

REQUEST FOR PROPOSAL

RFP#GHURA-23-16-S8-UTILSTDY

CONSUMPTION AND UTILITY ALLOWANCE STUDY

GUAM HOUSING AND URBAN RENEWAL AUTHORITY
117 BIEN VENIDA AVE.
SINAJANA, GU 96910

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I. INTRODUCTION

Agency Background

The Guam Housing and Urban Renewal Authority (GHURA) is a Public Housing agency that was created as an entity of the Government of Guam on December 18, 1962. GHURA's enabling act is Public Law 6-135, PL 21-148, and Chapter 5 of the Guam Code Annotated (GCA). The housing authority'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.

GHURA is 100 percent federally funded through the United States Department of Housing and Urban Development (HUD). The authority administers 2,668 Section 8 housing vouchers, from the Housing Choice Voucher Program, and various target-funded program. GHURA also manages 750 Public Housing units that are located in various villages throughout the island; and various Community Planning and Development grants such as the Community Block grant, HOME Investment Partnership grant, Supportive Housing for the Elderly, Public Housing Capital Fund Program and Emergency Solutions Grant.

For the Fiscal Year 2022-23, GHURA's total revenue from all sources:

Section 8 Housing Choice Voucher Program	\$	39,625,635.00
Public Housing (Low-income Housing)	\$	7,408,659.00
CDBG	\$	3,185,755.00
HOME	\$	1,182,194.00
Other	\$	3,834,888.00
TOTAL	\$	55,237,131.00

II. SCOPE OF SERVICES

A. Purpose

The purpose of this RFP is to solicit professional service proposals from qualified consulting firms to conduct a consumption study and to develop an updated utility allowance schedule for the Section 8 Housing Choice Voucher Program *in accordance with requirements of 24 CFR 982.517*. As part of the Section 8 HCV program, GHURA provides rental and utility assistance to eligible very low-income families. Housing authorities are required to review and update the program's utility allowance schedule annually for tenant-paid utilities that include trash collection services, power, water, sewer, cooking, water heating, and air conditioning. The utility allowance schedule, must be based on actual utility rates and average consumption estimates for over a twelve-month period.

B. Statement of Work Required

GHURA is seeking the services of a qualified consulting firm to (1) to conduct a study of the average utility consumption of basic utilities for power (including solar - generated source), water, bottled-gas, and (2) to conduct and develop an updated utility allowance schedule in accordance with **24 CFR 982.517 and the *Section 8 Housing Choice Voucher Guidebook 7420.10G*** for immediate implementation. The successful Offeror must:

1. Conduct a survey to determine the average consumption per basic utility and provide a trending five-year projection. The study shall be based on reasonable consumption of utilities by an *energy conservative household* of the most basic use of utilities consistent with requirements of keeping a safe, sanitary, and healthy living environment. The methodology and data of how the average consumption is determined must be clearly documented.
2. Determine, through the use of accepted engineering standards of design and consumption, the monthly dollar amounts for tenant-purchased utilities and, **per HUD standards (24 CFR 982.517 and the HCV Guidebook 7420.10G).** The Utility allowance schedule must be classified by:
 - *Type of utilities* - list by the type of fuel or source of energy used (ie, electric, bottled liquid petroleum, solar, etc.). If type of utilities is provided by more than one supplier, determine the average cost across all supplier.
 - *Unit type*: classification based on separate utility allowances by garden and high-rise units; apartment complexes, row houses, town houses, end-of row or semi-detached units, detached units and manufactured homes
 - *Unit size*: the allowances must be listed separately by bedroom sizes from zero to six bedrooms using form HUD -52667.

3. Prepare a separate utility allowance schedule for reasonable accommodation for person with disabilities in accordance in accordance with 24 CFR 982.517 (e).

