



*The Honorable*  
**LOURDES A. LEON GUERRERO**  
*Maga' Håga · Governor*

*The Honorable*  
**JOSHUA F. TENORIO**  
*Sigundo Maga' Låhi · Lieutenant Governor*



**VINCENT P. ARRIOLA**  
*Director*

**LINDA J. IBANEZ**

*Deputy Director*

**ERNEST G. CANDOLETA Jr.**

*Deputy Director*

## REQUEST FOR PROPOSALS

*The Honorable Lourdes A. Leon Guerrero, Governor of Guam and Honorable Joshua F. Tenorio, Lt. Governor of Guam, through the Director of Department of Public Works (DPW), Vincent P. Arriola, Announces the solicitation of a sealed proposal for:*

**GUAM REGIONAL TRANSIT AUTHORITY'S (GRTA)  
ADMINISTRATION AND MAINTENANCE FACILITIES PROJECT  
(Design Phase)  
Project No.: 680-5-1002-F-TAM**

**Treasurer of Guam**

**Availability of Documents:** - **May 5, 2026**, CIP / Contracts Administration, Ground Floor, Federal Highway Building, DPW, Upper Tumon.

*Please present receipt from the One-Stop Cashier – Building A, DPW, Upper Tumon.*

**Pre-Proposal Conference:** – **May 13, 2026, 9:30 am**, Division of Capital Improvement (CIP) Ground Floor, CIP Conference Room, Upper Tumon. *Pre-Bid and Site Visit is Mandatory.*

**RFP Submittal:** - **May 19, 2026, 4:00 p.m.** **One (1) original and four (4) copies must be submitted and one (1) CD**, CIP Ground Floor, Federal Highway Building, Ground Floor.

Department of Public Works reserves the right to reject any or all proposals and to waive any imperfection in the proposals, which in its sole and absolute judgment will serve the Government of Guam interests.

**VINCENT P. ARRIOLA**

**DIRECTOR**

**04 MAY 2026**

*This Ad Paid for with Government Funds*

**REQUEST FOR PROPOSAL**

**GUAM REGIONAL TRANSIT AUTHORITY'S (GRTA)  
ADMINISTRATION AND MAINTENANCE FACILITIES PROJECT  
(Design Phase)**

**PROJECT No.: 680-5-1002-F-TAM**

**LOURDES A. LEON GUERRERO  
Governor of Guam**

**and**

**JOSHUA F. TENORIO  
Lt. Governor of Guam**

**PREPARED BY:**



**DIVISION OF CAPITAL IMPROVEMENT PROJECTS  
CONTRACTS ADMINISTRATION SECTION  
DEPARTMENT OF PUBLIC WORKS  
GOVERNMENT OF GUAM**

**REQUEST FOR PROPOSAL**

**GUAM REGIONAL TRANSIT AUTHORITY'S (GRTA)  
ADMINISTRATION AND MAINTENANCE FACILITIES PROJECT  
(Design Phase)**

**PROJECT No.: 680-5-1002-F-TAM**

**LOURDES A. LEON GUERRERO**  
Governor of Guam

and


**JOSHUA F. TENORIO**  
Lt. Governor of Guam

PREPARED BY:

**DIVISION OF CAPITAL IMPROVEMENT PROJECTS  
CONTRACTS ADMINISTRATION SECTION  
DEPARTMENT OF PUBLIC WORKS  
GOVERNMENT OF GUAM**


2026

RECOMMEND APPROVAL:

  
**JOHN F. CALANAYAN**  
Engineer Supervisor  
Department of Public Works

Date: 4/28/26

APPROVED BY:

  
**VINCENT P. ARRIOLA**  
Director,  
Department of Public Works

Date: 04 MAY 2026



*The Honorable*  
**LOURDES A. LEON GUERRERO**  
*Maga' Håga · Governor*

*The Honorable*  
**JOSHUA F. TENORIO**  
*Sigundo Maga' Låhi · Lieutenant Governor*



**VINCENT P. ARRIOLA**  
*Director*  
**LINDA J. IBANEZ**  
*Deputy Director*  
**ERNEST G. CANDOLETA, JR.**  
*Deputy Director*

## REQUEST FOR PROPOSAL

The Governor of Guam, Lourdes A. Leon Guerrero, and Lt. Governor of Guam, Joshua F. Tenorio, through the Director of the Department of Public Works is soliciting sealed proposal for the **“Guam Regional Transit Authority’s (GRTA) Administration and Maintenance Facilities Project, (Design Phase), Project No.: 680-5-1002-F-TAM”**.

Sealed proposals will be received at the Contracts Administration and Technical Services Section, Division of Capital Improvement Projects, Ground Floor, Federal Highways Building Department of Public Works, Government of Guam, no later than **4:00 p.m. May 19, 2026**.

A non-refundable amount of \$25.00 is required as payment for each set of RFP documents, which can be obtained from the Contracts Administration Technical Services, Ground Floor, Federal Highways Building, Department of Public Works commencing on **May 5, 2026**. A receipt of payment at the cashier at the Permit Center, Building “A” Department of Public Works should be presented when applying for the RFP documents.

This Request for Proposal (RFP) is available to download from DPW’s website at [www.dpw.guam.gov](http://www.dpw.guam.gov). If downloaded, the Twenty Five U.S. Dollars (\$25.00) non-refundable fee is to be paid prior to submission of sealed proposal. No proposal will be entertained if the fee has not been paid. Also, upon obtaining the RFP, prospective Offeror must complete the Acknowledgement of Receipt Form set forth as **Attachment A-9** to this RFP and return the completed form to DPW in order to receive any addenda or other notices related to this RFP. Failure by prospective Offerors to submit the Acknowledgement of Receipt Form to DPW may result in the prospective Offeror not receiving notices from DPW regarding this RFP, including addenda, point deductions during the proposal evaluation process, or proposals may be deemed non-responsive.

The Department of Public Works hereby notifies all proposers that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color and national origin in consideration for an award.

The right is reserved to reject any or all proposals and to waive any imperfection in the proposals in the interest of the Government of Guam.

A pre-proposal conference will be held **on May 13, 2026 at 9:30 a.m.** at the Contracts Administration and Technical Services Section, Division of Capital Improvement Projects, Ground Floor, Federal Highways Building Department of Public Works. A site investigation on the proposed project will be conducted immediately after the pre-proposal conference, to allow prospective bidders to familiarize themselves with the project's site conditions. **Attendance for the pre-proposal conference and site visit is mandatory.**

VINCENT P. ARRIOLA  
Director

**RFP TIMELINES**

**GUAM REGIONAL TRANSIT AUTHORITY'S (GRTA) ADMINISTRATION AND  
MAINTENANCE FACILITIES PROJECT  
(Design Phase)**

**PROJECT No.: 680-5-1002-F-TAM**

<b>May 5, 2026</b>	<b>AVAILABILITY OF RFP DOCUMENTS:</b>
<b>May 13, 2026 @ 9:30 A.M.</b>	<b>MANDATORY PRE-PROPOSAL CONFERENCE AND SITE VISIT</b>
<b>May 14, 2026</b>	<b>LAST DAY TO SUBMIT WRITTEN QUESTIONS AND/OR CLARIFICATIONS</b>
<b>May 19, 2026</b>	<b>RFP SUBMITTAL DUE DATE</b>
<b>TIME:</b>	<b>ON OR BEFORE 4:00 P.M.</b>
<b>PLACE:</b>	<b>CONTRACTS ADMINISTRATION AND TECHNICAL SERVICES SECTION, DIVISION OF CAPITAL IMPROVEMENT PROJECTS, GROUND FLOOR, FEDERAL HIGHWAYS BUILDING, DEPARTMENT OF PUBLIC WORKS</b>

**TABLE OF CONTENTS**

**GUAM REGIONAL TRANSIT AUTHORITY’S (GRTA) ADMINISTRATION AND  
MAINTENANCE FACILITIES PROJECT  
(Design Phase)**

**PROJECT No.: 680-5-1002-F-TAM**

<b><u>Contents</u></b>	<b><u>Page</u></b>
Cover Page -----	1
RFP Approval-----	2
Request for Proposals-----	3-4
RFP Timelines-----	5
Table of Contents-----	6-7
Project Overview and Description; Authority; Amendments; Acknowledgement of Amendments; Pre-Proposal Conference; Explanation to Offerors; DPW’s Answers; Period of Performance; Withdrawal of Proposals-----	8-9
Alternate or multiple Proposals not Accepted; No Late Proposals; Prohibition against Employment of Sex Offenders; Equal Opportunity; -----	10-11
Receipt / Opening of Proposals; Classification of Proposals as Responsive or Non-Responsive; Determination of Responsibility; Completeness of Proposals-----	11-12
Failure to Comply with Instructions; DPW Rights Reserved; Non-Disclosure of Data; Rejection of Proposal Offer-----	12-13
Cancellation of RFP Solicitation; Debarment; Indemnification; RFP Legal Requirements -----	13-15
RFP Requirements; Selection/Establishment of A&E Evaluation Committee Board-----	15-17
RFP Evaluation; Evaluation and Discussions; Negotiation and Award of Contract-----	17
Successful Negotiation of Contract with Qualified Offeror; Failure to Negotiate with Best Qualified Offeror; Notice of Award; Awarding of Contract with Best Qualified Offeror; Commencement and Completion of Work; Evaluation, Rating and Selection Table; Individual Evaluation Form-----	18-19

