



Office of the Attorney General of Guam

REQUEST FOR PROPOSALS
OAG RFP 002-2015

for

DIRECT SERVICES TO VICTIMS OF CRIME

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I. GENERAL INFORMATION

A. INTRODUCTION

The Attorney General wishes to receive proposals for services to victims of crime as described in detail in Section II "Scope of Services," and intends to award contracts to several service providers, with the expectation of acquiring a variety of services depending upon what is offered.

The Attorney General is the Chief Legal Officer of the government of Guam pursuant to 48 U.S.C. §1421g (d), and is elected to office pursuant to Guam law. Guam is an unincorporated territory of the United States. For more information concerning the divisions of the office, please visit www.guamag.org. The statutory powers of the Attorney General are contained in Title 5, Guam Code Annotated ("GCA") §30101 through §30115, with additional powers scattered throughout the GCA's.

B. GENERAL AUTHORITY FOR PROCUREMENT

The Victims of Crime (VOCA) federal grant will fund the services being acquired. The granting authority requires that local procurement procedures be used.

All agencies of the government of Guam are required to follow the Guam Procurement Law when spending public funds to purchase "supplies" or "services" as these terms are described in the Guam Procurement Law. The Guam Procurement Law is codified at Title 5, Chapter 5, GCA, and the Guam Procurement Regulations are codified at Title 2, Division 4 of the Guam Administrative Rules and Regulations ("GAR"). The foregoing statutes and regulations are available from the web site of Guam's Compiler of Laws found at: <http://www.guamcourts.org/CompilerofLaws/index.html>.

The Office of the Attorney General ("OAG") is issuing this Request for Proposals (RFP) subject to the competitive selection procedures of the Guam Procurement Law and the Guam Procurement Regulations.

C. USE OF COMPETITIVE SELECTION PROCEDURE

The OAG is the administrator of the VOCA federal grant funds and, in keeping with Guam Procurement Laws and Regulations, is requesting proposals from service providers of direct victim services. Direct victim services include, but are not limited to; criminal justice advocacy, crisis intervention, emergency shelter, emergency transportation and counseling. The VOCA grant terms and conditions set forth specific criteria as to what entities may be awarded funds, and only VOCA qualified direct victim service providers may be awarded service agreements in accordance with the evaluation criteria and processes set forth in this procurement. See Section III for eligibility and program requirements.

D. ALL PARTIES TO ACT IN GOOD FAITH

The Guam Procurement Law and the Guam Procurement Regulations require that all parties involved in the preparation of proposals, the preparation of the Request for Proposals, the evaluation and negotiation of proposals, and the performance or administration of contracts to act in good faith.

E. PURCHASING AGENCY AND OFFEROR

The Guam Procurement Law authorizes government agencies to act as a “purchasing agency” for the purpose of procuring professional services such as those described in Section II, without going through the government’s General Services Agency. The OAG as a government agency is issuing this Request for Proposals as OAG-RFP 002-2015, and acts as a purchasing agency. The Office of the Attorney General may be described hereinafter as “purchasing agency” or “government.”

A party who submits a proposal is known as an “offeror.” An offeror awarded a contract may be described herein as “applicant,” “organization,” “consultant,” “contractor,” or “service provider.”

F. LIABILITY FOR COSTS TO PREPARE PROPOSAL

The purchasing agency is not liable for any costs incurred by any offeror in connection with the preparation of its proposal. By submitting a proposal, the offeror expressly waives any right it may have against the government for any expenses incurred in connection with the preparation of its proposal.

G. APPLICABILITY OF GUAM PROCUREMENT LAW

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

It is noted, however, that the procedure which is found in 2 GAR Div. 4 § 3114, subsections (a) through (o), does not lend itself well to the government’s acquisition of the services which are the subject of this Request for Proposals, inasmuch as § 3114 contemplates that only one service is being acquired and only one contractor will be awarded. To this extent, the government has modified the procedure.

