specifically, the selected Firm will be required to assist the GHURA Board of Commissioners and Executive Management staff in reviewing and evaluating the current insurance policies, providing unbiased professional advice regarding all aspects of exposure, exploring alternative risks transfer strategies that will result in a more comprehensive and coordinated risk management program. GHURA's aim is to enhance the current insurance program and identify or determine any potential high risk exposure within GHURA's properties.

II. PROPOSAL INSTRUCTIONS

This section describes the minimum requirements of items and information to be submitted in response to the Request for Proposal. The Firm may include any additional information necessary to better explain his or her proposal, but any information submitted by the Firm must be current, accurate, and complete.

A. Issuing Office

This Request for Proposal ("RFP") is issued by GHURA. No oral explanations in regard to the meaning of the RFP will be made and no oral instructions will be given before award of the proposal. Any inquires of prospective Firms to the Authority must be communicated in writing to the following:

Albert H. Santos (Telephone) 475-1404
A/E Manager: Email; alsantos1@ghura.org
Guam Housing and Urban Renewal Authority
117 Bien Venida Ave., Sinajana, Guam 96910

B. Deadline to Submit Proposals:

Proposals one (1) Original and four (4) Copies) must be submitted to and received by the GHURA Procurement Office during regular business hours *no later than 2:00 pm on October 30, 2018. GHURA will not accept any late submissions. Firms must complete and return a Fee Proposal in a separate envelope marked "Envelope #2 – Fee Proposal". Faxed or emailed Proposals will not be accepted*

GHURA will not hold a traditional pre-proposal conference for this procurement. All firms wishing to submit a proposal may submit questions to GHURA by email to alsantos1@ghura.org no later than 5:00 p.m. on Oct.24, 2018. The questions and answers shall be provided electronically to each participating firm.

Proposals will be date and time stamped upon receipt and held in a secured

place until the established or aforementioned due date.

C. Late Proposals:

Firm's proposals submitted after the closing time on the closing date will not be accepted.

D. Opening of Proposals:

Proposals and modifications shall not be opened publicly nor disclosed to unauthorized persons, but shall be opened in the presence of the GHURA Procurement officials or designee. Proposals from Firms who are not awarded the contract shall not be opened for public inspection.

E. Business License:

Firms and Sub-Consultant(s) shall be fully licensed to do business in Guam prior to the execution of any contract resulting from this RFP.

F. Transmittal Letter:

A transmittal letter prepared on the Firm's business stationary is to accompany the original and required copies of the Proposal. The purpose of this letter is to transmit the proposal and should be brief. The letter must be signed by an individual who is authorized to bind the Firm to all statements contained in their proposal.

G. Proposal Format and Content: At a minimum, the Firm interested in performing the scope of work outlined in this RFP should submit a written proposal consisting of the following:

1. *Cover or Transmittal letter:* The Firm must state in a company letterhead, his interest in the proposed RFP and identify the person who will be the primary contact, his or her contact number, email address, mailing address, and any other pertinent information.
2. *Organizational Summary and Business Identification:* The Firm must provide an organization summary and individual resumes with pertinent expertise, skills, client base and services that for this project. The Firm must provide an overview of their organization/firm, including, but not limited to the following:
 - Organization/firm's name, address and main business location;

- The location of the facility from which the Firm would operate, including the telephone, fax, and email address;
 - The Firm must provide the names, addresses, and telephone numbers of principal officers (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.)
 - Organization/firm's start-up date.
 - Legal Status (sole proprietorship, partnership, corporation, etc.)
3. *A detailed Proposal:* The Firm must provide a detailed plan on how the scope of work and deliverables will be accomplished. The Plan must include personnel resources and time-line table.
4. *List of Similar work accomplished:* The Firm must include a listing and description of other similar contracts under which services similar scope and deliverables were performed or undertaken within the past five years. Samples of work accomplished may be attached.
5. *History of Contract Termination:* If the Firm has had a contract terminated for default in the past five years, describe such incident. Termination for default is defined as notice to stop performance due to the Firm's nonperformance or poor performance. Issue of performance may have been:

- Not litigated due to inaction on the part of the Firm, or
- Litigated and such litigation determined that the Firm was in default.

Firms will submit full details of the terms for default. Firm shall provide parties involved, address, and phone number, and present the position on the matter. GHURA will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. If the Firm has experience no such termination for default in the past five years, then it must certify that it has had no such experience termination.