Summary Evaluation Form; Architectural and Engineering Firm General Scope of Services and Responsibilities-----20-21

Project Scope and Preferences; PS&E Submittal Schedule; PS&E Requirements; Design Codes/Guidelines and References-----22

RFP Attachments-----23-76

Mandatory/Legal Requirements **(to be submitted together with proposal A-1 to 8)**

**(Attachment A-1)** Affidavit of Disclosing Ownership and Commissions -----25

**(Attachment A-2)** Affidavit of Non-Collusion -----26

**(Attachment A-3)** Affidavit re Non-Gratuities or Kickbacks -----27

**(Attachment A-4)** Affidavit re Contingent Fees -----28

**(Attachment A-5)** Affidavit re Ethical Standards -----29

**(Attachment A-6)** Special provisions: Restrictions Against Sex Offenders Employed by Service Providers to Government of Guam from Working on Government Property-----30

**(Attachment A-7)** Declaration Re-compliance with U.S. DOL Wage Determination -----32

**(Attachment A-8)** Formal Contract -----33-43

**(Attachment A-9)** Acknowledgement of Receipt Form -----44

**(Attachment A-10)** Temporary Alien Prevailing Wage Rates-----45

**(Attachment A-11)** USDOL Wage and Benefits Rate Determination-----46-50

**(Attachment A-12)** Project Scope and References-----51-53

**(Attachment A-13)** Federal Transit Administration (FTA) Required Clauses-----54-75

**1. PROJECT OVERVIEW and DESCRIPTION**

The Governor of Guam through the Guam Department of Public Works (hereinafter referred to as “DPW”) with the assistance of the Guam Regional Transit Authority (hereinafter referred to as “GRTA”) is seeking a qualified Architectural & Engineering (A&E) firm to develop a design for Guam Regional Transit Authority’s (GRTA) Administration and Maintenance Facilities Project inclusive of all affiliated site improvements.

The A&E firm shall provide services for the preparation of a complete plans, specifications and estimate (PS&E), environmental and geotechnical assessments/evaluations, compliance with all local and federal requirements and all other related documents to be used in the competitive sealed bidding in the Construction Phase of the project.

**2. AUTHORITY**

This Request for Proposal (RFP) solicitation is issued subject to all the provisions of the Guam Procurement Act (Public Law 16-124). The RFP requires all parties involved in the preparation, negotiation, performance, or administration of contracts to act in good faith.

**3. AMMENDMENTS**

DPW reserves all rights to revise or amend this RFP prior to the date set for opening proposals. Such revisions and amendments, if any, will be announced by an amendment or addenda to this RFP and shall be identified as such. Any amendment shall refer to the portions of the RFP it amends. Amendments and addenda shall be sent to all prospective Offerors who have signed in the Bidder Register Form.

**4. ACKNOWLEDGMENT OF AMENDMENTS**

The Request for Proposals shall require the acknowledgment of the receipt of all amendments issued. 2 GAR, DIV. 4 § 3109(c)(6).

**5. PRE-PROPOSAL CONFERENCE**

Pre-proposal conferences are “*Mandatory*” as stated on the RFP Timelines. The pre-proposal conference will be conducted only to explain the procurement requirements for this Request for Proposal. DPW will notify all Offerors in writing via an addendum to this RFP of any substantive clarification provided in response to any inquiry raised during the pre-proposal conference.

**6. PRE-PROPOSAL QUESTIONS**

Offerors with questions or requiring clarification or interpretation of any section within this RFP must address their questions in writing or via e-mail to the Director of Public Works as the procurement officer or its designee on or before the deadline set forth in the

RFP Timelines. Each question must provide clear reference to the section, page, and item of this RFP in question. Questions received after the deadline may not be considered.

7. **EXPLANATION TO OFFERORS**

No oral explanation in regard to the meaning of any part of this RFP will be made, and no oral instructions will be given, before the award of the contract. Discrepancies, omissions, or doubts as to the meaning of the specification should be communicated in writing to the named contact individual of the requesting agency/department for interpretation. Questions about any part of this RFP should be communicated in writing to the Department of Public Works for interpretation. Offerors should act promptly and allow sufficient time for a written reply to reach them before the submission of their proposal. Interpretation, if required, shall be made in the form of an amendment to the RFP which will be forwarded to all Offerors and its receipt by the proposer must be acknowledged.

8. **DPW's ANSWERS**

DPW will provide an official written answer by the date set forth in the RFP Timelines to all questions received by the stated due date. DPW's response will be by written addendum. Any other form of interpretation, correction, or change to this RFP will not be binding with the DPW. Any written addendum will be forwarded to all entities or individuals who have picked-up an RFP and are included on the bidder register form. **All addenda shall form a part of the RFP documents and must be acknowledged upon receipt. Failure by any offeror to acknowledge receipt of each addendum shall be grounds for disqualifications.**

9. **PERIOD OF PERFORMANCE:**

Period of performance for the Awardee will be for a period of **One Hundred Fifty (150)** calendar days **excluding the days for government review and approval process.**

10. **WITHDRAWAL OF PROPOSALS**

Proposals may be withdrawn on written request received from the Offeror(s) prior to the time fixed for opening. Negligence on the part of the Offeror in preparing the proposal confers no right for the withdrawal of the proposal after it has been opened.

11. **ALTERNATE OR MULTIPLE PROPOSALS NOT ACCEPTED:**

Alternate or multiple proposals will not be accepted. Any Offeror submitting alternate, multiple, or otherwise altered proposals will be deemed nonresponsive and disqualified from this solicitation.

**12. NO LATE PROPOSALS**

Proposals must be received at the receptionist's desk of DPW by the Proposal Due Date set forth in the Schedule of Events. Email or facsimile proposals will not be accepted. Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration. It shall be the Offeror's sole risk to assure delivery at the receptionist's desk at the designated office by the designated time. Late proposals will not be opened and may be returned to the Offeror at the expense of the Offeror or destroyed, if requested.

**13. PROHIBITION AGAINST EMPLOYMENT OF SEX OFFENDERS**

Pursuant to 5 G.C.A. § 5253,

- (a) No person convicted of a sex offense under the provisions of Chapter 25 of Title 9 Guam Code Annotated, or an offense as defined in Article 2 of Chapter 28, Title 9 GCA in Guam, or an offense in any jurisdiction which includes, at a minimum, all of the elements of said offenses, or who is listed on the Sex Offender Registry, and who is employed by a business contracted to perform services for an agency or instrumentality of the government of Guam, shall work for his employer on the property of the government of Guam other than a public highway.
- (b) All contracts for services to agencies listed herein shall include the following provisions: (1) warranties that no person providing services on behalf of the contractor has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry; and (2) that if any person providing services on behalf of the contractor is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction.

**14. EQUAL OPPORTUNITY**

- (a) The DPW will not discriminate against any employee or applicant for employment because of race, religion, sex, color, age, economic status, or national origin. The Contractor will take affirmative action to insure that qualified applicants are employed and that employees are treated during employment without regard to their race, religion, sex, color, age, economic status, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoffs or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants

for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

- (b) The DPW will, in all solicitations or advertisements for employees placed by or on behalf of the Government of Guam, state that all qualified applicants will receive consideration for employment without regard to race, religion, sex, color, age, economic status, or national origin.

**15. RECEIPT/OPENING OF PROPOSALS**

Proposals shall not be opened publicly, and shall be opened in the presence of two or more procurement officials. Proposals and modifications shall be time-stamped upon receipt and held in a secure place until the established due date. After the date established for receipt of proposals, a Register of Proposals shall be prepared which shall include for all proposals the name of each Offeror, the number of modifications received, if any, and a description sufficient to identify the supply, service, or construction item offered. The Register of Proposals shall be opened to public inspection only after award. Proposals and modifications shall be shown only to government personnel having a legitimate interest in them.

**16. CLASSIFICATION OF PROPOSALS AS RESPONSIVE OR NON-RESPONSIVE**

All proposals will initially be classified as either “responsive” or “non-responsive”. Proposals may be found non-responsive any time during the evaluation process or contract negotiation if any of the required information is not provided or the proposal is not within the plans and specifications described and required in the RFP. If a proposal is found to be non-responsive, it will not be considered further.

**17. DETERMINATION OF RESPONSIBILITY**

The procurement officer will determine whether an Offeror has met the standards of responsibility. Such a determination may be made at any time during the evaluation process and through contract negotiation if information surfaces that would result in a determination of non-responsibility. If an Offeror is found non-responsible, the determination must be in writing, made a part of the procurement file and mailed to the affected Offeror.

**18. COMPLETENESS OF PROPOSALS**

Selection and award will be based on the information contained in the Offeror’s proposal. Proposals may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested by DPW. Information or materials presented by Offerors outside the formal response or subsequent discussion/negotiation will not be considered, will have no bearing on any award, and may result in the Offeror being disqualified from further consideration.

**19. FAILURE TO COMPLY WITH INSTRUCTIONS**

Offerors failing to comply with the instructions set forth in this RFP may be subject to point deductions. DPW may also choose to not evaluate, may deem non-responsive, and/or may disqualify from further consideration any proposals that do not follow this RFP format, are difficult to understand, are difficult to read, or are missing any requested information.