H. REGISTRATION OF INTERESTED PARTIES

Those picking up a hard copy of the Request for Proposals package at the Office of the Attorney General will be required to sign a registry log. Those downloading or printing a copy of the Request for Proposals from the Attorney General’s website must register if they are an interested party who intends to submit a proposal or application. Only registered persons will receive official communications from the OAG regarding the Request for Proposals, and only proposals or applications from registered persons will be accepted. To register, please contact the VOCA Administrator at fartero@guamag.org.

II. SCOPE OF SERVICES

The Attorney General is seeking organizations to provide direct services to victims of crime. These services include, but are not limited to: crisis intervention, emergency shelter, emergency transportation, counseling and criminal justice advocacy. An offeror may submit a proposal for more than one of the services. However, notwithstanding the number of services for which an offeror may submit a proposal, the Attorney General reserves the right to award a contract to different organizations for the services they propose, or to award an offeror any number or combination of the services for which a proposal may be submitted.

This procurement is fully funded by the United States Department of Justice (USDOJ) , Office of Justice Programs (OJP), Office for Victims of Crime (OVC) through the Victim of Crimes Act (VOCA) Federal Grant (42 U.S.C. 10603a). The Catalog of Domestic Federal Assistance number is 16.575. The grant document number is 2014-VA-GX-0042. It is anticipated that there will be future annual VOCA formula grants awarded to Guam. All of the services described herein will involve direct services to victims of crime as mandated through the VOCA Federal Grant.

The anticipated period of services will be from the date of signature of the Governor of Guam on the contract thru September 30, 2016 with the option to renew for three (3) additional one (1) year periods and for any other period of time provided by the federal granting agency for the grant funds at the option of the OAG and subject to the availability of funds..

Priority areas set for the VOCA project include crisis intervention, emergency shelter, emergency transportation, counseling and criminal justice advocacy.

In 1984, VOCA established the Crime Victims Fund in the U.S. Treasury and authorized the Fund to receive deposits of criminal fines and penalties levied against criminals convicted of federal crimes. This Fund provides the source of funding for carrying out all of the activities authorized by VOCA. OVC makes annual VOCA crime victim assistance grants from the Fund to states. The primary purpose of these grants is to support the provision of services to victims of crime throughout the Nation. Services are defined as those efforts that (1) respond to the emotional and physical needs of crime victims; (2) assist primary and secondary victims of crime to stabilize their lives after a victimization; (3) assist victims to understand and participate in the criminal justice system; and (4) provide victims of crime with a measure of safety and security such as boarding up broken windows and replacing or repairing locks.

For the purpose of the VOCA crime victim assistance grant program, a crime victim is a person who has suffered physical, sexual, financial, or emotional harm as a result of the commission of a crime.

Prospective applicants for VOCA funding are required to meet the criteria set forth in the VOCA statute (42 U.S.C.), the Office for Victims of Crime (OVC) Guidelines and the Office of Justice Programs (OJP) Financial guide. These resources can be accessed on the Internet at www.usdoj.gov. The requirements are delineated in Section IV and prospective applicants must indicate its compliance within its application for funding.

Funds under this award will be allocated in accordance with program guidelines or regulations implementing 42 U.S.C. 10603(a)(2)(A) and 42 U.S.C. 10603(a)(2)(B) to, at a minimum, assist

victims in the following categories: sexual assault, child abuse, domestic violence, and underserved victims of violent crimes as identified by the State.

A. ALLOWABLE SERVICES, ACTIVITIES AND COSTS

According to the VOCA statute, except for the five percent state administrative funds, VOCA project funds (that is, federal VOCA funds and local match) must be used for providing services to victims. [42 U.S.C. 10603 (b) (3)] The OVC Guidelines outline specific allowable and unallowable services, activities and costs for which VOCA project funds may be used. The Guidelines describe the following types of services, activities and costs for direct victim services:

1. Immediate Health and Safety

These services respond to the immediate emotional or physical needs of victims, other than medical care, and include crisis intervention, hotline counseling, emergency food, clothing, transportation and shelter, and emergency legal assistance.