6. *Disclosure of Major Shareholders Affidavit:* Guam law requires partnership, proprietorship or corporation doing business with the government of Guam shall submit an affidavit executed under oath that lists the name and address of any person who has held more than ten (10%) of the outstanding interest or shares in said partnership, sole proprietorship or corporation at any time during the twelve month period immediately preceding submission of this RFP.
7. *Statement of Agreement:* The Firm must include a signed statement of agreement with the terms and conditions of this RFP and with the submission required stated in #8.

B. Submission of Proposal: The Firm must submit the original (1), and four (4) copies in a sealed envelope/box bearing the name of the Firm, address, and RFP number of the project on the outside of the envelope or box. If the Proposal is submitted by mail via the U.S. Postal system, the sealed envelope/box containing the proposal and necessary information must be enclosed in another envelope and addressed as specified in A of this Section.

H. Trade Secrets and Proprietary Data

Firms may designate those portions of their proposals as trade secrets or proprietary data, which are confidential. GHURA will examine any such request to designate portions of proposals as trade secrets or proprietary data as confidential and determine the validity of such request prior to entering into negotiations with a prospective Firm. Firms must complete the attached Trade Secrets and Proprietary Affidavit included in this RFP.

II. SCOPE OF WORK AND DELIVERABLES:

Scope:

GHURA is seeking proposals from individuals or companies to provide and execute a comprehensive Risk Management Program:

- A. Comprehensive review and evaluation of current insurance policies. The Firm must provide and execute a comprehensive review and evaluation of current insurance policies.
- B. Provide unbiased professional advice regarding all aspects of exposure. The Firm shall provide after the comprehensive review and evaluation of GHURA's current policies unbiased professional advice whether GHURA's policies are deemed excessive or deficient.
- C. Explore and determine alternative risk transfer strategies that will result in a more enhanced comprehensive and coordinated risk management program. Example: Does GHURA require typhoon coverage for all of its buildings and properties or is the current self insurance for typhoon coverage adequate?
- D. Inspection of properties assessment: The Firm must include an inspection as part of the RFP package. The inspection shall establish a baseline or a benchmark to identify risk exposure or alternative risk strategies.

- E. Report and recommendations: At the end of the inspections of GHURA's properties, the Firm must provide a comprehensive report to the GHURA Board of commissioners of his findings and recommendations.

- F. Writing of Request for Proposal for GHURA: The Firm will be required to submit to the GHURA BOC Comprehensive Request for Proposal for GHURA's Insurance Program containing the Firm's requirement and recommendations of coverage. The Firm will also be responsible to review all proposals received and be part of the evaluation/selection committee. The RFP shall cover Fiscal years 19, 20 & 21 with an option to extend for 2 years.

III. COMMENCEMENT OF PROJECT:

The successful Firm of this RFP shall commence work upon the issuance of a Notice to Proceed.

IV. EVALUATION OF PROPOSALS

A. Evaluation by a selected committee

All Proposals received by the closing deadline will be evaluated by the RFP Evaluation Committee selected by the Executive Director. The Firm will be part of the evaluation committee.

B. Qualifying Proposals

1. The Selection Committee will first review each proposal for compliance with required RFP mandatory features. Each RFP's mandatory feature must be addressed and agreed to by the Firm.

2. The mandatory features are:
 - a. Delivery of a Proposal with a Technical portion/volume;
 - b. The Proposal and transmittal letter are signed by an individual authorized to bind the company or firm;
 - c. The Proposal is valid for sixty (60) days from the deadline or close of the RFP;
 - d. The minimum format and content required by the RFP is presented in the Proposal;
 - e. Compliance with Disclosure of Major Shareholders statutory provision; and

- f. Contract Terms and Conditions described in the RFP have been agreed to.
3. Failure to comply with any of the aforementioned mandatory features or requirements shall result in the disqualification or rejection of the submitted Proposal. Minor irregularities in Proposals that are immaterial or inconsequential in nature may be waived by the GHURA's Executive Director whenever it is deemed in the best interest of the GHURA.

C. Technical Evaluation of Proposals

1. All proposals found to be in compliance with the mandatory features or requirements of this RFP will be subject to an evaluation based on the technical merits of the Proposer's Proposal.
2. The evaluation factors or criteria that will be used by the evaluation committee for the technical evaluation of the proposals are listed below.

Proposals will be evaluated based on the following criteria and weight: Total possible points- 100 points

Criteria	Percentage of Points
Understanding the Project	5%
Firm Experience <ul style="list-style-type: none"> • Understanding of the Authority (Construction, Real Estate Development and Public Sector) • Understanding of Risk Transfer Strategies • Specific Public Housing Authority Construction experience 	40%
Experience of Key Staff Members <ul style="list-style-type: none"> • Construction Industry Experience • Environmental Liability Experience • Professional Liability Experience 	30%
Approach to Providing the Required Scope of Services	25%

3. Each proposal shall be evaluated on the following evaluation factors using a scale of one (1) to one hundred (100).

4. During the technical evaluation phase, the evaluation committee reserves the right to hold discussions with the Firms in order to obtain clarification of pertinent items in their proposal. These discussions, if any, will be in accordance with Guam Procurement Laws.