**20. DPW RIGHTS RESERVED**

While DPW and the government of Guam have every intention to issue an award as a result of this RFP, issuance of the RFP in no way constitutes a commitment by DPW or the government of Guam to award and execute a contract. Upon a determination such actions would be in its best interest, DPW, in its sole discretion, reserves the right to:

1. Cancel or terminate this RFP as provided in the Guam Procurement Regulations;
2. Reject any or all proposals received in response to this RFP in the best interests of DPW or the government of Guam as provided in the Guam Procurement Regulations;
3. Waive any undesirable, inconsequential, or inconsistent provisions of this RFP which would not have significant impact on any proposal;
4. Waive any minor informalities in proposals received, or have them corrected by the Offeror in accordance with applicable regulations;
5. Not award if it is in the best interest of DPW or the government of Guam not to proceed with contract execution; or
6. If awarded, terminate any contract if DPW determines adequate funds are not available.

**21. NONDISCLOSURE OF DATA**

In accordance with Guam Procurement Regulations § 3114(h) (2), Offerors may identify trade secrets and other proprietary data contained in their proposals. If the Offeror selected for award has requested in writing the nondisclosure of trade secrets and other proprietary data so identified, DPW shall examine the request to determine its validity prior to entering into negotiations. If the parties do not agree as to the disclosure of data, DPW shall inform the Offeror in writing what portion of the proposal will be disclosed and that, unless the Offeror withdraws the proposal or protests under 5 G.C.A. Chapter 5 Article 9 the proposal will be so disclosed.

**22. REJECTION OF PROPOSAL OFFER**

The Department of Public Works shall have the prerogative to reject any proposals in whole or in part if a determination is made that such rejection is in DPW's interest or in the best interest of the Territory of Guam as provided for in the regulations 2 GAR, Div. 4 §3115(e)(2).

**23. CANCELLATION OF RFP SOLICITATION**

Prior to the date deadline set for proposal offers, this solicitation may be cancelled in whole or in part when the Director of Public Works or his designee determines in writing that there are cogent and compelling reasons to believe that the cancellation of the solicitation is in the Department of Public Works best interest, in accordance with the Procurement Rules and Regulations; as provided for in the regulations 5 GCA §5225; 2 GAR, Div. 4 §3115(c).

**24. DEBARMENT**

The Offeror certifies, by submitting its proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any governmental department or agency. If an Offeror cannot certify this statement, attach a written explanation for review by the DPW.

**25. INDEMNIFICATION**

Indemnify the government of Guam and DPW from any liability arising from the implementation of the Offeror's proposal.

**26. RFP LEGAL REQUIREMENTS**

Each Offeror is required to submit the affidavits and assurances attached as **Attachments A-1 through A-8**. Failure to include said affidavits and assurances shall render a proposal non-responsive.

1. **Affidavit Disclosing Ownership and Commissions per 5 G.C.A. § 5233 (Attachment A-1)**. As a condition of this IFB, any partnership, sole proprietorship, joint venture, association or corporation doing business with the government of Guam shall submit an affidavit executed under oath that lists the name and address of any persons, companies, partners, or joint ventures who have held more than ten percent (10%) of the outstanding interest or shares in said partnership, sole proprietorship joint venture, association or corporation at any time during the 365 days immediately preceding the submission date of a proposal. The affidavit shall contain the number of shares or the percentage of all assets of such partnership, sole proprietorship joint venture, association or corporation which have been held by each such person during the 365 day period. In addition, the affidavit shall contain the name and address of any person who has received or is entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to this IFB for the Offeror and shall also contain the amounts of any such commission, gratuity or other compensation. The affidavit shall be open and available to the public for inspection and copying.

2. **Affidavit re Non-Collusion per 2 GAR Division 4 § 3126(b)** (Attachment A-2). By submitting an offer, the Offeror certifies that the price submitted was independently arrived at without collusion.
3. **Affidavit Re No Gratuities or Kickbacks per 2 GAR Division 4 § 11107(e)** (Attachment A-3). The bidder, Offeror, or contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in §11206 (Gratuities and Kickbacks) of the Guam Procurement Regulations. **Gratuities.** It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract; or to any solicitation or proposal therefor. **Kickbacks.** It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
4. **Affidavit re Contingent Fees per 2 GAR § 11108** (Attachment A-4). It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.
5. **Affidavit RE Ethical Standards per 2 GAR § 11103** (Attachment A-5). The bidder, Offeror, or contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a government employee to breach any of the ethical standards set forth in 5 GCA Chapter 5 Article 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.
6. **Special Provisions: Restriction Against Contractors Employing Convicted Sex Offenders from Working at Government of Guam Venues (Pursuant to 5 G.C.A. § 5253)** (Attachment A-6)
  - (a) No person convicted of a sex offense under the provisions of Chapter 25 of Title 9 Guam Code Annotated, or an offense as defined in Article 2 of Chapter 28, Title 9 GCA in Guam, or an offense in any jurisdiction which includes, at a minimum, all of the elements of said offenses, or who is listed on the Sex Offender Registry, and who is employed by a business contracted to perform services for an agency or instrumentality of the government of Guam, shall work for his employer on the property of the government of Guam other than a public highway.

7. **Declaration Re Compliance With U.S. DOL Wage Determination**  
(Attachment A-7)

27. **RFP REQUIREMENTS**

Proposal must be in writing, signed in ink, and prepared as described below. Offerors must clearly mark one proposal as “ORIGINAL” with CD disk and provide four (4) copies. The original copies must be placed in sealed box or envelope clearly labeled with RFP Number, RFP Title, and Proposal Due Date. The original should be unbound and each hard copy must be separately bound. Erasures or other changes in a proposal must be explained or noted over the signature of the Offeror. Proposals containing any conditions, omissions, unexplained erasures or alterations or items not called for in RFP, or irregularities of any kind may be rejected by DPW as being non-compliant.

1. **Introduction**

- a). Cover letter (must be on Offeror’s letterhead) with the name and address, telephone and facsimile numbers of the Offeror (and electronic address if available).

2). **Company Overview.**

- a) **Type of Firm:** Provide a brief overview of your firm. State whether Offeror is a corporation, partnership, sole proprietorship, joint venture, etc. Provide the organizational documents for Offeror and a certificate of good standing from the state or territory of formation.
- b) **Year firm established.** Indicate the number of years the Offeror has been in business under its present business name and the number of full-time personnel employed by Offeror in the last twelve (12) months.

3). **Key Personnel.**

- a) Provide the name(s), education, qualifications, experience, and the role of each key personnel assigned to perform the services under this RFP. Present an organizational chart identifying the relationships and duties of both the corporate staff and all proposed management and staff to be assigned to assist with the services under this RFP. At a minimum, if the Offeror is an individual, the proposal should include a complete resume of the individual. If the Offeror is a firm, **the proposal should include a resume of all the individuals including all licenses required who will be working on any architectural and engineering aspect of the project.** Include any pertinent or applicable awards, commendations and publications by team members.

- b) Client list and work: include a listing of significant current and former projects and description of the type of work performed or related work for this project.

**4). Licensing Requirement**

- 1. The firm must possess a current Certificate of Registration (COR) or Certificate of Authorization (COA) issued by the Guam Professional Engineers, Architects and Land Surveyors (PEALS) Board in accordance with 22 GCA, CH 32.
- 2. Offerors are required to present a copy of current Professional Engineer License issued by the Guam Board of Registration for Professional Engineers, Architects, and Land Surveyors Board (PEALS Board) of all the individuals who will be working on any architectural and engineering aspect of the project.

**5). References:**

DPW welcomes references of entities to which Offerors has provided services.

**28. SELECTION/ESTABLISHMENT OF AD-hoc EVALUATION COMMITTEE BOARD.**

A formally constituted Ad-hoc Evaluation Committee Board shall accomplish the selection of an A&E firm for an A& E contract. The Director of Department of Public Works shall establish an Ad-hoc Evaluation Committee Board to act under his/her authority.

The qualifications or area of responsibility of board members will be commensurate with the scope of A&E services to be procured. The selection criteria and list of professional staff will be provided to the Director for his use in appointing the board members.

The Ad-hoc Evaluation Committee Board is comprised of the following personnel:

**Chairman:**

Vincent P. Arriola, Director/Administrator/Procurement Officer, DPW

**Members:**

Arce Fontbuena, Engineer Supervisor/ Highway

Jeri Calaor, Engineer III, Design Analysis Section, DPW

Romualdo C. Domingo, Engineer Supervisor/ Highway

If any of the appointed members is/are not able to fulfill their appointment, a replacement will be appointed by the Director of DPW. The replacement shall be a manager or staff

professional from the DPW Sections. The proposers shall be notified of the replacement prior to the pre-evaluation of proposals.

## 29. **RFP EVALUATION**

### **Method of Evaluation**

After receipt of all proposals, the Selection committee will be convened to review and evaluate the proposals according to the **Evaluation Criteria**. The proposal submitted will be the primary document for evaluation. DPW reserves the right to select or reject any and all proposals submitted, to waive any minor information or irregularity in proposals received. It is the policy of the Department of Public Works to award proposals to offeror duly authorized and licensed to conduct business in Guam. **Offerors are required to address each evaluation criterion listed herein in their proposals.**

## 30. **EVALUATION AND DISCUSSIONS**

### **1. Evaluation:**

Ad-hoc Evaluation Committee Board will be established to review and evaluate all proposals submitted in response to this RFP. The committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided and other evaluation criteria set forth in this RFP. All proposals submitted will be evaluated by the evaluation committee and will be ranked by the criteria provided in this RFP.

