

Proposal for GUAM Comprehensive Housing Study 2008

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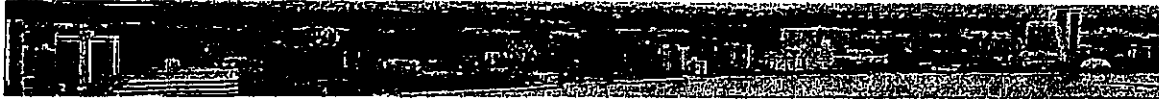
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Proposal for GUAM Comprehensive Housing Study 2008

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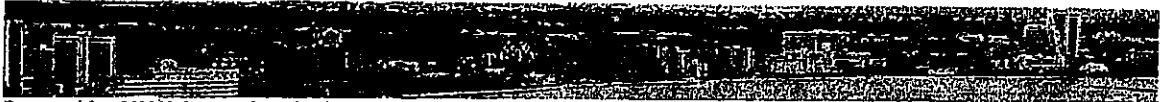
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Proposal for GUAM Comprehensive Housing Study 2008

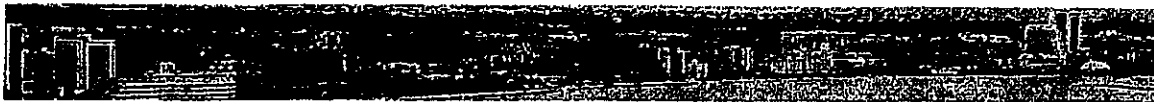
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Proposal for GUAM Comprehensive Housing Study 2008

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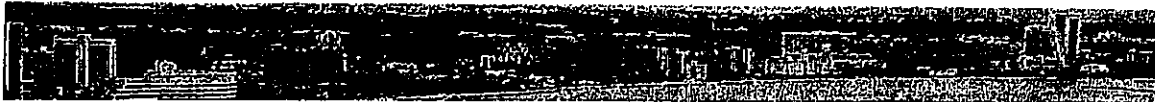
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### WORK PRODUCTS

The RFP calls for four specific product deliverables: an interim report on current housing conditions on Guam, a final project report (preceded by a draft version for review and approval), a working version of the Guam Housing Model, and a set of two presentations of study results. Our team will present those work products as required.

[REDACTED]



## PROJECT MANAGEMENT & COMMUNICATIONS

It is clear from the RFP that the lead firm in any project team must have responsibility for project management and communications. PCR will be the contact for the project and will be responsible for communications with clients. SMS will report to PCR to support project management, and be available for direct communication with clients as needed.

### Initial Project Meeting

We will begin the project by scheduling and facilitating a meeting with project principals to discuss the scope and schedule of the project. [REDACTED]

[REDACTED] The objective will be to insure all parties are in agreement about schedules and deliverables. Within seven (7) working days after the meeting, we will deliver a revised project plan. When approved, that plan will serve as the basis for measuring project progress, contract monitoring, deliverables due dates, and invoicing.

### Progress Reports

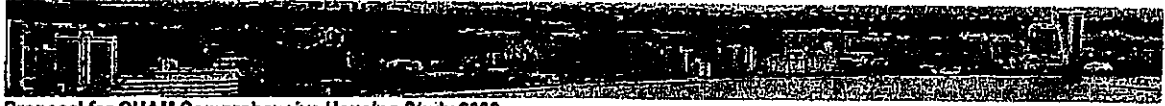
The central progress reporting mechanism will be the monthly progress report. On the last Thursday of each month we will submit a project status report to GHURA. That report will include the following information:

1. the percentage of work completed to date
2. accomplishments in the past month
3. objectives for the next month
4. current significant activities
5. critical actions/concerns requiring completion/resolution priority, and
6. a summary of project status.

We will plan the project so that we will produce a significant deliverable on or about the date of the monthly progress report. This will insure that real progress is demonstrated during the course of the project. It will also provide early opportunities for all clients to review and comment on the work products as we go along.

### Project Meetings

Project Meetings will be held at the discretion of the client. Our team will be present at all meetings assuming a reasonable lead time. SMS can be present at some of these meetings as well, again, with appropriate lead time to arrange travel. Meetings that can be conducted by audio or video conferencing will be honored on shorter time frames. We are currently estimating that the project may require progress meetings once a month.



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## Communications

Both PCR and SMS hold a "customer focus" philosophy. To this end, we propose to maintain close formal and informal lines of communication with GHURA. Monthly project meetings, regular progress reports, as well as ad-hoc meetings, will ensure that the project conforms to schedule, that objectives are clear, and that concerns are identified and addressed in a timely manner.

The RFP is clear that all communication between our Team and other parties in the project shall be routed through GHURA. At the start of the Initial Project Meeting, we will work with GHURA to identify the project principals from GHURA, the C/MTF Housing Subcommittee, other subcommittees, PCR, and SMS, and establish the agreed upon lines of communication for all modes of correspondence.

It is understood that all contractual communications will be between GHURA as the lead agency and PCR as the Prime Consultant.

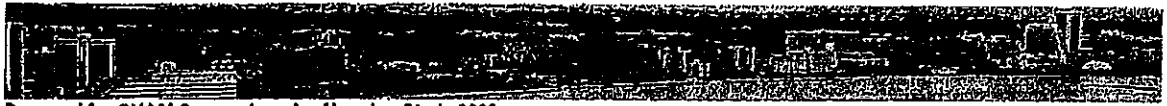


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## CONFIDENTIALITY

All documents developed during the course of this project are considered to be the property of GHURA. [REDACTED]

[REDACTED] Under no condition will any type of information be released to any agency or individual other than the GHURA project director without the Executive Director's written permission.



## PROJECT SCHEDULE

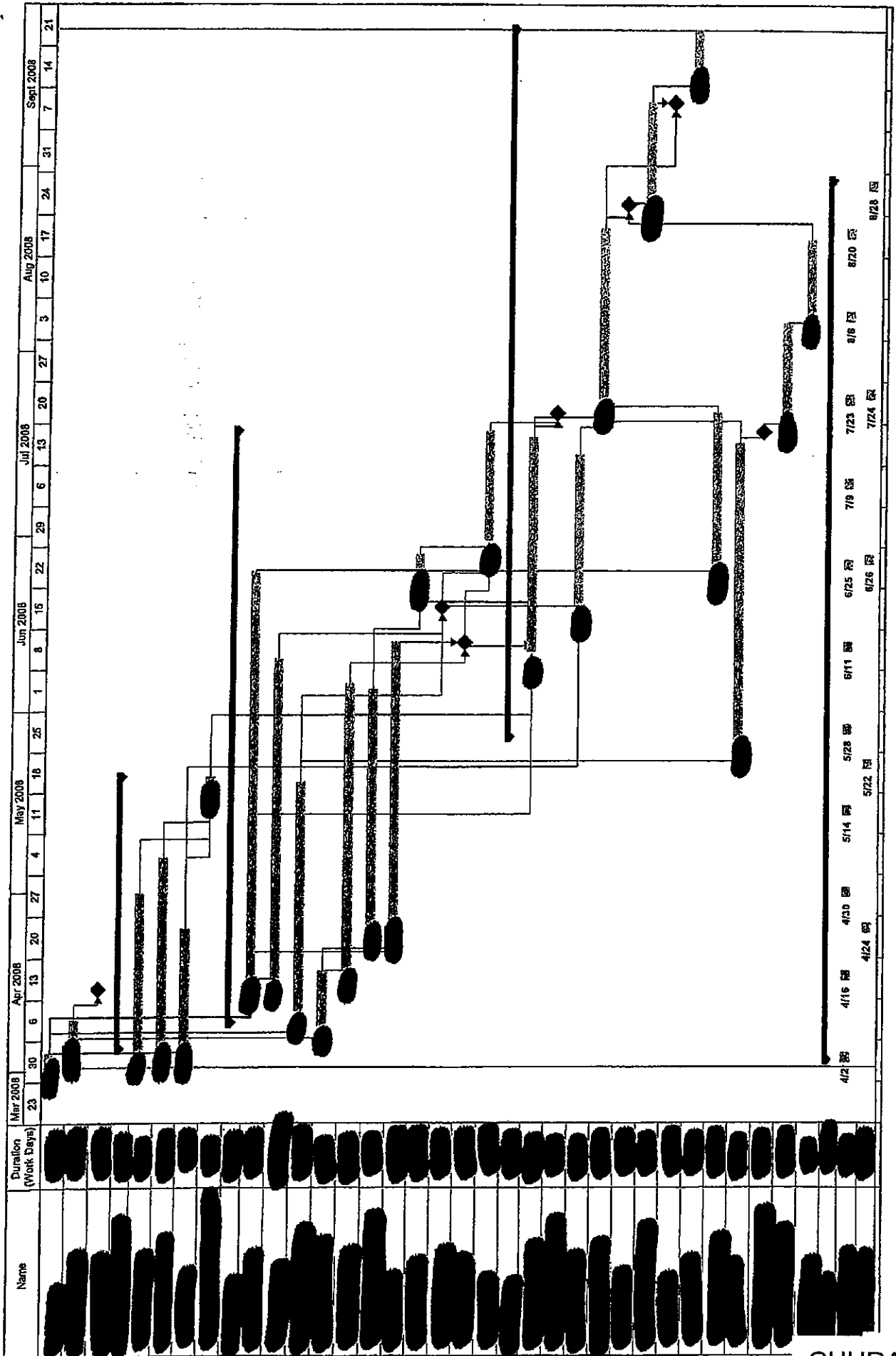
Our team is available to begin work on this project immediately. We see no reason why all deliverables cannot be delivered within 180 days of project start.

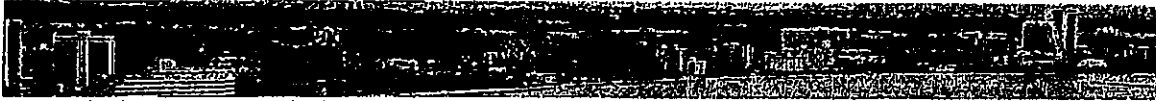
We have prepared a project timeline as shown in Exhibit 7. The timeline assumes an April 3 start date and presents only the higher-level project components. After the Initial Meeting, our team will develop a revised project timeline including any optional project components that may be requested by the clients. The revised timeline can be used to monitor project progress, monitor contracts, and schedule invoices.



Our team will be flexible about scheduling components and delivering progress reports. We look forward to working with all of you in the Initial Meeting to develop the schedule.







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## REQUIRED PROPOSAL FORMS

This section includes the forms attached to the RFP, which are a requirement for submittal of a proposal. These forms are the Non-collusive Affidavit, and the Section 3 Certifications and Compliance Agreement.

### Non-collusive Affidavit

**Note:** Failure to submit this affidavit by that date specified in this solicitation may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

By submission of this bid or offer, each Vendor and each person signing on behalf of any Vendor certifies, and in the case of a joint bids or offers each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

1. The prices in this quotation have been arrived at independently without collusion, consultation, communications, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder/offeror or with any competitor;
2. Unless otherwise required by law, the prices which have been offered in this bid/offer have not been knowingly disclosed by the bidder/offeror and will not knowingly be disclosed by the bidder/offeror, directly or indirectly to any other bidder/offeror or to any competitor;
3. No attempt has been made or will be made by the bidder/offeror to include any other person, partnership or corporation to submit or not to submit a bid/offer for the purpose of restricting competition and,
4. No employee or Board member of GHURA or their consultants has received or will receive any payment or any other form of financial compensation from the bidder/offeror as a result of award of a contract or promise of award to the bidder/offeror.

Name: <u>Tara N. Perez-Steffy</u>	Name: _____
Signature: <u>[Signature]</u>	Signature: _____
Title: <u>CEO / General Manager</u>	Title: _____
<small>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</small>	<small>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</small>
Company Name: <u>PCR Environmental, Inc.</u>	Company Name: _____
Date: <u>February 29, 2008</u>	Date: _____

Subscribed and sworn to before me MAXIMA C. ROQUE  
This 29th day of February, 2008.  
My Commission expires 8/1/2010, 20  .