III. SUBMISSION AND EVALUATION OF PROPOSALS

A. Required Proposal Contents and Deliverables

GHURA will review and select the best proposal pursuant to the “best value” in terms of the best services offer per cost and not necessarily based on the lowest bid. All proposals must contain the following components and organized in the following format:

1. **Company’s Proposal Cover Sheet**
2. **Cover Letter**: A letter signed by an authorized representative who can make legally binding commitments for the company.
3. **Organizational Background**: the proposal must include a description of the respondent’s firm, including:
 - the year the firm was established,
 - type of organization (partnership, corporation, etc.)
 - business address,
 - number of employees,
 - the name and contact information of person or persons who will be assigned to the project.
 - a statement of the firm’s compliance with all government regulations regarding non-discriminatory employment practices, and
 - if applicable a copy of your Minority or women owned business enterprise certification.
4. **Scope of Services**: Provide a detail description of how the work required under Part II of the Scope of Services will be accomplished, identify resources expected to be provided by the company and personnel’s name, role and responsibilities. The Scope of Services should directly tie to the fee schedule and must easily be understandable relative to the fee schedule. Include a timeline of for each phase of expected accomplishments.
5. **Firm or Personnel Experience**: Provide a profile of the firm’s experience, personnel and history pertinent to the requirements of the Scope of Services delineated in Part II of this RFP, including the range of capabilities and services; include the names of all personnel who will be assigned to this project, their educational background and previous experiences. Additionally, describe the firm’s commercial general liability insurance coverage.

6. **Relevant Experience:** Provide a list of organizations or agencies the firm or personnel have done similar work in providing utility allowance and consumption study within the last five (5) years. Description must include the project description, number of years the service was provided, client name, and contact number. Please provide at least three (3) references.
7. **Subcontractors:** The firm must specify if it intends to subcontract part of the work to another company and identify the subcontractor to be used, with the names of personnel assigned, their qualifications, education, and work experience.
8. **Fee Schedule:** Provide a cost proposal for providing the Scope of Services listed in Section II. Provide a breakdown of the cost for billing rates and or reimbursements expenses, etc., for services.
9. **Required Forms:** See Appendices (page 19)
10. **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".
11. **Type of Contract**
To be formulated after negotiations have concluded.
12. **Other requirements:**
 - The Company's W-9
 - Current Guam Business License
 - Insurance coverage or will be provide insurance requirement as specified in this RFP in Section IV.

B. Evaluation Criteria

GHURA shall impanel a selection committee to review, evaluate and rate each proposal that meets the submission requirements. Each proposal will be evaluated and rank using the rating method described below:

SCORING CRITERIA		POINTS
Qualification and Company Experience		Max Total – 30 Points
<ul style="list-style-type: none"> • Organizational background & overall experience • Qualifications & experience relevant to the Scope of Services described in Section II 		Max -15 points
		Max -15 Points

Overall Quality & Depth of Proposal	Max Total – 40 Points
<ul style="list-style-type: none"> • Quality & Organization of proposal • Completeness of Proposal (all information provided) 	Max -25 Points Max – 15 Points
Fee Schedule	Max Total – 15 Points
<ul style="list-style-type: none"> • Overall fee schedule 	Max -15 points
Other Pertinent Information	Max Total – 15 Points
<ul style="list-style-type: none"> • Minority- or Women-Owned Business Enterprise Certification • Timeline for Completion of Scope of Services 	Max – 5 points Max 10 points
TOTAL POINTS	100 Points

If two or more proposal score a tie, respondents may be provided an opportunity to provide a presentation or to submit more detailed information on specific parts of the proposal as the need arises.