D. Selection of Best Qualified Proposer and Proposal

1. After the technical evaluation, the evaluation committee will assign a final score to each Proposal, establishing a ranking of the acceptable Firms 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 Firm to begin negotiations with the Highest Ranked/Best Qualified Firm.
2. Should negotiations be unsuccessful with the Highest Ranked/Best Qualified Firm, GHURA may begin negotiations with the next Highest Ranked/Best Qualified Firm. Once the evaluation committee decides to negotiate with the next Highest Ranked/Best Qualified Firm, the previous Firm will not be considered for negotiations again.

E. Award of Contract

The GHURA Executive Director with the final approval of the GHURA Board of Commissioners shall negotiate and execute a contract for the required services at compensation determined in writing to be fair and reasonable, which can be sufficiently evidenced by virtue of the executed contract itself. The signature of the Executive Director or his designated representative is the only signature that will bind the GHURA.

V. TERMS AND CONDITIONS

Proposals must include a statement of agreement with these terms and conditions:

1. Liability for Costs of the Proposal

The GHURA is not liable for any costs incurred by the Firm in connection with this RFP. By submitting a proposal, the Firm specifically waives the right against the GHURA for any expenses incurred in proposal presentation. Submitted proposals become the property of the GHURA. Firm's request for the return of specific proprietary material will be honored.

2. Withdrawal of Proposals

Proposals may be withdrawn by written or facsimile notice received by the GHURA at any time prior to the award. Proposals may be withdrawn in person by a Firm or by the Firm's representative, provided verification of

the identification of the representative and a receipt for the proposal is signed by the representative.

3. Right to Amend or Cancel the RFP or Reject Proposals

The GHURA reserves the right to amend, supplement or cancel the RFP, in whole or in part at any time, when this action serves the best interest of the GHURA.

4. Amendment to Proposals

Proposals may be amended or modified prior to opening of the proposals, but not subsequent to opening of the proposals.

5. Right to Reject Proposals

The GHURA reserves the rights to reject any or all proposals, in whole or in part, and to waive informalities and minor irregularities in the proposals. The GHURA reserves the sole right to determine what constitutes irregularities in the proposals.

6. Right to Reissue

The GHURA may, at its discretion, reissue the RFP.

7. Contract Provisions

The GHURA reserves the rights to include any part or parts of the Firm's proposal in the final agreement or contract with the proposed awarded Firm. Firms will be subject to conditions and terms imposed by the GHURA.

All Firms warrant that they have not employed any person to solicit or secure any resolution contract upon agreement for a commission, percentage, brokerage or contingent fee. Breach of such warranty shall give the GHURA the right to terminate any contract executed with a Firm or in its discretion to deduct from the contract price or consideration the amount of such commission, percentage, brokerage or contingent fees.

The Firm, which is selected as the Highest Ranked/Best Qualified Firm, shall immediately designate an authorized representative with whom the GHURA may commence negotiation of a contract. If the terms and conditions of the contract are agreed upon by the GHURA and the Highest Ranked/Best Qualified Firm, then the contract shall be awarded to such Firm. If the Highest Ranked/Best Qualified Firm and the GHURA are unable to agree on the terms and conditions of a contract, then the GHURA may, at its sole and absolute discretion, either reissue the Request for Proposal or enter into negotiations with a Firm whom the GHURA has determined to be the next most qualified Firm.

By submitting a proposal, the Firm specifically understands and agrees that it has a duty to explain and clarify any and all conditions imposed on or included in its responses and questions in this RFP. The Firm further understands that it has an affirmative duty to inquire about and clarify any section of the RFP that the Firm does not understand or that the Firm believes may be susceptible to more than one interpretation.

8. Special Permits and Licenses

The Firm shall at his own expense procure all permits, certificates, and licenses and shall give all notices and necessary reports required by law for the execution of his work.

9. Law to be observed

1. The Firm shall be familiar with federal and local laws, codes, ordinances, and regulations which, in any manner, affect those engaged or employed in the work or the material or equipment used in or upon the site, or in any way affect the conduct of the work. No place of misunderstanding or ignorance on the part of the Firm will in any way serve to modify the provision of the contract.

2. Restriction Against Contractors Employing Convicted Sex Offenders from Working at Government of Guam Venues. (§5253 of Title 5 Guam Code Annotated).