### **2. Discussions:**

The evaluation committee may conduct discussions with any Offeror to: (1) determine in greater detail such Offeror's qualifications and (2) explore with the Offeror the scope and nature of the required services, its proposed method of performance, and the relative utility of alternative methods of approach. Discussions shall not disclose any information derived from proposals submitted by other Offerors, and the Guam Department of Public Works shall not disclose any information contained in any proposals until after award of the proposed contract has been made. The proposal of the Offeror awarded the contract shall be open for public inspection except as otherwise provided in the contract.

## 31. **NEGOTIATION AND AWARD OF CONTRACT**

The Department of Public Works shall negotiate a contract with the best-qualified proposer for the required services at compensation determined in writing to be fair and reasonable. Contract negotiations will be directed toward: (1) making certain that the Offeror has a clear understanding of the scope of work, specifically, the essential requirements involved in providing the required services (2) agreeing upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity, and nature of such services.

**32. SUCCESSFUL NEGOTIATION OF CONTRACT WITH QUALIFIED OFFEROR.**

If compensation, contract requirements, and contract documents can be agreed upon with the best-qualified proposer, the contract will be awarded to the qualified offeror. (See ATTACHMENT A-8)

**33. FAILURE TO NEGOTIATE CONTRACT WITH BEST QUALIFIED OFFEROR**

If compensation, contract requirements, or contract documents cannot be agreed upon with the best qualified proposer, a written record stating the reasons therefore shall be placed in the file and the Department of Public Works will advise such Offeror of the termination of negotiations which shall be confirmed by written notice within three days. Upon failure to negotiate a contract with the best-qualified proposer, the Department of Public Works will enter into negotiations with the next most qualified proposer. If negotiations again fail, negotiations will be terminated as provided in this Section and commence with next most qualified proposer.

**34. NOTICE OF AWARD.**

The Department of Public Works will notify all Offerors of the status of the RFP and intent to award. Written notice of award will be public information and made a part of the contract file.

**35. AWARDING OF CONTRACT WITH BEST QUALIFIED OFFEROR**

The Department of Public Works will negotiate a contract with best qualified offeror for the required services. If compensation, contract requirements and contract documents can be agreed upon with the offeror, a contract will be awarded to this offeror.

**36. COMMENCEMENT AND COMPLETION OF WORK**

Design and investigative study completion time is **Two Hundred Ten (210) calendar days**. DPW will issue Notice to Proceed (NTP) for the design and investigative study of the project upon approval of Contract Agreement.

**37. EVALUATION, RATING AND SELECTION TABLE**

In the evaluation, rating and selection of proposals, the evaluation factors and their relative importance are as follows:

All proposals submitted will be evaluated by the Evaluation Committee and will be rated using the criteria and form provided in this RFP including the following:

<b>EVALUATION CRITERIA</b>	<b>MAX SCORE</b>	<b>SCORE</b>
<p><b><u>Offeror's Educational Attainment/Background</u></b> Offeror is required to present Educational Attainment, Certifications, trainings etc. of all key personnel intended to work for the completion of the design work.</p>	<b>20</b>	
<p><b><u>Statement of Experiences &amp; Qualifications</u></b> Offeror is required to present satisfactory evidence that he/she or the A&amp;E firm have sufficient experience and are fully qualified. Include a written, verifiable statement of experience in providing and managing requested services.</p>	<b>50</b>	
<p><b><u>Licensing Requirements:</u></b> Offerors are required to present a copy of current Professional Engineer license issued by the Guam Board of Registration for Professional Engineers, Architects, and Land Surveyors of all individuals who will be working on any architectural and engineering aspect of the project.  The firm must submit a current Certificate of Registration (COR) or Certificate of Authorization (COA) issued by the Guam Professional Engineers, Architects and Land Surveyors (PEALS) Board in accordance with 22 GCA, CH 32.</p>	<b>20</b>	
<p><b><u>Determination of Responsibility of Offeror</u></b> Offerors are requested to submit proposals, which are complete and unambiguous without the need for additional explanation or information. DPW may make a final determination as to whether a proposal is acceptable or unacceptable solely on the basis of the proposal as submitted, and proceed with proposal evaluation without requesting further information from any Offerors.</p>	<b>10</b>	
<b>TOTAL POINTS</b>	<b>100</b>	

**38. INDIVIDUAL EVALUATION FORM:**

<b>Evaluation Criteria</b>	<b>Evaluation Points</b>	<b>Remarks</b>
<b>Offeror's Educational Attainment/Background</b>		
<b>Statement of Experiences &amp; Qualifications</b>		
<b>Licensing Requirements</b>		
<b>Determination of Responsibility of Offeror</b>		
<b>Total</b>		

**39. SUMMARY EVALUATION FORM**

Criteria	Evaluators Points					Remarks
	A	B	C	D	E	
<b>Offeror’s Educational Attainment/Background</b>						
<b>Statement of Experiences &amp; Qualifications</b>						
<b>Licensing Requirements</b>						
<b>Determination of Responsibility of Offeror</b>						
<b>Total</b>						

**40. ARCHITECTURAL AND ENGINEERING FIRM GENERAL SCOPE OF SERVICES AND RESPONSIBILITIES:**

- A. The Architecture/Engineering (A&E) firm must be responsible for the assessment, and complete design of the project. All Prospective Proposers must visit the site and must be responsible for having ascertained pertinent conditions such as location, accessibility, the general character of the site, and the extent of existing conditions within or adjacent to the site. No extra compensation will be made by reason of any misunderstanding or error as regards the site, the condition thereof, accessibility or the amount or type of work to be performed.
- B. The A&E shall provide environmental assessment, conduct an accurate topographic survey of the entire project, conduct geotechnical investigation, architectural and engineering services for the different tasks described in this RFP. Furnish the Government complete Plans and Specifications, required reports, cost estimate, schedules and analysis & recommendation for the project and shall be signed and approved by Professional Engineer authorized to practice and perform work in Guam or the Marianas.
- C. The Architectural & Engineering Firm shall be professionally responsible for the services performed under this RFP. The “Firm” shall be responsive to all required government criteria, information, guidance and review for comments. All services shall be in full compliance with all required Federal and Local requirements.
- D. All other items not detailed shall be assumed included to make a complete design and ready to be used in the competitive sealed bidding in the Construction Phase of the project.
- E. **The “Firm” warrants that the Design shall be performed in accordance with RFP requirements and ready to acquire building permit during the construction phase of the project. The A&E firm shall assist DPW and the future construction firm to satisfy any additional requirements that may deem necessary during the bidding, permitting and construction process. Design works related not conforming to the Contract requirements shall be corrected at no additional cost to the Government.**

F. All drawing, illustrations and pictures attached to the RFP documents are for general guidelines and reference only.

**G. Build America, Buy America Act (BABAA)**

1. BABAA applies to this project
2. Contractor is required to submit a Certification of Material Origin for all Construction Materials.
3. BABAA Requirements:
  - All iron and steel used in the infrastructure project or activity are produced in the United States.
  - All manufactured products used in the infrastructure project or activity are produced in the United States.
  - All construction materials are manufactured in the United States
4. BABAA Waiver Conditions:
  - Applying the American sourcing requirement would be inconsistent with the public interest.
  - The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonable available quantities or of a satisfactory quality.
  - The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

**I. All other items not detailed shall be assumed included to make a complete design and ready to be used in the competitive sealed bidding in the Construction Phase of the project.**

**J. All work shall be in accordance and in compliance with 2009 International Building Code complete and ready for use.**

**41. PROJECT SCOPE OF WORK AND REFERENCES**

1. Please refer to ATTACHMENT A-13 (Pages 54-75) for additional RFP requirements. (Federal Transit Administration (FTA) Required Clauses

**42. PS&E SUBMITTAL SCHEDULE:**

**Task I:**

60% Submittal (PS&E)

60 calendar days after Notice to Proceed

## **Task II**

90% Submittal (PS&E)

60 calendar days after review & approval of  
(Task I Preliminary submittal)

## **Task III**

100% Submittal (PS&E)

30 calendar days after review & approval of  
(Task II Pre-final submittal)

### **43. PS&E REQUIREMENTS:**

- a) Plans- complete plans, including title sheet, summary of quantities and schedules, details, cross sections, etc.
- b) Technical Specifications- complete technical specifications to properly construct each item, of work including test procedures required, and any special conditions to be required.
- c) Estimates- Each item of work shall be supported with a detailed quantity take-off computation and corresponding cost analysis for each item of work. Any lump sum cost shall also be supported with detailed breakdown arriving to the lumps sum cost.
- d) Design analysis and computation sheets
- e) CPM schedule to establish project construction activities within the specified construction time.

### **44. DESIGN CODES/GUIDES AND REFERENCES**

All services shall be performed in accordance with the general criteria contained in the following references as needed.