C. Submission Requirements

1. **Submittal Due Date:** All proposals **must be submitted** to the Guam Housing and Urban Renewal Authority **by 2 PM, Tuesday, July 25, 2023**. Proposals submitted after the deadline will not be accepted.
2. **Form of Submittal:** Submission of proposal must be in two separate envelopes. The first envelope must contain the proposal and all requirements. **Each proposal must be type-written form with one (1) unbound original and three (4) copies.** The proposal must be submitted in a separate sealed envelope from the price proposal. The sealed envelope must be marked plainly as follows:

Guam Housing and Urban Renewal Authority
Attention: Elizabeth Napoli, Executive Director
Request for Proposal No. RFP#GHURA-23-16-S8-UTILSTDY

FY2023 Section 8 HCV Utility Allowance and Consumption Study

In a second separate sealed envelope, the Offeror shall submit a proposed fee schedule. In response to this RFP, a sealed technical and a sealed price/fee proposal, containing the offer's cost and pricing data must be submitted concurrently. The sealed envelope must be marked plainly as follows:

Guam Housing and Urban Renewal Authority
Attention: Elizabeth Napoli, Executive Director
Request for Proposal No. RFP#GHURA-23-16-S8-UTILSTDY

FY2023 Section 8 HCV Utility Allowance and Consumption Study

3. Fee Schedule

GHURA will not permit any modification to proposals after the submission deadline and proposals and cost must remain valid for at least ninety (90) days.

D. RFP Timetable

RFP Package available to interested parties	Thursday, June 29, 2023
Deadline to submit questions about the RFP	Friday, July 07, 2023 by 5:00 PM
Deadline for GHURA to provide response to questions about the RFP	Friday, July 14, 2023 by 5:00 PM
Deadline for Proposal submission	Tuesday, July 25, 2023 by 2:00 PM

IV. GENERAL TERMS AND CONDITIONS

A. Authority

This Request for Proposal solicitation is issued subject to all the provisions of the Guam Procurement Act and the Guam Procurement Regulations. The RFP requires all parties involved in the preparation, negotiation, performance, or administration of contracts to act in good faith.

B. General Intention

Unless otherwise specified, it is the declared, acknowledged intention and meaning of these General Terms and Conditions for the Offeror to provide GHURA with specified services.

C. Proposals

The Offeror is required to read each and every page of GHURA's Request for Proposal and by the act of submitting a proposal shall be deemed to have accepted all terms and conditions contained here within. In no case will failure to inspect constitute grounds for a claim or for the withdrawal of a proposal after opening. Proposals shall be filled out (typewritten) and signed in ink. Erased or other changes in a proposal must be explained or noted over the signature of the Offeror. Proposals containing any conditions, omissions, unexplained erasures or alterations or items not called for in the proposal, or irregularities of any kind may be rejected by the Government as being incomplete.

D. Explanation to Offerors

No oral explanation in regards to the meaning of the specification will be made and no oral instructions will be given before the award of the proposal. Discrepancies, omissions, or doubts as to the meaning of the specifications should be communicated in writing to the named contact individual of the requesting agency/department for interpretation. Offerors should act promptly and allow sufficient time for a reply to reach them before submission of their proposals. Interpretation, if required, shall be made in the form of an amendment to the RFP, which will be forwarded to all prospective Offerors, and its receipt by the Offeror should be acknowledged on the proposal form.

E. Receipt and Opening of Proposals

Telegraphic proposals will not be considered, nor will modification by telegraph of proposals already submitted be considered. Proposals shall be hand carried and received at the place of opening on or before the opening date and time. Proposals received through the mail will not be accepted if such mail is received at the address showing after the submission date and time. Proposals will not be opened publicly.

F. Withdrawal of Proposals

Proposals may be withdrawn on written request received from the Offeror(s) prior to the time fixed for opening. Negligence on the part of the Offeror in preparing the

proposal confers no right for the withdrawal of the proposal after it has been opened.

G. Liability for cost of the proposal

GHURA is not liable for any costs incurred by the Offeror in connection with this RFP. By submitting a proposal, the Offeror specifically waives the right against GHURA for any expenses incurred in proposal preparation. Submitted proposals become the property of GHURA. Offeror requests for the return of specific propriety material may be honored.

H. Right to Amend, Cancel, Reject and/or Re-issue

GHURA reserves the right to amend, supplement, or cancel or the RFP, in whole or in part at any time.