(a) No person convicted of a sex offense under the provisions of Chapter 25 of Title 9 Guam Code Annotated, or an offense as defined in Article 2 of Chapter 28, Title 9 GCA in Guam, or an offense in any jurisdiction which includes, at a minimum all of the elements of said offenses, or who is listed on the Sex Offender Registry, and who is employed by a business contracted to perform services for an agency or instrumentality of the Government of Guam other than a public highway;

10. Measurement and Payment

Prior to submitting a request for payment, the Firm shall furnish complete documentation for all services requested and accepted by the Authority and that there are no further claims by the Firm against the Authority.

11. Status of Contractor (Firm)

The Firm and its officers, agents, servants and employees are independent contractors performing professional services for the Authority.

12. Owner's Right To Reject Proposer:

The GHURA may make such investigations as deems necessary to determine the ability of the Firm to perform the work, and the Firm shall furnish to GHURA all such information and data for this purpose as GHURA may request. GHURA reserves the right to reject the Firm if the evidence submitted by, or investigation of such Consultant fails to satisfy GHURA that such Firm is properly qualified to carry out the obligations of the contract and to complete the work contemplated herein. Conditional proposals will not be accepted.

13. Confidential or Proprietary Information:

After award, each proposal received becomes a part of the public record procurement. If a Firm 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 proposal and those portions in the proposal which are proprietary must be clearly marked or designated. The GHURA will examine the request and determine its validity. If GHURA does not grant the request, then the GHURA must inform the respondent in writing which portion will be disclosed and why. The Firm may then withdraw the proposal or submit a request according to law. If the proposal is not withdrawn and no protest is received, then the GHURA may disclose those portions of the proposal for which a non-disclosure request was not granted.

14. Ethical Standards

The Firm represents that it has not knowingly influenced, and promises that it will not knowingly influence, a government employee to breach any of the ethical standards set forth in Guam's procurement code or regulations pertaining to ethics in public contracting.

15. Prohibition Against Gratuities and Kickbacks

The Firm represents that it has not violated, is not violating, and promises that it will not violate, the prohibition against gratuities and kickbacks set forth in the Guam procurement law. The prohibition is as follows: It is a breach of ethical standards for any person to offer, give, or agree to give any government employee or former government employee, or for any government employee or former government to solicit, demand, accept, or agree to accept from another person, a gratuity or any offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore. Further, it shall be a breach of ethical

standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement of the award of a subcontractor or order.

16. Applicability of Guam Procurement Law

If any part of this RFP is contrary to the Guam Procurement Law or contains ambiguous terms, then such portion of the RFP shall be interpreted or resolved in favor of or according to the provisions of the Guam Procurement Law.

17. Required Documents

The list of documents are required upon submission of your proposal or upon request by GHURA before contract signing. The documents are: Guam Business License, Major Shareholders Affidavit, Non-Collusion Affidavit, Non-Gratuity Affidavit, Ethical Standards Affidavit; Good Standing Affidavit, HUD Form 5369C, and three (3) references of equal or greater projects.

END OF TERMS AND CONDITIONS

NOTICE OF AWARD

GHURA will notify all Firms/consultant within Sixty (60) days after the deadline for receipt of proposals as the results of the award. Written notice of award will be public information and made a part of the contract file.

ATTACHMENT:

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

Exhibit 1

AFFIDAVIT DISCLOSING OWNERSHIP AND COMMISSIONS

CITY OF _____)
) SS.
ISLAND OF GUAM)

A. I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of the offeror and that *[please check only one]*:

[] The offeror is an individual or sole proprietor and owns the entire (100%) interest in the offering business.

[] The offeror is a corporation, partnership, joint venture, or association known as _____ *[please state name of offeror company]*, and the persons, companies, partners, or joint ventures' who have held more than 10% of the shares or interest in the offering business during the 365 days immediately preceding the submission date of the proposal are as follows *[if none, please so state]*:

<u>Name</u>	<u>Address</u>	<u>% of Interest</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

B. Further, I say that the persons who have received or are entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid or proposal for which this affidavit is submitted are as follows *[if none, please so state]*:

<u>Name</u>	<u>Address</u>	<u>Compensation</u>
_____	_____	_____

C. If the ownership of the offering business should change between the time this affidavit is made and the time an award is made or a contract is entered into, then I promise personally to update the disclosure required by 5 GCA §5233 by delivering another affidavit to the government.