- a) Building Law, Title XXXII, Government Code of Guam
- b) International Building Code (2009 Edition)
- c) International Mechanical Code (Latest Edition)
- d) International Plumbing Code (Latest Edition)
- e) National Electrical Code (NEC-Latest Edition)
- f) National Electrical Safety Code (NESC-Latest Edition)
- g) Life Safety Code (Latest Edition)
- h) International Fire Code (IFC-latest Edition)
- i) National Fire Protection Association Handbook (NFPA 70)
- j) Illuminating Engineering Society (IES)
- k) American Disability Act (ADA)
- l) GEPA, USEPA, CFR29
- m) Guam Energy Code
- n) U.S. Army Corps of Engineers
- o) All other codes, regulations, technical publications and design manuals applicable.

**45. RFP ATTACHMENTS:**

**1. MANDATORY/LEGAL REQUIREMENTS (To Be Submitted together with Proposal)**

See Attachments A-1 to A-7

**2. FORMAL CONTRACT**

See Attachment A-8

**3. ACKNOWLEDGEMENT OF RECEIPT FORM**

See Attachment A-9

**4. TEMPORARY ALIEN PREVAILING WAGE RATE**

See Attachment A-10

**5. USDOL WAGE AND BENEFITS RATE DETERMINATION**

See Attachment A-11

**6. PROJECT SCOPE OF WORK AND REFERENCES**

See Attachment A-12

**7. FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIRED CLAUSES**

See Attachment A-13

# **MANDATORY/LEGAL REQUIREMENTS**

**To Be Submitted Together With Proposal (Attachment A-1 to A-7)**



**AFFIDAVIT OF NON-COLLUSION**

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

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

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

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

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

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

Subscribed and sworn to before me

This \_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
NOTARY PUBLIC

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

**AFFIDAVIT Re NO GRATUITIES or KICKBACKS**

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

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

1. The name of the offering firm or individual is [state name of Offeror Company] \_\_\_\_\_ . Affiant is \_\_\_\_\_ [state one of the following: the Offeror, a partner of the Offeror, and officer of the Offeror] making the foregoing identified bid or proposal.

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

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

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

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

Subscribed and sworn to before me

This \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_, \_\_\_\_\_.

AFFIDAVIT RE CONTINGENT FEES

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

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

1. The name of the offering company or individual is [state name of company] \_\_\_\_\_.
2. As a part of the offering company’s bid or proposal, to the best of my knowledge, the offering company has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this Contract. This statement is made in pursuant to 2 GAR Division 4 11108(f).
3. As a part of the offering company’s bid or proposal, to the best of my knowledge, the offering company has not retained a person to solicit or secure a Contract with the Government of Guam upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. This statement is made pursuant to 2 GAR Division 4 11108(h).
4. I make these statements on behalf of myself as a representative of the Offeror, and on behalf of the Offeror’s officers, representatives, agents, subcontractors, and employees.

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

Subscribed and sworn to before me

This \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
NOTARY PUBLIC

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

AG Procurement Form 007 (Nov. 9, 2010)





**FORM E**

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

Procurement No.

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

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

1. That I am \_\_\_\_\_ (the offeror, a partner of the offeror, an officer of the offeror) making the bid or proposal in the foregoing identified procurement;
2. That I have read and understand the provision of 5 GCA § 5801 and § 5802 which read:

**§ 5801. Wage Determination Established.**

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

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

**§5802. Benefits.**

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

3. That the offeror is in full compliance with 5 GCA § 5801 and §5802, as many be applicable to be procurement herein;
4. That I have attached the most recent wage determination applicable to Guam issued by the U.S. Department of Labor. (INSTRUCTION – Please attach!)

\_\_\_\_\_  
Signature

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

**CONTRACT NO.** \_\_\_\_\_

**CONTRACT**

---

(Contractor)

Public Works  
(Department)

2026

Contract for: **Guam Regional Transit Authority's (GRTA) Administration and  
Maintenance Facilities Project (Design Phase)**

Project No.: **680-5-1002-F-TAM**

Amount: \$

Place: Tamuning, Guam

**FORMAL CONTRACT**

THIS CONTRACT, (**A&E Contract**) made and entered by and between the Department of Public Works, Government of Guam, hereinafter called the “Government”, and \_\_\_\_\_, a Licensed Professional Engineering Firm of Guam, hereinafter called the “Contractor”.

WITNESSETH, that whereas the Government intends to perform the “**Guam Regional Transit Authority’s (GRTA) Administration and Maintenance Facilities Project, (Design Phase), Project No.: 680-5-1002-F-TAM**”, hereinafter called the “Project”, in accordance with the drawings, specifications and other Contract documents prepared by the Department of Public Works.

NOW THEREFORE, the Government and Contractor for the considerations hereinafter set forth, agree as follows:

- I. THE CONTRACTOR AGREES to furnish all the necessary labor, materials, equipment, tools and services necessary to perform and complete in a workmanlike manner all the work required for the assessment and design of the Project, in strict compliance with the Contract documents herein mentioned, which are hereby made a part of the Contract, including the following addenda:

Addendum No.	Dated
_____	_____
_____	_____
_____	_____

- (a) Contract Time: The Contractor agrees to commence work under this Contract upon written notice to proceed, and to provide complete design services as required by this RFP. Period of performance for the Contractor will be for a period of **One Hundred Fifty (150) calendar days.**

II. SUBJECT TO AVAILABILITY OF FUNDS, THE GOVERNMENT AGREES to pay, and the Contractor agrees to accept, in full payment for the performance of this Contract, ***the Contract amount of*** \_\_\_\_\_, (\$ \_\_\_\_\_) *plus* any and all sums to be added and/or deducted resulting from all extra and/or omitted work in connection therewith, as authorized under this RFP all in accordance with the terms as stated in the Contract documents.

*(a) Progress payments will be made on a monthly basis.*

III. COVENANT AGAINST CONTINGENT FEES. The Contractor warrants that he has not employed any person to solicit or secure this Contract upon any agreement for a commission, percentage, brokerage or contingent fee. Breach of this warranty shall give the Government the right to terminate the Contract, or in its discretion, to deduct from the Contract price or consideration the amount of such commission, percentage, brokerage or contingent fee. The warranty shall not apply to commission's payable by Contractors upon contracts or sales secured or made through bonafide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

IV. OTHER CONTRACTS. The Government may award other Contracts for additional work, and the Contractor shall fully cooperate with such other Contractors and carefully fit his own work to that provided under other Contracts as may be directed by the Contracting Officer. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor.

V. DISPUTES. Except as otherwise specifically provided in this Contract, all disputes concerning questions of fact arising under this Contract shall be decided by the Contracting Officer whose decision shall be final and conclusive upon the parties thereto. In the meantime the Contractor shall diligently proceed with the work as directed.

VI. CONTRACT BINDING. It is agreed that this Contract and all of the Covenants hereof shall inure to the benefit of and be binding upon the Government and the Awardee

respectively. Neither the Government nor the Awardee shall have the right to assign, transfer or sublet his interests or obligations hereunder without written consent of the other party.

VII. NO MECHANIC LIENS. It is hereby mutually agreed by and between the parties hereto that no mechanic, contractor, material man or other person or will contract for or in any other manner have or acquire any lien upon the building or works covered by this Contract, or the land upon which the same is situated.

VIII. RESTRICTION. The service provider warrants that no person in its employment who has been convicted of 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 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 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.

- IX. INDEMNITY. Service provider agrees to save and hold harmless the Government, its officers, agents, representatives, successors and assigns and other governmental agencies from any and all suits or actions of every nature and kind, which may be brought for or on account of any injury, death, or damage arising or growing out of the acts or omissions of the Awardee, Awardee's officers, agents, servants or employees under this Contract.
- X. CLAIMS AGAINST GOVERNMENT. The service provider expressly recognizes that the Government Claims Act (Title 5 of the Guam Annotated, Chapter 6) applies with respect only to claims of money owed by or to the service provider against the Government if the claim arises out of or in connection with this agreement. The service provider also expressly recognizes that all other claims by the service provider against the Government are subject to the Guam Procurement Law (Title 5 of the Guam Annotated, Chapter 5).
- XI. CONSENT TO JURISDICTION. The Contractor hereby expressly consents to the jurisdiction of and the forum of the courts of Guam with respect to any and all claims which may arise by reason of this Agreement, except as otherwise may be provided by the Guam Procurement Law. The service provider waives any and all rights it may otherwise have to contest the same or to proceed in a different jurisdiction or forum.
- XII. MANDATORY REPRESENTATION BY CONTRACTOR REGARDING GENERAL ETHICAL STANDARDS (2 GAR Div. 4 11103 (b)). With respect to this Contract and any other Contract that the service provider may have, or wish to enter into, with any Government of Guam agency, the Contractor represents that it has not knowingly influenced, and promises that it will not knowingly influence, any government employee to breach any of the ethical standards set forth in the Guam Procurement Law and in any of the Guam Procurement Regulations.
- XIII. MANDATORY REPRESENTATION BY THE CONTRACTOR REGARDING PROHIBITION AGAINST GRATUITIES AND KICKBACKS (2 GAR Div. 4 11107€) With respect to this Agreement and any other Contract that the Contractor may have or wish to enter into with any Government of Guam agency, the service provider represents

that he has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in the Guam Procurement Regulations.