GHURA may perform a background check to determine the ability of the Offeror to perform the work, and the Offeror shall furnish to GHURA all such information and data necessary for this purpose upon GHURA's request. The Evaluation Committee reserves the right to reject the Offeror if the evidence submitted by, or investigation of such Offeror fails to satisfy the Evaluation Committee that such Offeror is properly qualified to carry out the obligations of the contract and to complete the required work herein. Conditional proposals will not be accepted. The right to reject and/or cancel is also pursuant to 2 G.A.R., Div. 4, Chapter 3 §3115(d)(2)(A).

I. Failure to Negotiate a Contract with Offerors Initially Selected as Best Qualified

Should GHURA be unable to negotiate a contract with the Offeror initially selected as the best qualified, negotiation may continue with the next qualified Offeror in accordance with the procedure and process herein specified.

J. Method of Award and Business License

GHURA reserves the right to waive any minor informality or irregularity in proposals received. GHURA shall have the prerogative to award, amend, or reject proposals in whole or in part. It is the policy of GHURA to award proposals only to Offerors duly authorized to conduct business in Guam. Offerors licensed in the United States or outside of Guam, must obtain the necessary Guam licenses and permits within thirty (30) days of selection notification. Specific information on licenses and permits may be obtained from the Guam Department of Revenue and Taxation.

K. Payment of Services

Payment for any contract entered into as a result of this RFP will be made in accordance with agreed schedule (1) upon completion of consumption survey and receipt the completion of the work; and (2) upon completion of Utility Allowance and receipt of work.

L. Meetings and Reviews of Work in Progress

GHURA's Executive Director or his/her designee will meet periodically with the Offeror's or his or her representative for the purpose of reviewing progress and providing necessary guidance to the Offeror in solving problems.

M. Justification of Delay

The successful Offeror shall guarantee that the service will be completed within the agreed upon completion date. However, if the Offeror cannot comply with the completion requirement, it is the Offeror's responsibility to advise GHURA in writing explaining the reason for the delay. GHURA may permit a reasonable time extension on the completion of work.

N. Equal Employment Opportunity

Section 3.01 of Executive Order 10935, of March 7, 1965 requires the Offeror not to discriminate against any employee or applicant for employment because of race, creed, color, or nation origin. The Offeror will take affirmative action to ensure that employees are treated equally during employment without regards to race, creed, color or national origin.

O. Assignment

Assignment of contract will not be accepted without prior written approval from GHURA. Request for approval of assignment must be made with submission of proposal. No assignment will be accepted if request is not made with the proposal.

P. Determination of Responsibility of Offeror

The Evaluation Committee shall use the following criteria in determining responsibility of the Offeror, and reserves the right to secure additional information from the Offerors necessary to determine whether or not they are responsible in each of the following:

- Their ability, capacity, and skill of the Offeror to perform
- Whether the Offeror can perform promptly and/or within the specified time periods
- The character, integrity, reputation, judgement experience, and efficiency of the Offeror
- The quality of performance of the Offeror with regard to awards previously made to the Offeror
- The Offeror's past and present record of compliance with procurement laws and regulations
- The sufficiency of the Offeror's financial resources and ability to perform
- The Offeror's compliance with the specification and requirement of this Request for Proposal; and
- If requested, the Offeror must meet all American with Disabilities Act regulations and requirements.

Q. Contact For Contract Administration

If your firm receives a contract as a result of this proposal, designate a person whom we may contact for prompt administration. Please provide the following information:

- Name
- Title
- Address
- Telephone number
- Email address

R. Contract Provisions

GHURA reserves the right to include any part or parts of the Offeror's proposal in the final contract with the Offeror. The Offeror will be subject to terms and conditions imposed by GHURA.

By submitting a proposal, the Offeror 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 Offeror further understands that it has an affirmative duty to inquire about and clarify any of sections of the RFP that the Offeror does not understand or that the Offeror believes may be susceptible to more than one interpretation.