Maxima C. Roque  
**MAXIMA C. ROQUE**  
**NOTARY PUBLIC**  
In and for Guam, U.S.A.  
My Commission Expires: Aug. 01, 2010  
400 Toulon St. Mongmong, Guam 96910

### Section 3 Certifications and Compliance Agreement

**Requirements for Compliance with Requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) Part 135 - Economic Opportunities for Low- and Very Low-Income Persons.**

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

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

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

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

**Numerical Goals for Section 3 Compliance**

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

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

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

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

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

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

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

#### **Definitions:**

**Applicant** means any entity which makes an application for section 3 covered assistance, and includes, but is not limited to, any, unit of local government, public housing agency, Indian GHURA, Indian tribe, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization (CHDO), resident management corporation, resident council, or cooperative association.

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

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

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

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

**HUD 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 benefiting 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 Statute shall conform with the following requirements:



- Complaints shall be filed in writing and shall contain the name, address, and phone number of the person filing the complaint, and a brief description of the alleged violation of the regulations.
- Complaints shall be filed within thirty (30) calendar days after the complainant becomes aware of the alleged violation.
- An investigation as may be appropriate, will follow the filing of a complaint. The investigation will be conducted by GHURA's Section 3 Coordinator. These rules contemplate informal, but thorough investigations, affording all interested persons and their representatives, if any, an opportunity to submit testimony and/or evidence as may be available and relevant to the complaint.
- Written documentation as to the validity of the complaint and a description of the findings or resolution, if any, will be issued by the Section 3 Coordinator no later than thirty (30) days after the filing of a complaint.

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

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

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

- Is a Section 3 Business concern and has submitted the required certification with the bid. A Section 3 Business concern means a business concern:
1. That is 51% or more owned by Section 3 Resident(s); or
  2. Whose permanent, full-time employees include persons, at least 30% of whom are currently Section 3 residents, or within the last three years of the date of first employment with the business concern were Section 3 residents; or
  3. That provides evidence of a commitment to subcontract in excess of 25% of the dollar value of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs 1 or 2 herein.
- Is Not a Section 3 Business concern but who has and will continue to seek compliance with Section 3 by certifying to the following efforts to be undertaken.

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

- By contacting business assistance agencies, minority 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**

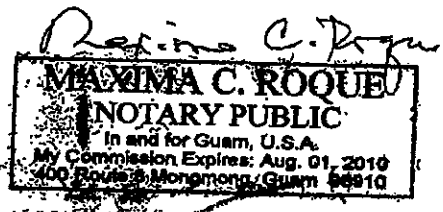
- By entering into a "first source" hiring agreements with organizations representing Section 3 residents
- By establishing training programs, which are consistent with the requirements of the Department of Labor, specifically for Section 3 residents in the building trades
- By advertising employment 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: Tara N. Perez-Steffy Name: \_\_\_\_\_  
Signature: [Signature] Signature: \_\_\_\_\_  
Title: CEO / General Manager Title: \_\_\_\_\_  
Bidder/offeree, if the Bidder/offeree is an Individual  
Partner, if the Bidder/offeree is a Partnership  
Officer, if the Bidder/offeree is a Corporation Bidder/offeree, if the Bidder/offeree is an Individual  
Partner, if the Bidder/offeree is a Partnership  
Officer, if the Bidder/offeree is a Corporation  
Company Name: PR Environmental, Inc. Company Name: \_\_\_\_\_  
Date: February 29, 2008 Date: \_\_\_\_\_

Subscribed and sworn to before me MAXIMA C. ROQUE

This 29th day of February, 2008.

My Commission expires 8/1/2010





DEPARTMENT OF REVENUE AND TAXATION

GOVERNMENT OF GUAM

110, 2nd Floor  
Barrigada, GUAM 96911  
www.guatax.com

Phone: 671-233-5111  
FAX: 671-233-5112  
EXPIRES: June 30, 2008

**BUSINESS LICENSE**

SPI NO: 0813621

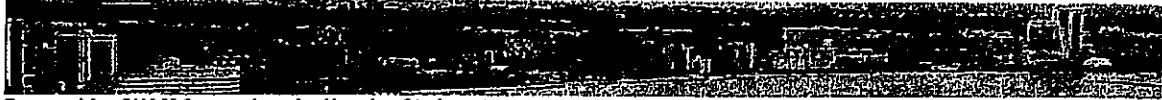
Service ACCOUNT NO. 15-000061298-002

ISSUED TO: PGE ENVIRONMENTAL, INC.	FEE	\$0.00
DOING BUSINESS AS: PGE ENVIRONMENTAL, INC.	PENALTY	0.00
TYPE OF LICENSE: ENVIRONMENTAL CONSULTANT	TOTAL FEE	\$0.00
BUSINESS LOCATION: 8111 WEST RUMBLE BLVD SANTA ROSA, GUAM		
MAILING ADDRESS: 8111 WEST RUMBLE BLVD SANTA ROSA, GUAM		
TELEPHONE: HOME	BUSINESS	671-46993 671-2160

2007  
  
 ANTHONY M. FLANAGAN  
 DIRECTOR OF REVENUE AND TAXATION

KEEP POSTED IN A CONSPICUOUS PLACE.  
 LICENSE MUST BE PRODUCED UPON  
 DEMAND TO ANY AUTHORIZED GOVT  
 OFFICIAL.

DIRECTOR OF REVENUE AND TAXATION



## APPENDIX A

### STAFF RESUMES

#### PAUL PACKBIER

President, PCR

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Mr. Packbier has over 21 years of experience in the management of environmental and planning projects. He has served as Principal-In-Charge, Principal Investigator, and/or Project Manager on a number of large planning projects and assessments. He holds technical expertise in environmental planning, impact analysis, and permitting for urban, resort, and coastal development; transportation facilities, dredging and waste disposal; municipal infrastructure improvements; subsurface investigations, hazardous materials management, regulatory compliance, pollution prevention, environmental training, project management, and process engineering. He is the President and founder of PCR Environmental, Inc.

As a frequent speaker on environmental issues at educational institutions and government-sponsored seminars throughout Micronesia, he has been instrumental in working with local and federal agencies, and private commercial firms in developing cooperative approaches for management of various complex environmental issues relating to Guam's unique conditions. He is an active member of the business community, the Guam Hotel and Restaurant Association, the Guam Contractors Association, and the Guam Chamber of Commerce where he has chaired various Committees. Mr. Packbier has also been actively involved in drafting local legislation and regulations pertaining to environmental protection. As a technical writer, his informative articles describing various areas of environmental concern for businesses are regularly featured in local publications. Mr. Packbier is a former co-host on K57's "Where We Live" environmental talk show.

Mr. Packbier is Past President of the Rotary Club of Northern Guam, Awards Chairman for the Employer Support of the Guard and Reserves (ESGR), a former Commissioner of the Public Utilities Commission (PUC) of Guam, and a member of the Andersen Air Force Base Restoration Advisory Board.

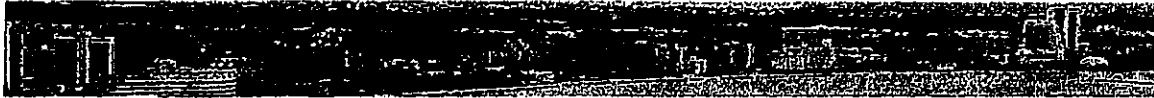
#### EDUCATION

B.E. Chemical Engineering, Stevens Institute of Technology, Hoboken, NJ, 1986

Formal training in Project Management, Environmental Investigations, Environmental Documentation, Hydrogeological Investigations, Water and Wastewater Treatment, and Human Resource Management

Hazardous Waste Worker Training OSHA 1910.120 Course (Instructor)

Construction Safety OSHA 29 CFR 1926



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**TARA N. PEREZ-STEFFY**  
**CEO/General Manager, PCR**

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Ms. Perez-Steffy is the CEO/General Manager and majority stockholder of PCR Environmental, Inc. and is responsible for overall administrative, and managerial support of PCR's projects in Micronesia, including business development, contract negotiations, and direct oversight and final review of all company work products for accuracy, quality, and consistency with the Corporate Quality Management Objectives.

She has a background in environmental impact analysis, baseline surveys, land use studies, environmental communications, marketing research, public involvement planning, contract management and program implementation. She also is responsible for PCR's Quality Assurance and Quality Control Programs for the company's projects and operations. Ms. Perez-Steffy holds a Bachelor of Arts in English Literature and Mass Communications from the University of California, at Berkeley.

Ms. Perez-Steffy consistently serves as PCR's project manager for our government clients. She is currently the Project Manager for the preparation of the Navy's Submerged Lands Management Plan, and the GIAA's Land Use and Zoning Compatibility Projects. She was the Project Manager for impact assessments recently completed for clients such as the Port Authority of Guam, the GIAA, and Andersen Air Force Base. She also led the development of Guam's Disaster Debris Management Plan, which was completed in 2007 for Guam EPA and DPW, and she currently manages the Airport's multi-million dollar Sound Solutions Program.

Ms. Perez-Steffy's unrelenting demand for quality and the adherence of strict and aggressive project deadlines has won her praise from local and federal government officials.

**EDUCATION**

B.A., *magna cum laude*, English Literature and Mass Communications, University of California at Berkeley, Berkeley, CA.

**PROFESSIONAL REGISTRATIONS/AFFILIATIONS**

National Contract Management Association (NCMA)  
Society of American Military Engineers (SAME)  
Guam Chamber of Commerce, Small Business Committee



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**HERSH SINGER**  
**Chairman, SMS Research**

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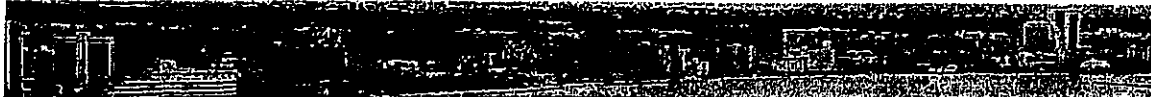
Mr. Singer was educated at McGill University in Montreal, Canada, in business, with majors in Marketing and International Business. Upon graduation he joined Colgate Palmolive limited. Mr. Singer started in the Product Management department of Colgate Palmolive Canada. He was then promoted to Vice President of Marketing Colgate Palmolive Brazil. For the next six years, Mr. Singer held positions as Vice President of Marketing International, Managing Director of Germany and President and managing Director of the English Colgate subsidiary, Helena Rubenstein. The ten years of line management experience at Colgate Palmolive provided Mr. Singer with a strong base of management and administrative skills as well as a broad range of strategic planning and implementation.

In 1979, Mr. Singer decided to move to Hawai'i to raise a family, and utilize his experience in the local market. Mr. Singer moved to Hawai'i as President of Maui Divers of Hawai'i, where he is still a shareholder and advisor. In 1981 he entered the research and consulting business. He has been Chairman of SMS since 1986.

Mr. Singer's experience nationally, internationally and locally have encompassed all areas of management and planning. He brings extensive strategic planning experience from the national and international markets, as well as his work in Hawai'i with organizations such as Duty Free Shoppers, Bishop Museum, Campbell Estate, Alexander & Baldwin, Castle & Cooke, AIG, Castle Medical Center, and many others.

Education:

Bachelor of Commerce, Major in Marketing  
McGill University, Montreal, Canada



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**JAMES E. DANNEMILLER**  
**President, SMS Research**

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Mr. Dannemiller is a veteran with 30 years of professional research experience. His technical expertise covers research design, questionnaire design, sampling, data collection, all areas of project design, plus univariate, bivariate, and multivariate statistical techniques. Mr. Dannemiller has been principal investigator for many types of research. His expertise ranges from marketing and consumer research, through media measurement and advertising impact, to market segmentation and customer satisfaction. His public opinion research experience ranges from political polling, through issues research, to program evaluation.