XIV. (Please Maintain) COMPLIANCE TO PUBLIC LAW 24-100, PRODUCTS MANUFACTURED FROM RECYCLED GLASS. Pursuant to 5 G.C.A. Section 5218, any individual or company submitting a response to this solicitation shall include the purchase of available recycled glass pulverized on Guam or appropriate products manufactured therefrom. The contract awarded under this solicitation shall determine the suitable percentage of recycled glass to be used in the project and, as a condition of the award of the contract, shall require the Contractor to identify and certify in writing the percentage of recycled glass contained in the material offered. The acceptable percentage of recycled glass has been determined to be 0% for this project.

XV. APPENDIX II TO PART 200- CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of “federally assisted construction contract” in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#).

in accordance with [Executive Order 11246](#), “Equal Employment Opportunity” ([30 FR 12319, 12935, 3 CFR Part, 1964-1965](#) Comp., p. 339), as amended by [Executive Order 11375](#), “Amending [Executive Order 11246](#) Relating to Equal Employment Opportunity,” and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

D) Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report

all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act ([42 U.S.C. 7401-7671q.](#)) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12549](#).

(I) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#))-Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) [§ 200.323](#). Procurement of Recovered Materials

(a) A recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, [42 U.S.C. 6962](#). The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(b) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

(K) [§ 200.216](#). Prohibition on Certain Telecommunications and Video Surveillance Equipment

(a). Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain covered telecommunications equipment or services;

(2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

(b) As described in section 889 of Public Law 115-232, “covered telecommunications equipment or services” means any of the following:

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment;

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;

(c) For the purposes of this section, “covered telecommunications equipment or services” also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(d) In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.

- (e) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.
- (f) For additional information, see section 889 of Public Law 115-232 and § 200.471.
- (L) § 200.322. Domestic Preference for Procurements
- (a) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.
- (b) For purposes of this section:
- (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- (c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

IN WITNESS WHEREOF the parties hereto have executed this Contract as of the day and year first indicated by their respected names, which shall only become effective on the date it is signed by the Governor of Guam.

CONTRACTOR

GOVERNMENT

\_\_\_\_\_  
Manager  
Design/Project Management

\_\_\_\_\_  
**VINCENT P. ARRIOLA**  
Director  
Department of Public Works

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

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

\_\_\_\_\_  
Director  
Guam Regional Transit Authority

CERTIFIED FUNDS AVAILABLE:

\_\_\_\_\_  
Certifying Officer  
Guam Regional Transit Authority

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

*Allotment No.:*

CLEARED AS PER BBMR'S REVIEW:

*Amount:*

\_\_\_\_\_  
**LESTER L. CARLSON, Jr.**  
Director  
Bureau of Budget Management and Research

APPROVED AS TO LEGALITY AND  
FORM:

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

\_\_\_\_\_  
**DOUGLAS B. MOYLAN**  
Attorney General

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

APPROVED:

\_\_\_\_\_  
**LOURDES A. LEON GUERRERO**  
Governor of Guam

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

ACKNOWLEDGEMENT OF RECEIPT FORM

DEPARTMENT OF PUBLIC WORKS

Please acknowledge receipt of

Project No.: 680-5-1002-F-TAM

Guam Regional Transit Authority's (GRTA) Administration and Maintenance Facilities Project  
(Design Phase)

Name of Prospective Offeror \_\_\_\_\_

Name of person receiving RFP \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Time \_\_\_\_\_

Contact Person regarding RFP \_\_\_\_\_

Company/Firm \_\_\_\_\_

Title \_\_\_\_\_

E-mail Address \_\_\_\_\_

Contact Number \_\_\_\_\_

Fax Number \_\_\_\_\_

Address \_\_\_\_\_

**TEMPORARY ALIEN PREVAILING WAGE RATES**

N40192-16-R-2509  
Attachment I

EDDIE BAZA CALVO  
Governor



RAY TENORIO  
Assistant Governor

*Office of the Governor of Guam*

**COMMON CONSTRUCTION PREVAILING  
WAGE RATES FOR GUAM**

Pursuant to 8 CFR 214.2(h)(6)(v)(F)(2), U.S. Citizenship and Immigration Services (USCIS) must approve specific wage data and prevailing wage rates used for construction occupations on Guam. The following prevailing wage rates apply only to H-2B workers and similarly employed U.S. workers on Guam. USCIS has reviewed the Government of Guam's proposed rates and has approved the adjusted rates. These rates shall be effective for Temporary Labor Certification applications filed on or after Tuesday February 16, 2016.

<u>OCCUPATION</u>	<u>HOURLY WAGE RATES</u>
CAMP COOK	\$10.54
CARPENTER	\$14.20
CEMENT MASON	\$14.35
ELECTRICIAN	\$18.63
HVAC and REFRIGERATION MECHANICS	\$16.76
CONSTRUCTION EQUIPMENT MECHANIC	\$17.63
HEAVY EQUIPMENT OPERATOR	\$15.40
REINFORCING METAL WORKER	\$13.62
PAINTER	\$14.33
PIPEFITTER	\$17.41
PLASTERER	\$15.24
PLUMBER	\$17.41
SHEET METAL WORKER	\$15.92
STRUCTURAL STEEL WORKER	\$13.34
WELDER	\$17.92

These prevailing wage rates are effective for both new and extension temporary labor certifications. The prevailing wage rate on applications approved prior to the implementation of these new rates shall remain in effect for the duration of the existing labor certifications.

For further information, please contact Maria Connelley, Director of Labor, at (671) 475-7075, or Greg Messey, Administrator for the Alien Labor Processing & Certification Division (ALPCD) at (671) 475-8005.

BY **EDDIE BAZA CALVO**  
Governor of Guam

FEB 16 2016

Ricardo J. Bordallo Los Arroyos Complex • Adelup, Guam 96910  
Tel: (671) 475-8933 • Fax: (671) 475-4826 • www.governor.guam.gov

**USDOL WAGE AND BENEFITS RATE DETERMINATION**

General Decision Number: GU20260001 01/02/2026

Superseded General Decision Number: GU20250001

State: Guam

Construction Types: Building, Heavy, Highway and Residential

Excludes any projects funded under the National Defense Authorization Act 2010 - Guam Realignment Fund - Defense Policy Review

County: Guam Statewide.

**BUILDING, HEAVY, HIGHWAY AND RESIDENTIAL**

Modification Number	Publication Date
0	01/02/2026

SUGU2020-002 03/05/2020

	Rates	Fringes
CARPENTER-----	\$ 15.48	
CEMENT MASON-----	\$ 14.92	
ELECTRICIAN-----	\$ 18.52	
Heavy Equipment Mechanic-----	\$ 18.32	
Heavy Equipment Operator-----	\$ 16.58	
IRONWORKER, REINFORCING-----	\$ 15.61	
IRONWORKER, STRUCTURAL-----	\$ 14.90	
PAINTER-----	\$ 12.86	
PIPEFITTER-----	\$ 16.52	
PLASTERER-----	\$ 22.89	

PLUMBER-----\$ 16.52

REFRIGERATION MECHANIC  
(including Heating, Air Conditioning (HVAC)  
Mechanic work)-----\$ 18.43

SHEET METAL WORKER-----\$ 16.73

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

---

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

---

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

#### Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

#### Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio.

The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

### Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

### State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination.

The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

---

## WAGE DETERMINATION APPEALS PROCESS

- 1) Has there been an initial decision in the matter? This can be:
  - a) a survey underlying a wage determination
  - b) an existing published wage determination
  - c) an initial WHD letter setting forth a position on a wage determination matter

- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to [davisbaconinfo@dol.gov](mailto:davisbaconinfo@dol.gov) or by mail to:

Branch of Wage Surveys  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to [BCWD-Office@dol.gov](mailto:BCWD-Office@dol.gov) or by mail to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

- 2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to [dba.reconsideration@dol.gov](mailto:dba.reconsideration@dol.gov) or by mail to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

- 3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210.

---

---

**END OF GENERAL DECISION**

**PROJECT SCOPE OF WORK AND REFERENCE:**

**1.) Building Site:**

**1.1. Environmental Site Assessment and Other Federal Transit Administration Requirements:**

- The FTA's initial review of GRTA's NEPA assessment is a categorical exclusion. However, GRTA must ensure that an official environmental assessment is conducted, given the previous use of the area as B-29 aircraft stands during World War II at Harmon Field, U.S. Naval Air Station. Currently, the Department of Public Works (DPW) utilizes the area as a storage facility for all non-operational DPW vehicles prior to GRTA's vehicle disposition.
- Develop Section 106 of the National Historic Preservation Act (NHPA) (54 U.S.C § 306108) for the Guam Regional Transit Authority (GRTA) to consider the effects of the federally funded project on Historic Places.
- Develop Facility Electrification Plan (Optional). GRTA had mentioned to Honolulu Federal Transit Administration (FTA) that GRTA will request to procure fossil-fueled 40' buses instead of 40' EV buses due to the foreseeable implementation challenges that will be encountered.

**1.2. A/C Paved Vehicle Parking:**

- Customer and GRTA employee parking in front of the Administration Building with persons with disabilities, bicycle and motorcycle parking.
- Revenue vehicle (full-sized vans and mini buses) parking on the left side of the Administration Building.
- Revenue vehicle (less than 30' long cutaway vehicles) parking on the rear side of the Maintenance Building next to the rear perimeter fence.
- Revenue vehicle (40' long buses) parking on the rear side of the Maintenance Building.
- Revenue vehicle (5 passenger sedans) parking on the left rear side of the Maintenance Building next the perimeter fence.
- Solar-powered parking lot lights throughout the parking area.
- Outdoor security cameras.
- Entire facility storm drains system and ponding basins.