S. Special permits and licenses

The Offeror shall, at his or her own expense, procure all permits, certificates, licenses; and shall give all notices, and reports required by law for the general scope of work. Failure to maintain required licenses and permits shall be grounds for immediate termination of contract.

T. Access to Working Papers and Data

The Offeror shall make all working papers and data available for audit upon request of the U.S. Department of Housing and Urban Development, GHURA, Independent Auditor, Office of the Public Auditor or their designees.

U. Compliance of Law

1. The Offeror must be familiar with and abide by pertinent federal and local laws, codes, ordinances and regulations that affect those engaged or employed in the work or the material or the equipment used in or upon the site, or in any way affect the conduct of the work. No misunderstanding or ignorance on the part of the Offeror will in any way serve to modify the provision of the contract.
2. Prohibition Against Gratuities and Kickbacks. The Offeror duly represents that he or she has not violated, is not violating, and will not violate the prohibition against gratuities and kickbacks set forth in the Guam Procurement law as follows (2 G.A.R., Div. 4, Chapter 11, §11107 (3))

It is a breach of ethical standards for any person to offer, give, or agree to give any government current or former employee, or for any current or former government employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement 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. Furthermore, 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 as associated therewith, as an inducement of the award of a subcontract or order.

3. Ethical Standards and conflict of interest. The Offeror shall duly represent that he, she, they or 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 the Guam Procurement laws and regulations pertaining to ethics in public contracting (2 G.A.R., Div. 4, Chapter 11, §11103 (b)).

Conflict of interest (18 U.S.C. § 208 and 5 C.F.R. § 2635.402) Prohibition against taking official action in a particular matter involving any entity in which you, or someone whose interests are imputed to you, have a financial interest. Imputed interests include (1) the interests of your spouse; (2) minor children; (3) a general partner; (4) an organization in which you are serving as an officer, director, trustee, general partner, or employee; or (5) any person or organization with whom you are negotiating or have any arrangement concerning prospective employment.

Additionally, the Standards of Conduct prohibit you from acting in a particular matter that involves a financial interest of a member of your household or if it involves a person with whom you have a "covered relationship" (5 C.F.R. § 2635.502). "Covered relationship" is defined to include (1) a person with whom you conduct business other than routine consumer transactions; (2) a person who is a member of your household, or who is a relative with whom you have a close personal relationship; (3) a person for whom your spouse, parent, or dependent child is serving or seeking to serve as an officer, director, trustee, general partner, agent attorney, consultant, contractor, or employee; (4) any person for whom you have served, within the last year, as officer, director, trustee, general partner, agent attorney, consultant, contractor, or employee; and (5) an organization in which you are an active participant. This rule is designed to ensure you maintain the appearance of impartiality in carrying out your official duties.

4. Covenant Against Contingent Fees. The Offeror warrants that no person was retained for commission, percentage, brokerage, or contingent fee to solicit or secure any contract upon agreement. Breach of this warranty shall give GHURA the right to terminate the contractor, or at its discretion to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commission payable by contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business (2 G.A.R., Div. 4, Chapter 11, §11108 (f) and (h)).
5. Wage Determination Established and Benefits. The Offeror has read and understands the provisions of 5 GCA §580, which reads:
 - a. §5801. Wage Determination Established.
 - i. In such cases where the Government of Guam enters into a contractual arrangements with sole proprietorship, a partnership or a corporation ("contractor") for the provision of 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 Marianas 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.
 - ii. The Wage Determination most recently issued by the U.S. Department of Labor at the time of a contract is awarded to a contractor by the government of Guam shall be used to determine wages, which shall be paid to the 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 apply 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.
 - b. §5802 Benefits.
 - i. 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.
 - c. Section 3 Requirement:
 - i. The work to be performed under this contract is project assisted under a program providing direct Federal financial assistance

from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U. S. C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the area of the Section 3 covered project and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the Section 3 covered project.

- ii. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR, Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.
- iii. The contractor will send to each labor organization or representative of workers with which s/he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR, Part 135, the contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR, Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of this regulation.
- iv. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR, Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided and to such sanctions as are specified by 24 CFR, Part 135.