He is responsible for many important research projects conducted in Hawai'i over the past three decades. He has directed seminal research in visitor marketing, health status monitoring, visitor expenditure measurement, homelessness assessment, housing needs, sovereignty for Native Hawaiians, and charitable contribution research. He has conducted research in a broad and diverse range of fields including health, education, human services, transportation, media, banking, retailing, consumer behavior, customer satisfaction, and many others.

Prior to joining SMS Research, Mr. Dannemiller spent nine years as the Director of the Survey Research Office at the University of Hawai'i at Mānoa. In that capacity, he directed all of the survey and institutional research for the University's nine campuses, and provided consultation to faculty and staff on research design and analysis.

Mr. Dannemiller is an accomplished speaker and frequent lecturer at the University of Hawai'i. He is a member of the adjunct faculty at Hawai'i Pacific University and teaches at Chaminade University. He teaches marketing research, consumer behavior, and business statistics. He is a member of the Travel and Tourism Research Association, the American Marketing Association, and the American Statistical Association. He serves on the Board of Directors for Catholic Charities Hawai'i.

Education:

BA, History, Miami University, Oxford, Ohio  
BA, East Asian History, University of Hawai'i, Mānoa  
MA, Sociology, University of Hawai'i, Mānoa

Professional References:

George Willoughby, Director of Research Development, Hawaiian Electric Company, Inc.,  
543-4741  
Alvin Onaka, Dept. of Health, Office of Health Status Monitoring, 586-4600  
Frank Haas, University of Hawai'i School of Travel Industry Management, 956-7111





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**KRISTIN P. BAILEY**

**Project Director, SMS Research**

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Kristin Bailey brings a solid understanding of the application of statistical methods to socio-psychological problems. Her ability to process raw data into meaningful, actionable information and strong statistical background brings an added capability to the SMS team.

Kristin's recent projects at SMS have covered a wide range of topics: insurance, health care, charitable giving, housing development and shopping patterns. She has expertise with awareness, consumer satisfaction, and behavioral survey data.

Prior to joining SMS, Kristin worked at the Charlotte-Mecklenburg Police Department as a Crime & Geographic Information Systems (GIS) Analyst. She has directed such projects as multi-agency evaluations of domestic violence and homicide and the development of an ArcIMS Intranet application that provided mapping and basic analysis capabilities to police officers. She also served as the analyst for the Highway Interdiction and Traffic Safety (HITS) unit. With the officers in this division, she directed a number of studies examining DUI and driving with a revoked license offenses, which resulted in targeted enforcement and other changes in policy. Kristin is highly skilled at fostering strong partnerships between organizations and pursues a team approach to problem solving.

Kristin has also taught classes for Pfeiffer College's Carolinas Institute of Community Policing and been a guest lecturer at the University of North Carolina at Charlotte.

Education:

B.A. – Psychology, Davidson College

M.Sc. – Investigative Psychology, University of Liverpool, U.K.

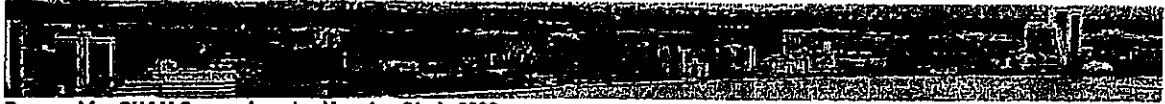
Professional Associations:

International Association of Crime Analysts

Environmental Criminology & Crime Analysis Association

American Psychological Association

North Carolina Criminal Justice Association



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**AARON PETERSON**

**Senior Project Director, SMS Research**

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Aaron Peterson joined SMS in the spring of 2003. He brought with him significant expertise in tourism research, higher order mathematics, and demographic and economic modeling. He currently manages the DBEDT tourism projects, overseeing all aspects of the project. He has assumed the role of sampling expert for some of our more technically challenging projects, including the Hawai'i Health Survey, the Behavioral Risk Factors Surveillance System, and the Housing Policy Studies. Aaron also leads the "Hawai'i Trends" project.

Mr. Peterson has the responsibility for managing major research development at SMS, including personnel development, maximizing procedural efficiency, maintaining quality control standards, ensuring timely delivery of products, and guiding product improvement.

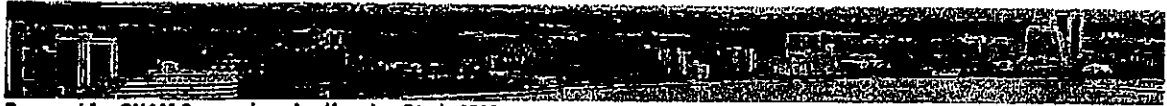
Aaron has also made important contributions to our EIS, evaluation, and economic studies division. His facility with mathematical modeling has improved the speed and accuracy of our economic impact assessment procedures. He has re-developed our population growth model and our housing supply and demand model. He quickly mastered latent class segmentation modeling, providing a valuable new tool for analysis, and he is moving the company toward the future with his understanding of multi-agent modeling.

Prior to coming to SMS, he worked for DBEDT in the Research and Economic Analysis Division for several years. He served as a statistician in the Tourism Research Branch, working on tourism statistics. He was responsible for overseeing the visitor expenditure program, to which he contributed significant improvements. He also worked within DBEDT as an economist, and was responsible for building the Hawai'i State Input-Output model, which is the major economic model used in the State today.

In his work at SMS, Mr. Peterson has further developed his knowledge and understanding of visitor characteristics and expenditures, Hawai'i population and economic growth models, customer satisfaction, and research and analysis methods. He has supplied SMS with a new level of mathematical and technical acumen and he has been an agent for change, leading the corporate movement toward faster, more accurate, more timely and economical data systems.

**Education:**

Bachelor of Arts in Mathematics, University of Hawai'i at Mānoa  
Bachelor of Arts in Economics, University of Hawai'i at Mānoa



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**CORINE T. RASMUSSEN**

**Project Director / Research Analyst, SMS Research**

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Corine combines experience in quantitative survey research with a knack for creative problem solving. At SMS, she is responsible for taking a project through all phases of the research process: designing the questionnaire and analysis plan, developing the sample, overseeing data collection, analyzing the data, and reporting the findings.

Corine has been a research analyst with SMS since 1994. Her research work for the private sector has included studies to measure and track customer satisfaction, to determine product or brand positioning, to identify competitive threats in the marketplace, to project the feasibility or non-feasibility of specific business ventures, and to pinpoint optimal pricing levels or product mix. This work has encompassed the health care, insurance, not-for-profit, communications, financial services, retail, restaurant, and visitor industries.

Some examples of health-related studies Corine has conducted for the private sector are a month-to-month patient satisfaction study for a network of out-of-state hospitals, a physician satisfaction study for a network of hospitals in Hawai'i, a study of women's health care needs, and a study to determine how people select their doctor, hospital, and health plan.

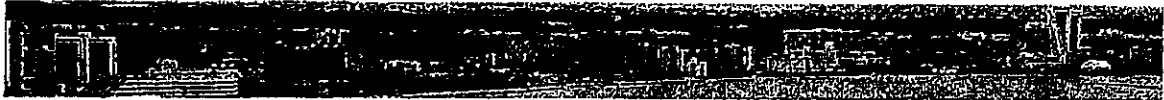
For the government sector, Corine has conducted several large quantitative studies. The *Hawai'i Child Health Survey 2000* for the Hawai'i State Department of Health involved collecting data for more than 2,000 children aged 0 to 21 and more than 1,500 children aged 5 to 11. Data collected for the latter group included question sets for health insurance, medical and dental care, safety, nutrition, exercise, and exposure to drugs and violence. Other large-sample studies included the *County of Maui Human Needs Assessment, 1999* which covered over 1,500 households in Maui County and the *Hawai'i Housing Policy Study Update 1997* which covered almost 5,500 households statewide.

Corine also contributed to SMS's evaluations of the BabyS.A.F.E. Demonstration Project for the Maternal and Child Health Branch of the Hawai'i State Department of Health, the Hui Hoola o Na Nahulu o Hawai'i Demonstration Project for the Alcohol and Drug Abuse Division of the Hawai'i State Department of Health, and the Ohana Conferencing Demonstration Project.

Education:

BS, The Wharton School, University of Pennsylvania

BA, College of Arts and Sciences, University of Pennsylvania



Proposal for GUAM Comprehensive Housing Study 2008

**PORTIA N. CAMP**

**Database Specialist, SMS Research**

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Portia Camp has worked in statistical agencies in the Philippines prior to migrating to Hawai'i in early 1997. She began her career with the National Statistical Office as a Senior Statistician working on agriculture and fisheries censuses. Two years later, she was promoted to a Statistical Coordinator position and acted as Division Chief of the Housing Census Division and at the same time monitored the activities of the Population Census Division. Her technical expertise ranged from planning of censuses/surveys to data collection, processing, analyses and dissemination of information. Due to the nature of the work, she also acquired more training and experience in computer programming.

The next four years, Ms. Camp worked as Survey Specialist working on different agricultural and fisheries surveys of the Bureau of Agricultural Statistics, a government agency under the Department of Agriculture. Her stay in the Bureau also allowed her to be involved in several national and international research projects. The Research Prioritization Project funded by the Australian Centre for International Agricultural Research lead her to a membership at the Australian Agricultural Economics Society. Because of involvement in several research projects, she also became a Life Member of the Philippine Statistical Association. From then on, she did consultancy work and acted as trainer in various short-term training in basic statistics.

During the past five years, Ms. Camp worked as full-time employee of the International Center for Living Aquatic Resources Management, which is a member of the Consultative Group on International Agricultural Research. She was initially hired as a statistician but her interest and expertise in computer programming eventually turned her into a database programmer. Her major contribution was converting the database program (from DOS-based to Windows-based) of the FishBase Project, which is jointly funded by the European Communities and the Food and Agriculture Organization. She continued working on the said project until such time that she has to move to Hawai'i.

In addition to this full-time work, for the last two years, she also worked as consultant to the Preventive Nephrology Project of the National Kidney and Transplant Institute. As such, she assisted in the survey design and data collection and subsequently prepared the system for data processing.

Three months after moving to Honolulu in 1997, Ms. Camp joined SMS as a Project Director. She initially did statistical work but her knowledge and expertise in computer programming and database work led her to devote more time doing the latter. Early this year, she spent time in Denver, Colorado to learn more of the AnalytiX database marketing system from the Customer Insight Company. She is now a Certified Advanced User of AnalytiX.

Education:

Bachelor of Science in Statistics, University of the Philippines  
Masters in Applied Statistics, Polytechnic University of the Philippines



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**AMY KEALOHA LEE**

**Fielding Director, SMS Research**

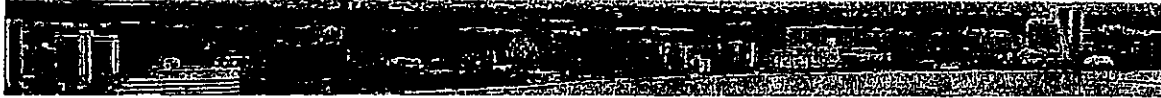
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Ms. Lee has been with SMS for six years. She is a product of Hawai'i schools and worked in the education field (Preschool Level) prior to being employed by our company. Amy is our Horatio Alger story, having worked her way up from the interviewer's chair to the Director of Fielding. She truly knows the job from the ground up and has empathy for the respondent, the interviewer, and our clients.

Over the course of her career with SMS, Ms. Lee has worked with virtually every sort of survey project we have done at SMS, including some outside of the Call Center. She has managed projects as small as recruiting ten people for a single focus group, and as large as our major health and housing surveys, each of which gathers data from over 6,000 households every year. Amy knows marketing surveys, government surveys, political polls, and children's surveys. She has mastered the intricacies of CATI software and sample development, and can spot problems in survey instruments and fielding plans long before they "go live" in the Call Center.