**1.3. Perimeter Fencing:**

- Front ingress and egress gates
- 6' high galvanized chain link fence.
- Rear gate to DPW compound.

## **2.) GRTA Administration Building:**

### **2.1. First Floor 50' L x 60' W:**

- Concrete covered front and side entrance porch.
- 20' L x 20' W Conference Room next to the Waiting Area, where the stairwell and elevator will be located.
- 20' L x 20' W Transportation Management Center's (TMC) Dispatch/Scheduler Room with 10' L x 12' W TMC Supervisor Room.
- 20' L x 20' W Waiting Area with receptionist counter directly across the storefront entrance doors. To the left side will be the elevator and stairwell. Lower Foyer between the elevator and stairway.
- 10' L x 10' W Bus Operation Supervisor Office, 10 L 'x 10' W Transportation Supervisor Office, 22'-6" L x 20'-0" W Driver's Lounge, and Men's, Women's Restrooms.
- Indoor security cameras.
- Telephone and internet system lines.
- Suspended acoustical ceiling.
- Poured-in-place concrete ground and second floors.
- Centralized air-conditioning system

### **2.2. Second Floor 50' L x 60' W:**

- The entire second-floor office layout will be offices for the executive manager, deputy executive manager, supervisors, and department heads. While the middle portion will be prefab modular office partitions for planning, accounting, program coordinator, human resources, procurement, legal, and IT staff.
- 15' L x 12' W Meeting Room next to the Executive Manager's Office.
- Upper Foyer between the elevator and stairway.
- Provide a space for the Coffee Area counter with a kitchen sink, refrigerator, and microwave.
- Second floor Men's and Women's Restrooms.
- Indoor security cameras.
- Telephone and internet system lines.
- Suspended acoustical ceiling.
- Poured-in-place concrete roof.
- On-grid solar power system with concrete roof mount solar panels
- Centralized air-conditioning system

## **3.) GRTA Maintenance Bays:**

- 60' L x 80' W Butler-type building with steel frames that can withstand more than 200 MPH wind load.
- The galvanized metal roll-up bay doors are manually and electrically operated.

- Bay #1 Repair-a drive-out maintenance bay-will be equipped with an alignment lift, including ancillary equipment. Tool boxes and diagnostic equipment stand. The centrally sourced overhead oil and air lines directly go to the repair station.
- Bay #2 Repair is a drive-out maintenance bay that will have a 4-post lift for buses less than 30' in length. Tool boxes and diagnostic equipment stand. The centrally sourced overhead oil and air lines directly go to the repair station.
- Bay #3 Repair is a drive-out maintenance bay with a repair pit for 40' buses, equipment, and a storage area for changing the battery packs. Tool boxes and diagnostic equipment stand. The centrally sourced overhead oil and air lines directly go to the repair station-
- 35' W Concrete apron at the front entry way of all the maintenance bays. The concrete apron also serves as a parking area for vehicles awaiting repairs.
- Sediment tank and oil/water separator for all the Bays.
- 30' L x 20' W Parts Storage room.
- 20' L x 20' W Tools Storage room with 12' L x 8' W Mechanic/Maintenance Supervisor's Office.
- 20' L x 16' W Men's and Women's Restrooms.
- 44' L x 26' W covered bus wash area with predesigned Pala-Pala frame.
- Hazard waste shed with concrete containment curve per EPA-approved spill control.
- Collection area for waste tires, metallic waste, and 2 dumpsters.
- Reinforced Concrete Parking Area for 8 units of 40 ft. long ADA-compliant buses.
- Outdoor and indoor security cameras.
- Telephone and internet system lines.
- Overhead electric fan ventilation each bay.

### **NOTATIONS:**

- 1.) As reference material to clarify the Scope of Work, GRTA will provide 30-percent completed drawings from architectural and engineering consultants previously awarded an A & E contract. The facility design and size were modified to stay within the construction budget.

Additionally, the selected proposer will be encouraged to develop original concepts for the project site and building layout plans.

- 2.) GRTA disposed of all junked vehicles within the property parcel, which varied in models, makes, and sizes. The property was used before by the Department of Public Works as a boneyard.
- 3.) The topographic survey and property map were completed on October 16, 2020, by Dennis S. Balagtas, Professional Land Surveyor #75.
- 4.) The project site is Lot Number 5109-REM-NEW with a total area of 7,267 Square Meters.

**ATTACHMENT A-13**

**FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIRED CLAUSES**

**APPLICABILITY OF THIRD-PARTY CONTRACT PROVISIONS**

*(Excluding micro-purchases, except Davis-Bacon requirements at \$2,000)*

PROVISION	TYPE OF PROCUREMENT				
	Professional Services/A&E	Operations/ Management	Rolling Stock Purchase	Construction	Materials & Supplies
Access to Third Party Contract Records	ALL	ALL	ALL	ALL	ALL
ADA Access	A&E	ALL	ALL	ALL	ALL
Bond Requirements				>\$250,000	
Bus Testing			ALL		
Buy America Requirements			>\$150,000	>\$150,000	>\$150,000
Cargo Preference Requirements			Transport by ocean vessel.	Transport by ocean vessel.	Transport by ocean vessel.
Changes to Federal Requirements	ALL	ALL	ALL	ALL	ALL
Charter Service		ALL			
Civil Rights Laws and Regulations	ALL	ALL	ALL	ALL	ALL
Clean Air and Federal Water Pollution Control Act	>\$150,000	>\$150,000	>\$150,000	>\$150,000	>\$150,000
Conformance with ITS National Architecture	ITS projects.	ITS projects.	ITS projects.	ITS projects.	ITS projects.
Contract Work Hours and Safety Standards Act		>\$250,000	>\$250,000	>\$250,000	
Davis-Bacon and Copeland Anti-Kickback Act				>\$2,000	
Debarment and Suspension	>\$25,000	>\$25,000	>\$25,000	>\$25,000	>\$25,000
Disadvantaged Business Enterprises (DBEs)	ALL	ALL	ALL	ALL	ALL
Drug Use and Alcohol Program		Transit operations.			
Energy Conservation	ALL	ALL	ALL	ALL	ALL

Equal Employment Opportunity	ALL	ALL	ALL	ALL	ALL
False Statements or Claims – Civil and Criminal Fraud	ALL	ALL	ALL	ALL	ALL
Federal Tax Liability and Recent Felony Convictions	ALL	ALL	ALL	ALL	ALL
Fly America	Foreign air transp. / travel	Foreign air transp. / travel	Foreign air transp. / travel	Foreign air transp. / travel	Foreign air transp. / travel
Incorporation of FTA Terms	ALL	ALL	ALL	ALL	ALL
No Federal Obligations to Third Parties	ALL	ALL	ALL	ALL	ALL
Notice to FTA and U.S. DOT Inspector General of Information Related to Fraud, Waste, etc.	>\$25,000 for prime and subs.	>\$25,000 for prime and subs.	>\$25,000 for prime and subs.	>\$25,000 for prime and subs.	>\$25,000 for prime and subs.
Patent Rights and Rights in Data	R&D				
Pre-Award and Post-Delivery Audits of Rolling Stock Purchases			ALL		
Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment	ALL	ALL	ALL	ALL	ALL
Prompt Payment	ALL	ALL	ALL	ALL	ALL

*Revised January 2025*

Public Transportation Employee Protective Arrangements		Transit operations.			
Recycled Products		EPA-selected items \$10,000 or more annually.		EPA-selected items \$10,000 or more annually.	EPA-selected items \$10,000 or more annually.

Resolution of Disputes, Breaches, or Other Litigation	>\$250,000	>\$250,000	>\$250,000	>\$250,000	>\$250,000
Restrictions on Lobbying	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Safe Operation of Motor Vehicles	ALL	ALL	ALL	ALL	ALL
School Bus Operations		ALL			
Seismic Safety	A&E for new buildings & additions.			New buildings & additions.	
Severability	ALL	ALL	ALL	ALL	ALL
Solid Wastes (Recovered Materials)	ALL	ALL	ALL	ALL	ALL
Special DOL EEO Clause for Construction Projects				>\$10,000	
Termination	>\$10,000	>\$10,000	>\$10,000	>\$10,000	>\$10,000
Trafficking in Persons	ALL	ALL	ALL	ALL	ALL
Veterans Hiring Preference				>\$150,000	
Violation and Breach of Contract	ALL	ALL	ALL	ALL	ALL

**1) ACCESS TO THIRD PARTY CONTRACT RECORDS**

**a) Record Retention.** The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third-party Contracts of any type, and supporting materials related to those records.

**b) Retention Period.** The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

**c) Access to Records.** The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information, including such records and information the contractor or its subcontractors may regard as confidential or proprietary, related to performance of this contract in accordance with 2 CFR § 200.337.