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: _____

EXHIBIT 2

AFFIDAVIT re NON-COLLUSION

CITY OF _____)
) ss.
ISLAND OF GUAM)

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

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

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

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

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

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

NOTARY PUBLIC
My commission expires _____

EXHIBIT 3

AFFIDAVIT re NON- GRATUITIES or KICKBACKS

CITY OF _____)
) ss.
ISLAND OF GUAM)

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

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

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

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

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

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

Subscribed and sworn to before me
this ____ day of _____, 200__

NOTARY PUBLIC
My commission expires _____

Exhibit 5

AFFIDAVIT re CONTINGENT FEES

CITY OF _____)
) ss.
ISLAND OF GUAM)

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

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

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

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

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

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

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

NOTARY PUBLIC
My commission expires _____

EXHIBIT VI

DISCLOSURE OF CONFIDENTIAL OR PROPRIETARY INFORMATION AFFIDAVIT

RFP # - GHURA- COCC - 012- 005

Type of Service Being Offered: _____
Name of Offeror Firm or Individual: _____

TERRITORY OF GUAM)
)
HAGATNA GUAM)

SS.

_____ being first duly sworn, deposes and
says:

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

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

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

Notary Public
In and for the Territory of Guam
My Commission Expires: _____

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

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

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

[Insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

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

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

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

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

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

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

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

(1) [] has, [] has not employed or retained any person or company to solicit or obtain this contract; and

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

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

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

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

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

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

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

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

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

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

4. Organizational Conflicts of Interest Certification

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

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

5. Bidder's Certification of Eligibility

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

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

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

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

6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

(a) is, is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) is, is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) is, is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

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

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

The bidder represents and certifies that it:

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

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

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

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

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

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

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

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

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

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

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

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

- (1) Obtain identical certifications from the proposed subcontractors;
- (2) Retain the certifications in its files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

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

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

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

The bidder certifies that:

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

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

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

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

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

Not required for submission, use form G10

13. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

Requirements for Compliance with Requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) Part 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 mangement corporation, resident council, or cooperative association.

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

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

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

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

HUD Youthbuild programs means programs that receive assistance under subtitle D of Title IV of the National Affordable Housing Act, as amended by the Housing and Community Development Act of 1992 (42 U.S.C. 12699), and provide disadvantaged youth with opportunities of employment, education, leadership development, and training in the construction or rehabilitation of housing for homeless individuals and members of low- and very low-income families.

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

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

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

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

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

Recipient means any entity which receives section 3 covered assistance, directly from HUD or from another recipient and includes, but is not limited to, any State, unit of local government, PHA, IHA, Indian tribe, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization, resident management corporation, resident council, or cooperative association.

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

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

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

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

Section 3 covered assistance means:

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

Section 3 covered contract means a contract or subcontract (including a professional service contract) awarded by a recipient or contractor for work generated by the expenditure of section 3 covered assistance, or for work arising in connection with a section 3 covered project.

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

Section 3 resident means:

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

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

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

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

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

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

- **1st Priority - Category 1 Section 3 Businesses**
Business concerns that are 51% or more owned by residents of the housing development(s) for which work is performed, or whose full-time, permanent workforce includes 30% of these persons as employees.
- **2nd Priority - Category 2 Section 3 Businesses**
Business concerns that are 51% or more owned by residents of outside development. GHURA Public Housing developments other than the development(s) where the work is performed or whose full-time permanent workforce includes 30% of these persons s employees.
- **3rd Priority - Category 3 Section 3 Businesses**
Business concerns that are designated HUD Youthbuild programs.
- **4th Priority - Category 4 Section 3 Businesses**
Business concerns that are 51% or more owned by a Section 3 resident(s), or whose permanent, full-time

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

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

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

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

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

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

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

- Where appropriate, by breaking out contract work into economically feasible units to facilitate participation by Section 3 businesses
- By developing and utilizing a list of eligible Section 3 business concerns
- By actively supporting and undertaking joint ventures with Section 3 businesses

Efforts to provide training and employment to section 3 residents

- By entering into a "first source" hiring agreements with organizations representing Section 3 residents
- By establishing training programs, which are consistent with the requirements of the Department of Labor, specifically for Section 3 residents in the building trades
- By advertising employment and training positions to dwelling units occupied by Category 1 and 2 residents
- By contacting resident councils and other resident organizations in the affected housing development to request assistance in notifying residents of the training and employment positions to be filled
- By arranging interviews and conducting interviews on the job site
- By undertaking such continued job training efforts as may be necessary to ensure the continued employment of Section 3 residents previously hired for employment opportunities.

Name:

Name:

Signature:

Signature:

Title:

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

Title:

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

Company Name:

Company Name:

Date:

Date:

Subscribed and sworn to before me _____

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