Amy began her duties as Director of Fielding in 2006. Her new responsibilities include the operation of the Call Center as well as the direction of all fielding projects and managing as many as 200 interviewers over the course of a year. Amy has quickly risen to the task, demonstrating her abilities at operations management and human resources management. Amy is a stickler for maintaining schedule and at the same time an effective leader of people. Her skills have been put to good use in our Call Center and we are pleased to have her at the wheel.

In addition to a full-time job as Fielding Director, Ms. Lee is continuing her education. She is seeking her next degree in the field of business management with a specialty in the health area – not unlike her work at SMS.



Proposal for GUAM Comprehensive Housing Study 2008

**CATHY T. FUJIHANA**

**Executive Assistant, Production Manager, SMS Research**

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Cathy Fujihana joined SMS in 1996. Before that, Cathy garnered nine years of legal office experience where she specialized in corporation and conveyance law. She then transferred to the research field, working for another Hawai'i research company where she was responsible for database management and other data processing tasks.

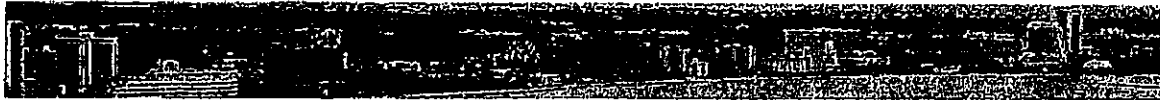
During her tenure at SMS, Ms. Fujihana has demonstrated considerable expertise in the design and execution of documents, including proposals, reports, and interim program reporting documents. For the last seven years she has been responsible for design and layout of most of our documents. She also designs our progress reporting systems, procedures manuals, and technical documents. All of these are particularly important in program evaluation research.

Cathy also serves as manager for projects with long and complicated timelines. Her training and experience have provided her with the skills necessary to sort out the complexities of long projects, manage the details over a protracted timeline, and recognize how changes in scope or timing can affect project outcomes. She is our go-to manager for projects that require a sharp and consistent eye.

Cathy is a veteran of some of our most important research projects and a member of the Sales team. She knows SMS systems and staff and clients. She is strong on communications and likes to keep in touch with clients. She is a current Notary Public and has been certified since 1988. Her educational background includes marketing and real estate and her experience includes considerable work with health and tourism projects.

Education:

Bachelor of Business Administration, University of Hawai'i at Mānoa in Marketing  
Bachelor of Business Administration, University of Hawai'i at Mānoa in Real Estate  
Associate in Science in Legal Secretarial Science  
Notary Public, 1988-2008



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## APPENDIX B

### SMS EXPERIENCE

#### Selected Housing Projects

##### The Hawai'i Housing Policy Study, 1992, 1997, 2000, 2003, and 2006

This project was the largest and most relevant housing study ever conducted in the State of Hawai'i. The Prudential Locations, Inc., and SMS conducted it as a joint venture for a consortium of clients. Clients included the State's HFDC and OSP, housing agencies for all four counties, and eight of the State's major landowners and housing developers. The study involved a housing stock study, a housing demand survey (n=5,328), and development of a housing demand model. The study has become the major source of housing data in the state, and its data are the basis for the State Housing Information System.

##### Analysis of Impediments for the County of Hawai'i, 2007

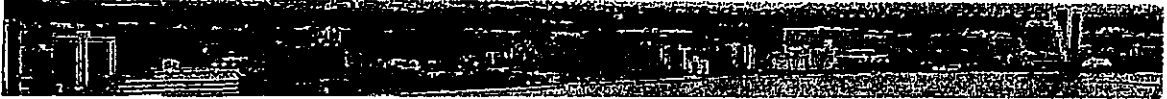
The Hawai'i County's Office of Housing and Community Development selected SMS to conduct an analysis of impediments for the Hawai'i County. The objectives include: preparing a fair housing analysis of impediments for the County; identifying any impediments to housing choice; comparing results with the 2003 benchmarks and measure change in AFFH status; developing a plan to remove impediments identified in the analysis; and providing the necessary support methodology and records reflecting the analysis and actions.

##### The Hawai'i Impediments to Fair Housing Study, 2003

This study was conducted for the Housing and Community Development Corporation of Hawai'i and the four County Fair Housing agencies. The objective of the study was to identify impediments to Fair Housing that may exist in each county, and to make recommendations for improvement in the next year. The method was the standard method for AI studies recommended by HUD, and results were delivered to each county to support their planning efforts.

##### Hawai'i Homeless Point-In-Time Survey, 1990, 1992, 2003, 2006

This study, commissioned by the Housing and Community Development Corporation of Hawai'i, Homeless Division, is conducted regularly at five-year intervals. The objectives are to measure the number of homeless individuals in Hawai'i (sheltered and unsheltered), to identify their characteristics and conditions, and to identify their most pressing needs. Results are used to develop homeless services policy for Hawai'i and each of its four counties. The project components include agency surveys, a major statewide survey of homeless persons, and estimation of the numbers and types of homeless people in the State. SMS developed the method of surveying and estimating the numbers of homeless individuals in 1990. The Urban Institute featured that method in a review of acceptable homeless study procedures in 1992.



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**Department of Hawaiian Home Lands Beneficiary Study, 1994-1996 and 2003**

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This project provides a comprehensive analysis of applicant and lessee for the Department of Hawaiian Home Lands. It is designed to help the Department respond constructively to beneficiaries concerns. SMS devised a plan that was based on both primary and secondary data collection, and is organized as a single, comprehensive information system, designed to produce needed information on an economical basis.

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**Castle & Cooke Homes Hawai'i, 2002 to Present**

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SMS worked with Castle & Cooke staff to integrate and make sense of several different market studies and research projects, adding meaningful market trends to provide them with a meaningful overview of the market for housing in Central Oahu and the longer term trends that will impact future development. A clear market understanding will provide the basis for future planning. SMS has participated in the Castle & Cooke planning team for its new Koa Ridge project and will be working with them to ensure that future plans meet potential customer needs.

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**Maui County Community Plan Area Socio-Economic Forecasts, 1992 – 1994, 2001- 2002**

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CRI served as a technical consultant to the Maui County Planning Department, preparing regional forecasts of population, housing, and employment and a model that could later be adapted by the Department. CRI produced further analyses for the Department and the Citizens Advisory Committees, and presented findings to the CACs. SMS has updated the software, assumptions, and historical data for the model, and has developed a new version (to 2020) for Maui County. We also developed a Socio-Economic Impact Assessment of the changes forecast in the new model.

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**Transient Vacation Rentals Survey, 2002**

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For Maui County, SMS conducted a survey and real property analysis to understand the impact of transient vacation rentals on local communities.

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**Market Update For Villages of Laiopua, 1995**

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A market feasibility study done for the Housing Finance and Development Corporation (HFDC) assessed the demand for affordable and market housing, emphasizing potential products in Village 5 of HFDC's major West Hawai'i planned community. The report covered socio-economic trends and housing supply and demand in West Hawai'i through 1997.

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**Preliminary Feasibility Studies, Affordable Housing Projects, 1994-2003**

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After conducting the 1992 and 1997 Hawai'i Housing Policy Studies, SMS provided non-profit developers with small-scale studies based on secondary data to assess market feasibility as defined by the Rental Housing Trust Fund. SMS has also conducted larger feasibility studies for HUD and private sector applications.



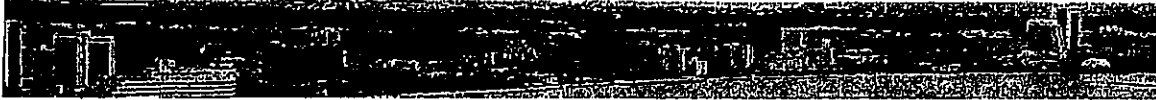


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**Barbers Point NAS Master Plan, 1994-1995; EIS 1998-1999**

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SMS served as economic consultant to the Master Plan process. As such, it was responsible for preparing studies of economic development, housing, and the homeless. SMS personnel served as planning staff for the Barbers Point Reorganization Commission Task Forces on Economic Development, and Housing, the Homeless, and Education with the aim of integrating community, agency, and planning concerns in a plan for redevelopment of the base. SMS went on to prepare socio-economic impact studies for the closure EIS.



Proposal for GUAM Comprehensive Housing Study 2008

## **PCR EXPERIENCE**

### **Selected Planning and Program Management Projects**

#### **Housing Needs Assessment Surveys, 2001-2005**

This project was a component of the A.B. Won Pat International Airport Authority's Land Acquisition and Relocation Assistance Program for noise compatible land use surrounding the Airport. The impetus for the study was the Airport's need to relocate families within non-compatible land use areas. The needs assessments and relocation plans were prepared for displacees of the relocation. Surveys followed the requirements of the Uniform Act and involved a housing inventory study, economic impact studies, public meetings, and relocation assistance requirements.

#### **Land Use and Noise Compatibility Study and Residential Sound Insulation Program, 2003-2008**

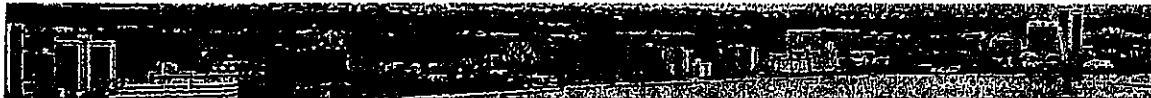
PCR currently manages the Airport's \$15 million residential sound insulation program, which will mitigate more than 500 single-family dwellings and 200 multi-family units. PCR also prepared a Part 150 Noise and Land Use Compatibility Study for GIAA in accordance with Part 150 of the Federal Aviation Regulations. The Part 150 study included an in depth analysis of the noise and land use impacts associated with airport operations, and produced remedial and operational mitigation measures to reduce the airport's impact on surrounding communities. The Integrated Noise Model was used to model noise impacts and create all required Noise Exposure Maps (NEMs) for the study.

#### **Environmental Impact Statement for the Proposal to Relocate Select Marine Corp Units from Okinawa to Guam, 2008**

PCR is a subconsultant on the development of the EIS/OEIS for the proposal to relocate select Marine Corps units from Okinawa to Guam. The EIS is being developed in accordance with the National Environmental Policy Act (NEPA) of 1969, Council on Environmental Quality (CEQ) regulations (40 CFR Part 1500 *et seq.*), the most current version of OPNAVINST 5090.1 (*Environmental and Natural Resources Program Manual*), and all applicable Executive Orders. The geographic scope of the EIS study area includes lands on Guam and the CNMI for operational/training facilities, residential accommodations, and training ranges.

#### **Natural Resource Assessment of Guam and CNMI for the Marine Corps Relocation, 2007**

PCR was a subconsultant on this effort to prepare natural resource development constraints assessments of Guam and certain islands of the CNMI. The assessment was for (1) the establishment of new port facilities for naval vessels, (2) the construction of various new operations facilities supporting the Marine Expeditionary Force, (3) the construction of family housing and bachelor quarters, (4) the addition of new and/or upgraded utility systems, and (5) the procurement of new training areas and associated facilities. The document identified and assessed the lawfully protected natural resources of Guam and specified islands (Tinian, Saipan, Rota, Aguijan, FDM, Sarigan, and Pagan) of the Commonwealth of the Northern Marianas Islands (CNMI) through a natural resources literature review of Guam and the



**Proposal for GUAM Comprehensive Housing Study 2008**

specified islands of CNMI. In addition, the report identified the potential impacts and mitigation measures necessary for prospective land and coast utilization.