- v. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
 - vi. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).
 - d. That the Offeror is in full compliance with 5 GCA §5801 and §5802, as may be applicable to the procurement referenced herein.
6. Contractors Prohibited from Employing Convicted Sex Offenders from Working at Government of Guam Venues (5 GCA §5253)
- a. No persons 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, shall work for his employer on the property of the Government of Guam other than a public highway.
 - b. All contracts for services to agencies listed herein shall include the following provisions: (1) warranties that no person providing services on behalf of the contractor has been convicted of a sex offense under the provisions of Chapter 25, Title 9 GCA or an offense as defined in Article 2, Chapter 28, Title GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry; and (2) that if any person providing services on behalf of the contractor is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such a person will be immediately removed from working at said agency and the administrator of said agency be informed of such within twenty-four (24) hours of such conviction.
 - c. Duties of the General Services Agency or Procurement Administrators. All contracts, bids, or Request for Proposals shall state all the conditions in §5253 (b).

- d. Any contractor found in violation of §5253 (b), after notice from the contracting authority of such violation, shall, within twenty-four (24) hours, take corrective action and shall report such action to the contracting authority. Failure to take corrective action within the stipulated period may result in the temporary suspension of the contract at the discretion of the contracting authority.
7. Status of Contractor/Consultant (Offeror). The Offeror and its officers, agents, servants, and employees are independent contractors performing professional services for GHURA.
8. Insurance. The Offeror shall procure and maintain at his or her own expense all necessary comprehensive insurance for his or her employees including but not limited to Worker's Compensation and general Liability insurance.
9. Confidential or Proprietary Information. The Offeror may designate those portions of the proposals which contain trade secrets or other proprietary data which may remain confidential. After the award, the proposal of the Offeror who is awarded the contract becomes part of the public procurement record. Proposals containing trade secrets or proprietary information to be held in confidence must include a written request for non-disclosure.
10. Applicability of Guam and Federal 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 as resolved in favor of or according to the provisions of the applicable federal regulations and Guam laws.

APPENDICES: REQUIRED FORMS

Submit the following Forms and HUD Certifications, which shall constitute a part of the RFP and any contract. All work will be performed in accordance with professional standards, HUD regulations, requirements and criteria, local codes, regulations, ordinances, and statutes.

List of Attachments:

- A.** Form HUD-5369-A: Representations, Certifications, and Other Statements of Bidders
- B.** Form HUD-5369-B: Instructions to Offerors Non-Construction
- C.** Form HUD-5369-C - Certifications and Representations of Offerors, Non-Construction Contract
- D.** Disclosure of Organizational Conflict of Interest Affidavit
- E.** AG Procurement Form 002
- F.** AG Procurement Form 003
- G.** AG Procurement Form 004
- H.** AG Procurement Form 005
- I.** AG Procurement Form 006
- J.** AG Procurement Form 007
- K.** Section 3
- L.** Right to Protest Procedures
- M.** Contact for contract administration form

**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)

- | | |
|------------------------|------------------------------|
| [] Black Americans | [] Asian Pacific Americans |
| [] Hispanic Americans | [] Asian Indian Americans |
| [] Native Americans | [] Hasidic Jewish Americans |

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

The bidder represents and certifies that it:

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

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

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

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

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

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

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

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

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

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

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

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

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

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

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

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

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

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

The bidder certifies that:

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

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

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

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

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

(b) A fully executed "Previous Participation Certificate"

[] is, [] is not included with the bid.

13. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

CONTACT FOR CONTRACT ADMINISTRATION
GUAM HOUSING & URBAN RENEWAL AUTHORITY (GHURA)
RFP-GHURA-23-16-S8-UTILSTDY

Company Name: _____

Name: _____

(Print/ sign & date)

Title: _____

Mailing Address: _____ Telephone: _____

_____ Fax: _____

_____ Email: _____