- d)** Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

## **2) ADA ACCESS**

The Recipient agrees to comply with the following federal prohibitions against discrimination based on disability:

- a)** Federal laws, including:
  - i)** Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination based on disability in the administration of federally assisted Programs, Projects, or activities;
  - ii)** The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities:
    - (1)** For FTA Recipients generally, Titles I, II, and III of the ADA apply; but
    - (2)** For Indian Tribes, Titles II and III of the ADA apply, but Title I of the ADA does not apply because it exempts Indian Tribes from the definition of “employer;”
  - iii)** The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities;
  - iv)** Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination; and
  - v)** Other applicable federal laws, regulations, and requirements pertaining to access for seniors or individuals with disabilities.
- b)** Federal regulations and guidance, including:
  - i)** U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. part 37;
  - ii) ii)** U.S. DOT regulations, “Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. part 27;
  - iii)** Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, “Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. part 1192 and 49 C.F.R. part 38;

- iv) U.S. DOT regulations, “Transportation for Individuals with Disabilities: Passenger Vessels,” 49 C.F.R. part 39;
- v) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. part 35;
- vi) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. part 36;
- vii) U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. part 1630;
- viii) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities,” 47 C.F.R. part 64, subpart F;
- ix) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. part 1194;
- x) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. part 609;
- xi) FTA Circular 4710.1, “Americans with Disabilities Act: Guidance;” and
- xii) Other applicable federal civil rights and nondiscrimination regulations and guidance.

### **3) CHANGES TO FEDERAL REQUIREMENTS**

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient’s Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and Applicable changes to those federal requirements will apply to each Third-Party Agreement and parties thereto at any tier.

### **4) CIVIL RIGHTS LAWS AND REGULATIONS**

*The following Federal Civil Rights laws and regulations apply to all contracts.*

The Contractor and any subcontractor agree to comply with all the requirements prohibiting discrimination on the basis of race, color, or national origin of the Title VI of the Civil Rights Action of 1964, as amended 52 U.S.C 2000d, and U.S. DOT regulation “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of the Title VI of the Civil rights Act, “49 C.F. R. Part 21 and any implementing requirement FTA may issue.

1. Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to:

a. Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.

b. Prohibition against Employee Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, “Equal Employment Opportunity,” September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

2. Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

3. Nondiscrimination on the Basis of Age. The “Age Discrimination Act of 1975,” as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

4. Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

### **Civil Rights and Equal Opportunity**

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implemented regulations. Apart from inconsistent

requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

**1. Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

**2. Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

**3. Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.

**4. Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

5. Promoting Free Speech and Religious Liberty. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

## **5) CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of \$150,000:

### **Clean Air Act**

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

### **Federal Water Pollution Control Act**

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.”

## **14) DEBARMENT AND SUSPENSION**

Debarment and Suspension (Executive Orders 12549 and 12689). A covered transaction (see 2 C.F.R. §§ 180.220 and 1200.220) must not be entered into with any party listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the

OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (31 U.S.C. § 6101 note, 51 Fed. Reg. 6370,) and 12689 (31 U.S.C. § 6101 note, 54 Fed. Reg. 34131), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Recipient agrees to include, and require each Third-Party Participant to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant:

- a) Complies with federal debarment and suspension requirements; and
- b) Reviews the SAM at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 CFR Part 1200.

## **6) DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

It is the policy of the Agency and the United States Department of Transportation (“DOT”) that Disadvantaged Business Enterprises (“DBE’s”), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency’s written consent; and that, unless the Agency’s consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

## **7) ENERGY CONSERVATION**

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

## **8) EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## **9) FALSE STATEMENTS OR CLAIMS**

**a)** Civil Fraud. The Recipient acknowledges and agrees that:

**i)** Federal laws, regulations, and requirements apply to itself and its Underlying Agreement, including the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq., and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31.

**ii)** By executing the Underlying Agreement, the Recipient certifies and affirms to the Federal Government the truthfulness and accuracy of any claim, statement, submission, certification, assurance, affirmation, or representation that the Recipient provides to the Federal Government.

iii) The Federal Government may impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, and other applicable penalties if the Recipient presents, submits, or makes available any false, fictitious, or fraudulent information.

b) Criminal Fraud. The Recipient acknowledges that 49 U.S.C. § 5323(l)(1) authorizes the Federal Government to impose the penalties under 18 U.S.C. § 1001 if the Recipient provides a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation in connection with a federal public transportation program under 49 U.S.C. chapter 53 or any other applicable federal law.

## **10) FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS**

(1) The contractor certifies that it:

a. Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

b. Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

(2) Flow-Down. The contractor shall flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

## **11) FLY AMERICA**

a) Definitions. As used in this clause —

i) "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

ii) "United States" means the 50 States, the District of Columbia, and outlying areas.

iii) "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencies, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the

Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

### **Statement of Unavailability of U.S.-Flag Air Carriers**

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

e) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

## **12) INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

## **13) NO FEDERAL OBLIGATIONS TO THIRD PARTIES**

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided

by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

#### **14) NOTICE TO FTA AND U.S. DOT INSPECTOR GENERAL OF INFORMATION RELATED TO FRAUD, WASTE, ABUSE, OR OTHER LEGAL MATTERS**

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third-Party Agreements and must require each Third-Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

- a) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- b) Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.
- c) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

#### **15) PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

- a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
  - i) Procure or obtain covered telecommunications equipment or services; ii) Extend or renew a contract to procure or obtain covered telecommunications equipment or

services; or iii) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

**b)** As described in section 889 of Public Law 115-232, “covered telecommunications equipment or services” means any of the following:

**i)** Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

**ii)** For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

**iii)** Telecommunications or video surveillance services provided by such entities or using such equipment;

**iv)** Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

**c)** For the purposes of this section, “covered telecommunications equipment or services” also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

**d)** In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.

**e)** When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.

**f)** For additional information, see section 889 of Public Law 115-232 and § 200.471.

## **16) PROMPT PAYMENT**

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

The contractor must promptly notify the Agency, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

## **17) RESOLUTION OF DISPUTES, BREACHES, OR OTHER LITIGATION a) FTA Interest**

FTA has a vested interest in the settlement of any violation of federal law, regulation, or requirement, or any disagreement involving the Award, the accompanying Underlying Agreement, and any Amendments thereto including, but not limited to, a default, breach, major dispute, or litigation, and FTA reserves the right to concur in any settlement or compromise.

### **b) Notification to FTA; Flow Down Requirement**

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third-Party Agreements and must require each Third-Party Participant to include an equivalent provision in its sub-agreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

**i)** The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

**ii)** Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

**iii)** Additional Notice to U.S. DOT Inspector General. The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or

may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient. In this paragraph, “promptly” means to refer information without delay and without change. This notification provision applies to all divisions of the Recipient, including divisions tasked with law enforcement or investigatory functions.

### **c) Federal Interest in Recovery**

The Federal Government retains the right to a proportionate share of any proceeds recovered from any third party, based on the percentage of the federal share for the Underlying Agreement. Notwithstanding the preceding sentence, the Recipient may return all liquidated damages it receives to its Award Budget for its Underlying Agreement rather than return the federal share of those liquidated damages to the Federal Government, provided that the Recipient receives FTA's prior written concurrence.

### **d) Enforcement**

The Recipient must pursue its legal rights and remedies available under any Third-Party Agreement or any federal, state, or local law or regulation.

## **18) RESTRICTIONS ON LOBBYING Conditions on use of funds.**

**a)** No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

**b)** Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.

**c)** Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using nonappropriated funds (to include

profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.

**d)** Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

**e)** Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

### **Certification and Disclosure.**

**a)** Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:

**(1)** Award of a Federal contract, grant, or cooperative agreement exceeding \$100,000; or

**(2)** An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.

**b)** Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:

**(1)** A Federal contract, grant, or cooperative agreement exceeding \$100,000; or

**(2)** A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000, Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.

**c)** Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:

**(1)** A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

- (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
  - (3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.
- d)** Any person must file a certification, and a disclosure form, if required, to the next tier above who requests or receives from a person referred to in paragraphs (a) or (b) of this section:
- (1) A subcontract exceeding \$100,000 at any tier under a Federal contract;
  - (2) A subgrant, contract, or subcontract exceeding \$100,000 at any tier under a Federal grant;
  - (3) A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000; or,
  - (4) A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement.
- e)** All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.
- f)** Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.
- g)** No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart B or C.

### **33) SAFE OPERATION OF MOTOR VEHICLES**

**Seat Belt Use:** The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or Agency.

**Distracted Driving:** The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using

an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

## **19) SEISMIC SAFETY**

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations 49 C.F.R. part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

## **20) SEVERABILITY**

The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

## **21) SOLID WASTES (RECOVERED MATERIALS)**

**a)** A Recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**b)** The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

## **22) TERMINATION a) Termination for Convenience**

The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The

Contractor shall promptly submit its termination claim to Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs.

**b) Termination for Default (Breach or Cause)**

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

**c) Opportunity to Cure**

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) days in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

**d) Waiver of Remedies for Any Breach**

In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

**23) TRAFFICKING IN PERSONS**

The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

- a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;
- b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or

Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

## **24) VIOLATION AND BREACH OF CONTRACT**

**Disputes:** Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the agency. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the agencies authorized representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the agencies authorized representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

**Performance during Dispute:** Unless otherwise directed by the agency's authorized representative, contractor shall continue performance under this contract while matters in dispute are being resolved.

**Claims for Damages:** Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

**Remedies:** Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the agencies authorized representative and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Agency is located.

**Rights and Remedies:** Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Agency or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.