**Seafood Consumption Survey/Human Health Risk Assessment, Orote Landfill, 2000**

PCR prepared a Seafood Consumption Survey to assess the human health risks associated with PCB contaminated fish found in the area of the Orote Landfill. A survey was conducted on residents of three southern villages to measure potential exposure pathways. A telephone survey of local fishermen was also completed in support of the human health risk assessment.

**Land-Use Control Plans, Remedial Action Work Plans, and Decision Documents, 2008**

Under an Indefinite Delivery/Indefinite Quantity (ID/IQ) Contract with the US Naval Facilities Engineering Command, Pacific Division, PCR prepared Land-Use Control Plans, Remedial Action Work Plans, Proposed Plans, Public Presentations, and Decision Documents for various sites on Guam, performed Operations and Maintenance Support for various Remedial Actions, assisted in the organization of facilitator sessions between federal agencies and the Government of Guam, and the preparation of an ASTM 1527-05 compliant Environmental Site Assessments.

**Environmental Impact Statement for Proposed Wharf Improvements and Fill at Apra Harbor, Guam, Air Quality Impact Assessment, 2007**

PCR prepared an Air Quality Impact Assessment for the EIS for Apra Harbor Wharf Improvements and Fill, Apra Harbor, Guam. The proposed action includes 1) construction of a new 1,500-foot wharf to the east of Hotel Wharf, 2) placement of approximately 500,000 cubic yards of fill over 18 acres of submerged lands in three areas along the east end of the Glass Breakwater, and 3) dredging of submerged lands to depths of 55 to 60 feet in waters adjacent to the proposed 1,500-foot wharf to accommodate larger deep draft commercial and military vessels.

**Environmental Assessment for the Relocation of the Instrument Landing System Sustaining Runway 6R/24L Approach, 2006**

Under contract with GIAA, PCR prepared a Noise and Land Use Impact Study for the relocation of the ILS to the runway 6R/24L approach. The study was conducted in accordance with the FAA regulations and modeled using the Integrated Noise Model Version 6c. Noise and land use impacts due to the relocation were analyzed and mitigation measures were developed.

**Brownfields Redevelopment and Program Management, 2008**

PCR authored three federal grant applications for Brownfields redevelopment projects in Guam and was successful in securing funding for Brownfields cleanups of three GIAA operated sites in Tiyan, Guam. As Program Manager, PCR is responsible for the implementation of Brownfields Cleanup Projects at 3 Land-Use Control (LUC) sites, which are formerly-used Navy facilities. Cleanup project includes the removal of soils that have elevated levels of certain metals, the re-use of these soils underneath new taxiways or the perimeter road within the Airport's Airport Operating Area (AOA). Innovative technologies to be deployed include the use of an XRF Analyzer to determine metals levels at the sites during the actual remedial effort.



Proposal for GUAM Comprehensive Housing Study 2008

### **Environmental Impact Statement (EIS) for Ritidian to Jinapsan Access Study**

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PCR was the Project Manager to the GEDA for the Environmental Impact Statement (EIS) in compliance with all requirements of the National Environmental Policy Act (NEPA) for the Ritidian to Jinapsan Access Study. The project included: an Environmental Impact Statement (EIS) meeting Federal Highway Administration (FHWA) Section 4(f) and USFWS biological assessment requirements; interaction with USFWS representatives, including Section 7 consultation; consultation with the Office of State Historic Preservation (OHP) regarding cultural resources that could be affected directly or indirectly by the project; interaction with other relevant agencies, including FHWA.

### **Selected Public Participation Highlights**

#### **FAR Part 150 Noise Exposure and Land Use Compatibility Program and Residential Sound Insulation Program, 2003**

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PCR is the Program Manager for a \$13 million dollar residential sound insulation project which requires an extensive Public Education Program, including public education and outreach activities, including newsletters, fact sheets, brochures, websites, handbooks, video presentations, and public hearings and meetings.

#### **Guam Disaster Debris Management Plan, 2005**

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Under the Plan, PCR prepared public education and outreach program which included public hearings, fact sheets, a presentation and interactive booth at Guam EPA Earth Day Festivities, interactive displays, appearances on radio talk show programs, training programs, and media press releases.

- Original -

GUAM HOUSING AND URBAN  
RENEWAL AUTHORITY

REQUEST FOR PROPOSAL  
RFP#: GHURA-RP&E-08-002  
GUAM Comprehensive Housing Study 2008

February 2008

GHURA000135



# GHURA

Guam Housing and Urban Renewal Authority  
Aturidat Ginima' Yan Rinueban Suidat Guahan  
117 Bien Venida Avenue, Sinajana, Guam 96910  
Phones: (671) 477-9851 · Fax: (671) 472-7565 · TTY: (671) 472-3701



## REQUEST FOR PROPOSAL RFP#: GHURA-RP&E-08-002 GUAM Comprehensive Housing Study 2008

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FELIX P. CAMACHO  
Governor of Guam

MICHAEL W. CRUZ, M.D.  
Lt. Governor of Guam

RONALD S. De GUZMAN  
Executive Director

BENNY A. PINAULA  
Dputy Director

**REQUEST FOR PROPOSAL**  
**RFP #: GHURA-RP&E-08-002**  
**PURPOSE: GUAM Comprehensive Housing Study 2008**

**I. PRELIMINARY SCOPE OF SERVICES**

**A. GENERAL INTENT**

It is the intent of GHURA to enter a contract agreement.

The Guam Housing and Urban Renewal Authority (GHURA), on behalf of the Housing Subcommittee of the Governor's Civilian / Military Task Force (C/MTF), is seeking the professional services of an Individual, Firm, or Team of individuals or firms to provide the services necessary to 1) Conduct a Comprehensive Housing Study for Guam and 2) Develop a dynamic, interactive housing model that will be used to generate forecasts of housing needs for Guam.

**BACKGROUND**

In line with the U.S. Japan Alliance Transformation and Realignment Agreement, the U.S. Pacific Command, in May 2006, proposed a massive military buildup on Guam as a key component of its initiative know as the "Integrated Global Presence and Basing Strategy."

By the year 2010, Guam is expected to experience rapid growth as a result of the proposed military expansion on Guam. The Housing Subcommittee of the Governor's Civilian Military Task Force is tasked to address any impacts related to housing that are expected from this increase in population.

The C/MTF Housing Subcommittee's vision is a community with adequate and affordable housing available for everyone. The mission is "To examine the housing market, conduct an analysis of future housing needs for the community and mitigate any impacts that may arise from the military expansion, in order to ensure that adequate housing is available for Guam residents of every income level."

A Comprehensive Housing Study is needed for the subcommittee to fulfill its mission. In order to mitigate the impacts of the military build up, it is necessary to develop a baseline of information from which projections and forecasts could be created. This is a study that involves collection, interpretation and analysis of data and goes beyond an examination of existing real estate information. The information obtained from the study is expected to

assist the Government and other entities to plan accordingly and effectively for the increased military presence. Therefore, it is expected that this study will have special emphasis on the potential military influx as well as other social/economic impacts related to housing issues.

## B. SCOPE OF SERVICES

### 1. General requirements:

- a. Selected Individual, Firm, or Team of individuals or firms shall perform the services consistent with professional skill and care.
- b. Shall attend all necessary meetings and prepare meeting agendas and minutes of meetings.
- c. All communication between Consultant and other parties for the project shall be routed through **GHURA**.
- d. The period of performance for this project is 180 calendar days. The selected individual(s) or firm(s) shall ensure that the service required covers all necessary time to complete what is required for this contract. If the service required is beyond the noted calendar days, the consultant shall include the time required in the negotiation.
- e. Duties, responsibilities and limitation of authority of the Individual or Firm shall not be modified or extended without written authorization by **GHURA**.
- f. Upon receipt of the Notice to Proceed, Consultants will convene a meeting with **GHURA** staff to discuss scope of work, timelines, meetings, and submittals of deliverables during the process.
- g. Strict adherence to the timeline, agreed upon between the Consultant(s) and **GHURA**, is expected. The Housing Subcommittee is operating at an accelerated pace in response to the aggressive military timeline.
- h. Public Input / Participation: Consultants are expected to solicit public input in some manner, agreed upon during negotiations. Given the potential impacts that will occur with the military buildup on Guam, it is crucial to obtain input from the community. Although a review of secondary data may produce valid information, some type of survey or interview process will be necessary to gain a more accurate picture of current issues and needs, related to housing.
- i. Consultants will need to work with **GHURA** and the members of the Civilian/Military Task Force Housing Subcommittee to complete the tasks listed in the Scope of Work.
- j. Collaboration/Coordination with other C/MTF Subcommittees is expected. The military buildup is expected to impact the entire island of Guam and so it is important to take a holistic approach to the project. As evident in the makeup of the CMTF, which is comprised of eleven subcommittees. (See Attachment of C/MTF Subcommittee List).



**2. SERVICES REQUIRED:**

- a. Examine existing conditions/ current housing situation through a housing needs assessment. Consultants are expected to collect and analyze information about the existing conditions / current housing situation, related to, but not limited to, the following:
  - i. Current housing conditions (i.e. extent of overcrowding, years in tenancy, et al.)
  - ii. Housing Data (i.e., Home ownership, Prices, et al.)
  - iii. Housing inventory
  - iv. Housing types and availability
  - v. Housing Demand (i.e. housing preferences, buyer vs. renter, et al.)
  - vi. Location preferences
  - vii. Demographics (i.e. household size, household income, household type, et. al.)
- b. At minimum, the following should be examined in terms of what potential impacts will occur as a result of the military buildup.
  - i. Homelessness
  - ii. Elderly
  - iii. Disabled
  - iv. Low to moderate-income level households
  - v. Mass transit
  - vi. Production issues  
(i.e. Infrastructure, subdivision regulations, general regulations)
  - vii. Land issues

**3. Develop the Guam Housing Model.**

Given the dynamic nature of the information currently available, an interactive housing model is critical for planning purposes. The housing model must be computerized, user friendly, dynamic and driven by the input of data/variables that change.

4. Consultants will be expected to be available to present their findings on at least two (2) occasions. Presentations will be of professional grade, preferably making use of computerized presentation software and/or flip charts.

**5. DELIVERABLES**

ALL INFORMATION, DATA, AND PRODUCTS THAT ARE GENERATED AS A RESULT OF THIS PROJECT ARE PROPERTY OF GHURA AND THE GOVERNMENT OF GUAM. DISSEMINATION OF ANY INFORMATION, DATA, AND OR PRODUCTS GENERATED FROM THIS PROJECT WILL ONLY BE AUTHORIZED BY GHURA. ADDITIONALLY, GHURA WILL RETAIN COPYRIGHT AND ALL REPRODUCTION RIGHTS.

- a. Report: Existing conditions, current issues and needs assessment

- Report should indicate any assumptions that statements are predicated upon
- b. Draft (Preliminary results of study)
- c. Final Report (Findings, analysis of data)
  - i. 6 printed copies of the final report w/ maps and associated documents.
  - ii. 6 digital copies of the report with maps and associated documents.
  - iii. Executive Summary included
  - iv. All printed materials should have the following acknowledgements specifically stating "This project is funded through the Community Development Block Grant Program, as administered by the Office of Community Planning and Development, U.S. Dept. of Housing and Urban Development.
- d. Computerized Housing Model (Interactive, dynamic, scenario & data input driven)
- e. Presentation to C/MTF Housing Subcommittee and the other C/MTF Subcommittee Chairpersons

## II. TIME AND DURATION OF SERVICES

It is anticipated that the services required will commence as soon as possible and will continue for a period that will be no longer than 180 days from date that the Notice to Proceed is issued.

The Study will consist of three milestones (phases), with a deliverable due at the completion of each phase. **Offerors must submit a proposed timeline** for the project, which incorporates the following:

- a) Existing conditions, current issues, and needs assessment
- b) Preliminary summary of findings, draft Report and initial trial of Guam Housing model.
- c) Final report and computerized Housing Model

## III. TYPE OF CONTRACT

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

## IV. FORM OF SUBMITTAL

All proposals must be submitted in writing with one (1) original and four (4) copies.

## V. SUBMISSION REQUIREMENTS

- A. An Individual, Firm, or Team of individuals or firms who are interested in this project shall submit to GHURA's Main Office at 117 Bien Venida Avenue, Sinajana, Guam, the following qualification statements and support documents no later than 3:00 P.M., Chamorro Standard Time (+15 EST), February 29, 2008 for consideration:

1. A brief description of other contracts under which services similar in scope, size, or discipline to required services were performed or undertaken within a period of the last ten years, including names and telephone numbers of the clients
2. Description of the proposed project team, the experience of the project team personnel, with resumes.
3. A discussion of a plan (methodology) that the consultant will undertake to accomplish the objectives of this project and the work described in the Scope of Services, with a proposed timeline of project.
4. Consultant must be licensed to conduct business on Guam and will be required to submit copies of current Guam Business licenses/certificates, upon the commencement of contract negotiations.
5. Non-collusion Affidavit (form attached).
6. Section 3 Certification and Compliances Agreement (form attached).
7. Name and address of the consultant's local and main (if any) offices, including the telephone/facsimile number and email of the person to be contacted relative to this proposal.
8. Any additional information which the firm or individual feels will aid the government in accurately determining their qualifications.

**B. QUALIFICATIONS**

The following qualifications are considered to be minimum standards:

1. Knowledge of principles of urban research and research design
2. Experience in research design, implementation and reporting
3. Experience in housing or real estate research
4. Knowledge of basic principles of housing research
5. Experience in development of forecast models
6. Experience in services on similar projects.

**VI. EVALUATION PROCEDURES/CRITERIA FOR CONSULTANT SELECTION**

- A. Guam Housing and Urban Renewal Authority (GHURA) reserves the right to reject any, part of any, or all proposals.
- B. GHURA will create a selection committee.
- C. Selection Committee will select three (3) firms from those submitting proposals.

- D. Within approximately 15 working days of receipt of responses to this RFP, the selected three (3) firms will be notified by **GHURA**.
- E. **GHURA** will commence contract negotiations for comprehensive consultant services with the first (1st) firm identified on the indicated short list. If these negotiations are not productive, negotiations with that firm will be terminated. Negotiations will then begin in a similar manner with the next firm on the short list, continuing in sequence through the short list of firms until such time as negotiations are successfully completed.
- F. **PROPOSAL EVALUATION CRITERIA:** Submitted proposals will be evaluated on the basis of the following criteria with each item being given a weight:
- i. *The completeness of the proposal, particularly the methodology and approach to be followed in performing the required services within the Scope of Work.* 35%
  - ii. *The expertise, experience and availability of personnel for each task to be completed within the specified time frame.* 35%
  - iii. *The Proposer's demonstrated past record of performance.* 20%
  - iv. *The Proposer's capacity to perform the work within a prescribed time frame.)* 10%

The proposals, which have a reasonable chance of being selected for award, will be considered to be in the competitive range (score of 80 points or higher) and will be asked to participate in negotiations to discuss technical and price factors so as to ensure a mutual understanding of both **GHURA's** requirements and the offerors' proposals, unless **GHURA** determines that there is no need to hold negotiations and award is made based on initial proposals received.

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

## VII. RECEIPT AND OPENING OF PROPOSALS

- A. All proposals shall be sealed in an envelope, which shall be clearly marked with the words "Proposal Documents for Request for Proposal for Consultant Services"; the name and address of the offeror, and the date and time for receipt of proposals.
- B. Unless expressly authorized elsewhere in this solicitation, proposals submitted by electronic mail or facsimile (fax) machines will not be considered.

C. Proposals will not be opened publicly.

D. The only acceptable evidence to establish the time of receipt at **GHURA** is the time/date stamp of **GHURA** on the proposal wrapper or other documentary evidence of receipt maintained by **GHURA**.

### VIII. LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWAL OF PROPOSALS

A. Any proposal received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it;

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

B. Any modification or withdrawal of a proposal is subject to the same conditions as in paragraph (A) of this provision.

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

D. The only acceptable evidence to establish the time of receipt at **GHURA** is the time/date stamp of **GHURA** on the proposal wrapper or other documentary evidence of receipt maintained by **GHURA**.

E. The only acceptable evidence to establish the date of mailing of a late proposal,

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

- F. Notwithstanding paragraph (A) of this provision, a late modification of an otherwise successful proposal that makes its terms more favorable to **GHURA** will be considered at any time it is received and may be accepted.
- G. The only acceptable evidence to establish the date of mailing, when sent by DHL, UPS and FedEx and any other form of courier service, of a late proposal, modification, or withdrawal, is the time/date receipt of the Courier that is affixed to the package.

#### **IX. EXPLANATIONS AND INTERPRETATIONS TO PROSPECTIVE OFFERORS**

- A. Any prospective offeror desiring an explanation or interpretation of this Request for Proposal must make the request no later than 5:00 P.M Chamorro Standard Time (+15ES), Friday, February 22, 2008. All requests must be in writing. Any information given a prospective offeror concerning this solicitation will be furnished promptly to all other prospective offerors as a written amendment to the solicitation, if that information is necessary in submitting proposals, or if the lack of it would be prejudicial to other prospective offerors.
- B. Any information obtained by, or provided to, an offeror other than by formal amendment to the solicitation shall not constitute a change to the solicitation.
- C. Receipt of any amendment to this solicitation must be acknowledged by the offeror by signing and returning the amendment or by letter, email, or facsimile, which shall reference the amendment number and date of amendment. **GHURA** must receive acknowledgment by the time of the closing date and time for submission of the proposals.

#### **X. RESPONSIBILITY OF PROSPECTIVE OFFEROR**

- A. In the award of a contract, **GHURA** will review the prospective Consultant's ability to perform the proposed contract successfully, considering factors such as the offeror's:
  - (1) Integrity;
  - (2) Compliance with public policy;
  - (3) Record of past performance; and,
  - (4) Financial and technical resources.
- B. Before a proposal is considered for award, the offeror may be requested by **GHURA** to

submit a statement or other documentation regarding any of the items in paragraph (A) above. Failure by the offeror to provide such additional information shall render the offeror nonresponsive and ineligible for award.

- XI. **GHURA** reserves the right to decide whether a proposal is or is not acceptable in terms of meeting the requirements of the RFP. **GHURA** reserves the right to accept or reject proposals received, and may negotiate with offerors regarding the terms of their proposals or parts thereof.
- XII. All costs in connection with the preparation and submission of a proposal shall be paid by the offeror.
- XIII. **GHURA** will contract only with the selected Consultant. Any sub consultant employed by the Consultant will be the responsibility of the Consultant.
- XIV. It is the intention of **GHURA** to make this RFP, the successful offeror's proposal and written correspondence, a part of the contract.
- XV. Prospective Individual(s) or firm(s) shall NOT submit any cost or pricing data with their proposal until such time as the offeror is notified, in writing, that the proposal is acceptable and deemed to be the best qualified to provide the required services

**XVI. RESTRICTION AGAINST SEXUAL OFFENDORS WORKING ON GOVERNMENT PROPERTY**

The service provider warrants that no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of the Guam Code Annotated, or of an offense defined in Article 2 of Chapter 28 of Title 9 of the Guam Code Annotated, or who has been convicted of an offense with the same elements as heretofore defined in any other jurisdiction, or who is listed on the Sex Offender Registry shall provide services on behalf of the service provider while on government of Guam property, with the exception of public highways. If any employee of the service provider is providing services on government property and is convicted subsequent to an award of a contract, then the service provider warrants that it will notify the Government of the conviction within twenty-four hours of the conviction, and will remove immediately such convicted person from providing services on government property. If the service provider is found to be in violation of any of the provisions of this paragraph, then the Government will give notice to the service provider to take corrective action. The service provider shall take corrective action within twenty-four hours of notice from the Government, and the service provider shall notify the Government when action has been taken. If the service provider fails to take corrective steps within twenty-four hours of notice from the Government, then the Government in its sole discretion may suspend temporarily any contract for services until corrective action has been taken.

**RONALD S. de GUZMAN**  
Executive Director  
Guam Housing and Urban Renewal Authority



**Civilian / Military Task Force**  
Members & Subcommittees

**MEMBERS:**

Governor Felix Camacho  
Lt. Governor Mike Cruz, MD  
MG Donald Goldhorn, Adjutant General  
Senator Eddie Calvo – Finance, Taxation & Commerce Committee  
Oversight Chairperson – Tourism, Maritime, Military & Veterans Affairs Committee  
Senator Frank Blas, Jr. – Health & Homeland Security Committee  
Senator Jessie Lujan – Aviation, Immigration, Labor & Housing  
Senator Judith Guthertz – Member of Legislative Minority  
Simon Sanchez, CCU  
Carl Peterson, Armed Forces Committee of the Guam Chamber of Commerce  
Arnold Jose, President, Guam Realtors Board  
RAdm. William French, Commander Naval Forces Marianas  
Lt. Col. Gregory Quan, U.S. Army Reserves  
Capt. William Marhoffer, Commander, U.S. Coast Guard Marianas Section  
Mary Torre, President, Guam Hotel & Restaurant Association  
Jose Terlaje, President of Mayors' Council of Guam  
Leonard Rapadas, U.S. Attorney (Gov's Appointment)  
Brian Bamba (Gov's Appointment)  
Clifford Guzman (Gov's Appointment)  
Dr. Larry Kasperbauer (Gov's Appointment)

**SUBCOMMITTEES & Chairpersons**

1. **ECONOMIC DEVELOPMENT** – Co-Chair Tony Blaz (GEDCA) & Co-Chair Mike Benito (Chamber)
2. **SOCIAL & CULTURAL** – Chair Sylvia Flores (DCA) & Co-Chair Patrick Bamba (CAHA)
3. **HOUSING** – Chair Ronald DeGuzman (GHURA) & Co-Chair Benny Pinaula (GHURA)
4. **PORTS & CUSTOMS** – Chair Kenneth Tagawa (PAG)
5. **NATURAL RESOURCES** – Chair Alberto "Tony" Lamorena III (BSP) (newly formed subcommittee)
6. **PUBLIC SAFETY** – Chair Chris Duenas (DYA), Co-Chair Paul Suba (GPD)
7. **ENVIRONMENT** – Chair Lorilee Crisostomo (GEPa)
8. **EDUCATION** – Chair David Okada (UOG)
9. **LABOR** – Chair Maria Connelley (DOL) & Co-Chair Mary Okada (GCC)
10. **HEALTH & SOCIAL SERVICES** – Chair Pete Roberto (DPHSS)
11. **INFRASTRUCTURE** – Chair Larry Perez (DPW), Co-Chair Joe Perez (TNI), Secretary Craig Thompson (MCV)

### Non-collusive Affidavit

**Note: Failure to submit this affidavit by that date specified in this solicitation may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.**

By submission of this bid or offer, each Vendor and each person signing on behalf of any Vendor certifies, and in the case of a joint bids or offers each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

1. The prices in this quotation have been arrived at independently without collusion, consultation, communications, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder/offeror or with any competitor;
2. Unless otherwise required by law, the prices which have been offered in this bid/offer have not been knowingly disclosed by the bidder/offeror and will not knowingly be disclosed by the bidder/offeror, directly or indirectly to any other bidder/offeror or to any competitor;
3. No attempt has been made or will be made by the bidder/offeror to include any other person, partnership or corporation to submit or not to submit a bid/offer for the purpose of restricting competition and,
4. No employee or Board member of GHURA or their consultants has received or will receive any payment or any other form of financial compensation from the bidder/offeror as a result of award of a contract or promise of award to the bidder/offeror.

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Title: \_\_\_\_\_ 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 \_\_\_\_\_.

## Section 3 Certifications and Compliance Agreement

### Requirements for Compliance with Requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) Part 135 - Economic Opportunities for Low- and Very Low-Income Persons.

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

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

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

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

#### Numerical Goals for Section 3 Compliance

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

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

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

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

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

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

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

#### **Definitions:**

**Applicant** means any entity which makes an application for section 3 covered assistance, and includes, but is not limited to, any, unit of local government, public housing agency, Indian GHURA, Indian tribe, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization (CHDO), resident management corporation, resident council, or cooperative association.

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

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

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

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

**HUD 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 benefiting 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 Statute shall conform with the following requirements:

- Complaints shall be filed in writing and shall contain the name, address, and phone number of the person filing the complaint, and a brief description of the alleged violation of the regulations.
- Complaints shall be filed within thirty (30) calendar days after the complainant becomes aware of the alleged violation.
- An investigation as may be appropriate, will follow the filing of a complaint. The investigation will be conducted by GHURA's Section 3 Coordinator. These rules contemplate informal, but thorough investigations, affording all interested persons and their representatives, if any, an opportunity to submit testimony and/or evidence as may be available and relevant to the complaint.
- Written documentation as to the validity of the complaint and a description of the findings or resolution, if any, will be issued by the Section 3 Coordinator no later than thirty (30) days after the filing of a complaint.

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

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

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

- Is a Section 3 Business concern and has submitted the required certification with the bid. A Section 3 Business concern means a business concern:
  1. That is 51% or more owned by Section 3 Resident(s); or
  2. Whose permanent, full-time employees include persons, at least 30% of whom are currently Section 3 residents, or within the last three years of the date of first employment with the business concern were Section 3 residents; or
  3. That provides evidence of a commitment to subcontract in excess of 25% of the dollar value of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs 1 or 2 herein.
- Is Not a Section 3 Business concern but who has and will continue to seek compliance with Section 3 by certifying to the following efforts to be undertaken.

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

- By contacting business assistance agencies, minority 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: \_\_\_\_\_ 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

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 \_\_\_\_\_.

**AGENCY REPORT**

**Copy of Abstract of Bids or Offers or Relevant Portions Thereof**

In accordance with 2 GAR 12105(d), GHURA hereby submits that only two proposals were received in response to the Request for Proposal, and a copy of the proposals are attached herein at Sections (b)(1) and (2).

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D  
)

GHURA000157

**AGENCY REPORT**

**Other Documents Reelvant to the Protest**

In accordance with 2 GAR 12105(e), GHURA, at this juncture, believes that all relevant documents to the Appeal are contained in the Agency Report submitted herewith.

E

GHURA000158

# LUJAN AGUIGUI & PEREZ LLP

ATTORNEYS AT LAW

May 21, 2008

**VIA HAND DELIVERY:**

Kevin J. Fowler, Esq.  
**DOOLEY ROBERTS & FOWLER LLP**  
Attorneys at Law  
Suite 201, Orlean Pacific Plaza  
865 South Marine Corps Drive  
Tamuning, Guam 96913

Re: Decision to Official Protest of Captain, Hutapea and Associates regarding  
RFP-GHURA-RP&E-08-002 Comprehensive Housing Study

Dear Kevin:

I am legal counsel for the Guam Housing and Urban Renewal Authority ("GHURA") and have been tasked to respond to your letter of protest regarding the procurement of a comprehensive housing study. On February 29, 2008, GHURA solicited and received sealed proposals from PCR Environmental, Inc. ("PCR") and Captain, Hutapea and Associates ("Captain") to provide a comprehensive housing study. The proposals were evaluated by the evaluation committee, and PCR was determined to be the best offeror.

On May 12, 2008, Captain lodged an official protest with GHURA. The sole basis of the protest is the allegation that the RFP requires that the offeror have experience in the Guam housing market, and considering Captain is experienced in the Guam housing market unlike PCR, Captain is the best offeror and should have been awarded this contract.

GHURA hereby denies the protest of Captain. Captain may avail itself to administrative and judicial review in accordance with 5 GCA § 5425(c). The RFP does not require that an offeror have experience in the Guam market, as is alleged by the protest. Neither Section V.A., Submission Requirements, Section V.B., Qualifications, Section VI.F., Proposal Evaluation Criteria, and Section X.A., Responsibility of Prospective Offeror, list experience in Guam as a requirement, qualification, criteria or factor in awarding this contract. Nowhere within the RFP is there a requirement that the offeror have experience in the Guam housing market.

The RFP evaluation committee, which was duly constituted, reviewed the proposals and provided an independent evaluation of which offeror would be the best offeror to provide the services sought by GHURA. Unfortunately for Captain, the evaluation committee determined that PCR was the best offeror. It is the evaluation committee who is the judge of the strength of the offerors and their respective proposals, and the evaluation committee has spoken in favor of

*Writer's direct email to [acperez@lujanaguiguipez.com](mailto:acperez@lujanaguiguipez.com)*

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GHURA000159

Kevin J. Fowler, Esq.

**DOOLEY ROBERTS & FOWLER LLP**

Re: Decision to Official Protest of Captain, Hutapea and Associates regarding  
RFP-GHURA-RP&E-08-002 Comprehensive Housing Study

May 21, 2008

Page 2

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PCR.

Thank you for your consideration in this matter, and please contact me with any questions or concerns.

Sincerely,

**LUJAN AGUIGUI & PEREZ LLP**

  
Anthony C. Perez, Esq.

cc: Ronald De Guzman  
Executive Director, GHURA

G-0009E/252-00E/0252/ACP/dmg

GHURA000160

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5 *Attorneys for Guam Housing & Urban  
Renewal Authority (GHURA)*

6  
7 **BEFORE THE PUBLIC AUDITOR OF GUAM**  
8 **PROCUREMENT APPEAL**

9 IN THE APPEAL OF

DOCKET NO. OPA-PA-08-009

10 CAPTAIN, HUTAPEA & ASSOCIATES,  
11 INC.,

**ANSWER OF GHURA TO  
PROCUREMENT APPEAL**

12 Appellant.

13 The Guam Housing and Urban Renewal Authority ("GHURA"), in accordance with 2  
14 GAR §12104(c)(3) and 2 GAR §12105(g) hereby submits its Answer to the Procurement Appeal  
15 filed by Captain, Hutapea & Associates ("CHA").

16 **BACKGROUND**

17 In its effort to prepare Guam and the community for the military buildup that is to occur in  
18 the near future, and also for the population explosion set to occur by 2010, GHURA, on behalf of  
19 the Civilian Military Task Force ("CMTF") Housing Subcommittee, agreed to issue a Request for  
20 Proposal to conduct the 2008 Guam Comprehensive Housing Study (the "Housing Study"). The  
21 Housing Study is required to establish a baseline of information pertaining to housing so planners  
22 could effectively plan for the needs of the community and Guam. Additionally, the results of the  
23 Housing Study are expected to become a factor in the request for funding from the U.S.  
24 Government to assist Guam in dealing with the anticipated issues related to the military buildup.  
25 Without the data, Guam is unable to stand on solid foundation when there is a request for funding  
26 assistance. The Housing Study is expected to outline the needs for Guam and enable the CMTF  
27  
28

GHURA000161

1 Housing Study to convey the needs of the island to the Federal Government with sound, reliable  
2 and credible information gathered by professionals.

### 3 INTRODUCTION

4 The basis of the Appeal by CHA is very simply that they consider themselves the best  
5 offeror contrary to the determination by the Evaluation Committee of GHURA that offeror PCR  
6 Environmental, Inc. ("PCR") is more qualified to provide the services sought in the RFP for the  
7 Housing Study. A review of the Appeal submitted by the Appellant, CHA, brings to light four  
8 topics that need to be addressed: a) thorough understanding of the scope of work required, b) the  
9 experience and expertise of the offerors, c) data requirements, and d) qualifications of the project  
10 team members.

#### 11 1. Thorough Understanding of Scope of Work

12 First and foremost, the Housing Study is not a real estate appraisal or valuation exercise.  
13  
14 This is a planning research project typically conducted by or on behalf of communities  
15 throughout the United States to create the necessary plans for housing and community  
16 development. A thorough understanding of the RFP scope of work would support this statement.  
17

18 PCR was ranked higher than CHA mainly due to the content of their proposal,  
19 methodology proposed, and understanding of the RFP Scope of Work. It is apparent that CHA  
20 did not completely grasp the intent of the project and understanding of the scope of work  
21 solicited, as throughout their appeal, CHA consistently states the need for market data and real  
22 estate consulting experience to complete the Housing Study. The real estate consulting  
23 experience that is raised by CHA is experience in the field of real estate appraisal/valuation and  
24 the reporting of market data. This is not a requirement of the RFP.  
25  
26  
27



1 The Housing Study is not a snap-shot or report of market trends for a specific project, like  
2 the numerous CHA projects, which are generally valid for a six (6) month period of time. The  
3 forecasts and projections resulting from this Housing Study must be valid for more than five  
4 years, as this becomes a vital tool in the planning for the housing needs for Guam. This type of  
5 research project requires the use of qualitative and quantitative techniques, modeling, citizen  
6 participation techniques, methods to assess socio-economic impacts, and assessment of policies  
7 that affect housing. This is not a review and report of housing market trends.  
8

9 The Housing Study must produce a housing forecast model and provide GHURA with the  
10 tools necessary to plan for the impacts that are expected as a result of the impending military  
11 buildup. By the fall of 2010, construction that is related to the military buildup will begin, and  
12 with this construction, an estimated ten thousand (10,000) civilian people are expected to arrive  
13 on Guam seeking opportunities and jobs related to this construction period. These same people  
14 will be in need of housing. This housing study is needed for GHURA to prepare for this increase  
15 in demand and to help answer many questions including: What will be the change in population  
16 demographics? How will this affect the housing preferences, needs, and demands? What is the  
17 affect on affordable housing? What will be the affects on the elderly, the disabled, or  
18 homelessness?  
19

20 GHURA has determined that PCR has better grasped the understanding of the services  
21 sought in the RFP, and consequently, are the better offeror to provide the services sought in said  
22 RFP.  
23

## 24 2. Experience/Expertise of Offerors

25 CHA's experience and expertise in the field of real estate appraisal / valuation is not in  
26 question. However, the Housing Study is not a real estate appraisal or valuation exercise. This  
27

1 project is not a market survey similar to those that CHA has listed in their proposal. This is a  
2 research project involving population forecasts & projections, population dynamics, and an  
3 analysis of the affects of population growth on future demand for housing. PCR ranked higher  
4 than CHA based on their qualifications, methodology proposed, and ability to perform these  
5 tasks.  
6

7 CHA's claim that real estate consulting experience is required to conduct the housing  
8 study has a fundamental flaw. The flaw being that the guidebook that CHA had planned to use for  
9 the housing study is a self-help guidebook "designed for individuals and organizations involved  
10 in housing issues-particularly in towns or counties that do not employ professional housing or  
11 planning staff", not only for those with real estate consulting experience. In the CHA proposal,  
12 they referred to the American Association of Housing Educators ("AAHE") guidebook, entitled  
13 "*Developing Community Housing Needs Assessments and Strategies*", as the methodology that  
14 they would employ to conduct the study. Within the guidebook, there is no mention of any real  
15 estate consulting experience required. In fact, as stated in the guidebook, "the guide is designed  
16 for use by planning boards, housing organizations, and activists in smaller communities that  
17 depend on volunteers to complete their local or regional housing needs assessments and  
18 strategies." Meanwhile, CHA consistently posits that real estate experience is required. If the  
19 guidebook does not specify this as a requirement, then where does CHA get the information to  
20 substantiate their claim that real estate consulting experience is required if they are using the  
21 guidebook as their methodology for the study? The claim that real estate consulting experience is  
22 required is erroneous.  
23  
24  
25  
26  
27

1 The experience and expertise of both PCR and CHA was evaluated in determining who  
2 the best offeror was, and the finding that PCR was better suited to perform the services sought in  
3 the RFP must not be disturbed.

4  
5 3. Data Requirements

6 On the topic of data requirements, in the CHA proposal, the offeror indicates that they  
7 possess “the island’s most comprehensive database on transaction activity.” Additionally, they  
8 state that that they have established a 100% capture rate for Guam real estate activity. These facts  
9 are not in dispute. Although this is useful information in creating the housing profile for Guam,  
10 possession of this type of database was never a requirement of the offeror. Offerors were not  
11 required, at the time of proposal submission, to possess any data on real estate activity on Guam.  
12 Furthermore, 100 percent capture rate of Guam real estate activity is not required to conduct a  
13 comprehensive housing study. All data that would be required to conduct the housing study was  
14 to be collected by a method of choice of the offeror. Furthermore, once again referring to the  
15 AAHE guidebook, the 100 percent capture rate of real estate activity was not listed in the  
16 guidebook as required data. Instead, the guidebook states “Existing, published data will provide  
17 the major basis for the community housing profile.”  
18

19 GHURA is confident in the ability of PCR to provide the services sought in the RFP despite  
20 the fact that they may not have the 100% capture rate data. CHA’s reliance on the possession of  
21 the 100% capture rate is misplaced when determining who the best offeror is for the Housing  
22 Study.  
23

24 4. Qualifications of Project Team Members:

25 Regarding the qualifications of project team members, CHA identified only four of the  
26 people who would be part of their “Project Team”, and of those four identified, CHA only  
27

1 included three resumes in their proposal. CHA also indicated that "five other support staff  
2 members" were part of the team, but their names, resumes and roles in the process were not stated  
3 in the proposal. This oversight/failure to provide the required data, as outlined in the RFP, proved  
4 to be a detriment to CHA and was a contributor to their lower overall ranking. The RFP was very  
5 explicit about the submission requirements, and Section V. *Submission Requirements* A.2. reads  
6 as follows; "Description of the proposed project team, the experience of the project team  
7 personnel, with resumes." Clearly, CHA did not see the importance of including the resumes of  
8 the entire project team in the proposal for the selection committee to review.  
9

10 The resumes of the PCR "Project Team" indicate that they have experience in planning,  
11 survey, research, housing needs assessments, land use planning, and environmental impact  
12 statements. Additionally, the similar projects that were listed in the PCR proposal illustrate the  
13 project team's competence to perform the tasks required.  
14

15 GHURA's determination that the qualifications of the successful offeror were greater than  
16 that of CHA must not be disturbed.

### 17 AGENCY RESPONSE TO APPEAL STATEMENTS

18  
19 Overall, in reviewing the Appeal, the resounding question is what the grounds are for the  
20 Appeal. The recurring sentiment from CHA is that PCR is not qualified and that CHA is the only  
21 qualified entity on Guam to conduct the Housing Study. The Appeal submitted by CHA does not  
22 clearly state the premise of the Appeal or cite specific allegations for the basis of the Appeal.  
23 Given that specific allegations are not cited, the following is GHURA's response to specific  
24 statements made in the Appeal:  
25

- 26 1. **STATEMENT:** *"We believe that this important contract must be awarded to a firm that*  
27 *is qualified to complete real estate consulting and analysis."*

28 In the Appeal of Captain, Hutapea & Associates, Inc.  
Docket No. OPA-PA-08-009

1           **RESPONSE:** This is a statement of belief from CHA. Under *Section V. SUBMISSION*  
2 **REQUIREMENTS, B. Qualifications**, of the RFP Scope of Work, the qualifications listed do not  
3 include “real estate consulting” or “real estate analysis”. The claim that this contract must be  
4 awarded to a firm that is qualified to complete real estate consulting and analysis is unsupported  
5 by the RFP. In the RFP, the qualifications are clearly stated and do not require specific  
6 qualifications/experience in real estate consulting and analysis. PCR was determined to be more  
7 qualified to provide the services sought in the RFP.  
8

9  
10       2.   **STATEMENT:** “Because the award winner’s proposal was reportedly so voluminous,  
11           sheer weight and intensity of material may have overwhelmed some of those judging the  
12           proposals.”

13           **RESPONSE:** This is a speculative statement about the abilities of the selection committee  
14 to process and comprehend a “voluminous proposal”. This statement does not indicate any errors  
15 in the procurement process, nor does it make reference to any error in the evaluation procedure.  
16 Instead, it is a statement about the ability of the selection committee members to review complex  
17 and lengthy documents. For the record, the positions of each of the evaluation committee  
18 members are as follows:  
19

- 20           ▪ Michael Duenas - Chief Planner, GHURA,
- 21           ▪ Ronald Lujan - Community Development Manager, GHURA,
- 22           ▪ Albert Perez - Chief Economist of Guam, BSP
- 23           ▪ Arnold Jose – President, Jose Realty and former President of the Guam Realtor’s  
24           Association,
- 25           ▪ Nora Camacho - Planner III, GHURA  
26

27  
28 In the Appeal of Captain, Hutapea & Associates, Inc.  
Docket No. OPA-PA-08-009

1 Based on the positions that these members hold, it should not be necessary to validate the  
2 ability of the committee to review proposals that are “voluminous” in nature. It is inappropriate  
3 to imply that the evaluation committee lacked the sufficient aptitude to accurately review and  
4 judge the proposals submitted, and CHA has provided no basis for such an offensive allegation.

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6 Relative to the issue of how lengthy the proposals were, the proposal submitted by CHA  
7 contained more pages than the proposal submitted by PCR.

8 3. **STATEMENT:** ... “ *Further, we are aware that there may have been some personal bias*  
9 *against our firm by at least one of the evaluation committee members.* ”

10 **RESPONSE:** CHA did not cite the specific incident or the person whose integrity is  
11 brought into question. There is no supporting evidence of this personal bias, and like the previous  
12 section, this allegation is an offensive and inappropriate implication. The evaluation committee  
13 was duly constituted and undertook the solemn duty to determine which offeror would best serve  
14 GHURA’s goals in seeking this Housing Study.

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16 4. **STATEMENT:** “ *....the contract was awarded to a firm that has no market data which is*  
17 *required to complete a housing study.* ”

18 **RESPONSE:** Market data is not required to complete the housing study nor is it in  
19 Section V. **SUBMISSION REQUIREMENTS, B. Qualifications**, of the RFP Scope of Work.  
20 Although market data is useful for this research project, the RFP did not require that the offeror  
21 possess market data, when the proposal was submitted. Any data that would be necessary for the  
22 study could be obtained during the research process, dependent upon the offeror’s method of  
23 choice. Furthermore, research projects such as this do not require 100% capture rate of market  
24 data. In fact, the guidebook that CHA intended to use as their guide for the housing study does  
25 not cite 100% capture rate of market data as a requirement.  
26

1       5.    **STATEMENT:** *"We are aware that the environmental company selected to complete this*  
2           *assignment includes experts in asbestos remediation, soil contamination, sound insulation*  
3           *and other environmental factors; however, we are not aware of real estate consulting*  
4           *reports ever completed by this party."*

5                **RESPONSE:** The RFP qualifications and evaluation criteria do not require the offeror to  
6           have conducted "real estate consulting reports". Despite the unfounded allegations of CHA, the  
7           PCR project team members have extensive experience relating to conducting a Housing Study to  
8           include planning, reporting, research, design, surveying, and data collection. The selection  
9           committee evaluated the proposals based upon several criteria, which were listed in the RFP. In  
10          this case, unfortunately for CHA, the selection committee rated the overall experience and  
11          expertise of CHA lower than PCR.

12               6.    **STATEMENT:** *"The environmental company selected as best offeror, to our knowledge,*  
13           *has no related experience, professional designations, market data, or other expertise to*  
14           *complete the Housing Study for Guam."*

15                **RESPONSE:** This is another reference to the qualifications of PCR. To reiterate, the  
16           PCR project team identified in their proposal has extensive experience in planning, reporting,  
17           research, design, surveying, and data collection which was determined to be greater than that of  
18           CHA. Once more, CHA has made incorrect and inappropriate implications, without accurate  
19           information, about the ability of the selection committee to evaluate proposals and the ability of  
20           PCR to perform the services sought.

21                The evaluation committee was duly appointed to judge the strength of the offeror and their  
22           proposals, and the result, unfortunately for CHA, is that PCR was ranked as the best offeror. With  
23           evaluation criteria and proposals in hand, the evaluation committee independently reviewed the

1 proposals and offerors and ranked them accordingly. All references to the claim that PCR does  
2 not have the experience, skill and ability to perform the services sought are unsubstantiated, and  
3 in fact, determined to be greater than that of CHA.

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5 **CONCLUSION**

6 Overall, the Appeal submitted by CHA does not make specific reference to any  
7 procurement violations made by GHURA during the process. Without the specific references, the  
8 Appeal is merely a self-serving personal claim that CHA is more qualified than PCR, and  
9 consequently, should have been awarded the contract. Such a claim made by CHA is unfounded,  
10 unwarranted and without merit. The appeal of CHA is premised on false and misleading  
11 implications, unsubstantiated claims about PCR's inability to perform the services that have been  
12 solicited, and unsupported and incorrect allegations of bias and inaptitude of the GHURA  
13 evaluation committee.  
14

15 **RECOMMENDATION**

16 GHURA respectfully requests that the appeal lodged by CHA be dismissed with prejudice  
17 as it is without any legal or factual basis.

18 Dated this 11<sup>th</sup> day of August, 2008.

19  
20 **LUJAN AGUIGUI & PEREZ LLP**

21 By: \_\_\_\_\_

22 **ANTHONY C. PEREZ, ESQ.**  
23 *Attorneys for Guam Housing & Urban  
Renewal Authority (GHURA)*

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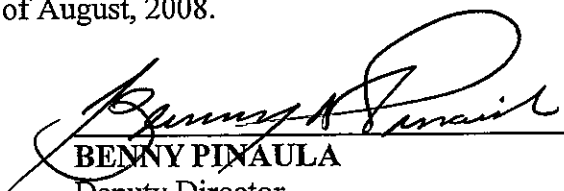


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**VERIFICATION**

I, Benny Pinaula, Deputy Director of Guam Housing and Urban Renewal Authority, being duly sworn under oath, have read and subscribed to the above set forth Answer of GHURA to Response to Procurement Appeal, and the information therein is true and correct, except as to those allegations which have been made upon information and belief, and as to those matters, I believe them to be true.

Dated this 11 day of August, 2008.

  
\_\_\_\_\_  
**BENNY PINAULA**  
Deputy Director  
Guam Housing and Urban Renewal Authority

**AGENCY REPORT**

**Award after Receipt of Protest**

In accordance with 2 GAR 12105(h), GHURA hereby submits that no contract has been awarded after receipt of the protest or appeal.



OFFICE OF THE PUBLIC AUDITOR

**Appendix B: Declaration Form  
PROCUREMENT APPEAL**

IN THE APPEAL OF

CAPTAIN, HUTAPEA & ASSOCIATES, INC., )

Appellant. )

Docket No. OPA-PA-08-009

**DECLARATION RE COURT ACTION**  
(To be signed by the Government Purchasing Agency.)

Pursuant to 5 GCA Chapter 5, unless the court requests, expects, or otherwise expresses interest in a decision by the Public Auditor, the Office of the Public Auditor will not take action on any appeal where action concerning the protest or appeal has commenced in any court.

The undersigned party does hereby confirm that to the best of his or her knowledge, no case or action concerning the subject of this Appeal has been commenced in court. All parties are required to and the undersigned party agrees to notify the Office of the Public Auditor within 24 hours if court action commences regarding this Appeal or the underlying procurement action.

Submitted this 11 day of Aug, 2008.

By: *Benny A. Pinckley*  
DECLARANT

Benny A. Pinckley  
Print Declarant's Name

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