2. Mental Health Assistance

These are services and activities that help victims understand the dynamics of victimization and with stabilizing their lives after victimization. This may consist of counseling, group support and therapy, including evaluation and assessment of mental health needs.

3. Assistance in Participating in Criminal Justice Proceedings

This includes providing advocacy and services to assist crime victims in participating in the criminal justice process, such as accompaniment and transportation to criminal justice proceedings, notification dates of proceedings, dispositions and related case developments and assistance with preparation of victim impact statements.

4. Forensic Examinations

“For sexual assault victims, forensic exams are allowable costs only to the extent that other funding sources (such as state compensation or private insurance or public benefits) are unavailable or insufficient and, such exams conform to state evidentiary collection requirements.” [OVC Guidelines IV.E.1.d] Since this provision contemplates that other sources of funding may be available to pay for a portion of the costs of forensic exams, program income requirements may also need to be considered.

III. ELIGIBILITY & PROGRAM REQUIREMENTS

A. PUBLIC OR NON-PROFIT ORGANIZATION

Applicants must be programs that are operated by a public agency, a nonprofit organization or a combination of such agencies. "Public agency" means a government agency, whether at the state, county, municipal or other jurisdictional level (e.g. judicial district).

B. RECORD OF PROVIDING EFFECTIVE VICTIM SERVICES; FINANCIAL SUPPORT

The VOCA statute distinguishes between "existing" and "new" victim assistance programs and has different requirements for each.

An existing victim assistance program is one that can demonstrate a record of providing effective services to crime victims. According to OVC Guidelines, "[t]his includes having the support and approval of its services by the community, a history of providing direct services in a cost-effective manner, and financial support from other sources." [OVC Guidelines, IV.B.2]

Community support and approval of a program's services may be shown by recent letters of support, working agreements or memoranda of understanding with other relevant agencies and organizations (e.g. criminal justice agencies, social service organizations, etc.).

An existing program must have "financial sources other than the Fund." [42 U.S.C. 10603(b) (1) (B) (i)] Thus, financial support from federal grants or assistance from other than the Crime Victims Fund may be used to meet this requirement. There is no specified level of non-Crime Victims Fund financial support established to meet this test for existing victim assistance programs.

New programs are those that do not yet have a history of providing victim services. In such cases, the VOCA statute provides that new programs may qualify for VOCA funding if they have "substantial financial support from sources other than the Fund." [42 U.S.C. 10603(b) (1) (B) (ii)]. OVC Guidelines provide that these programs must have between 25 percent and 50 percent of their financial support derived from non-Crime Victims Fund sources. [OVC Guidelines, IV.B.3]

The OVC Guidelines explain the rationale for this requirement: "It is important that organizations have a variety of funding sources besides federal funding in order to ensure their financial stability." [OVC Guidelines, IV.B.3] In light of this explanation, the non-VOCA financial support under this requirement pertains to the program's cash budget rather than other forms of support such as the value of volunteer time or donated space.

The financial support requirements are intended to ensure that the sub-grant organization is financially capable of existing without any VOCA funds.

C. USE OF VOLUNTEERS

The VOCA statute requires an eligible victim assistance program to use volunteers in providing victim assistance services "unless and to the extent the chief executive determines that compelling reasons exist to waive this requirement." [42 U.S.C. 10603 (b) (1) (C)].

This is a requirement for the victim assistance program but not necessarily a requirement of the VOCA-funded project. Thus, a program would satisfy this requirement by using volunteers to provide victim assistance services even if it does not use volunteers in the services funded under the VOCA sub-grant award. For example, a domestic violence program may use volunteers to answer its crisis line and have a VOCA sub-grant to provide counseling. The crisis line volunteers satisfy the volunteer eligibility requirement, even though no volunteers are used in the specific VOCA project to provide counseling.

Volunteers must be used to provide victim assistance services; volunteers who do not provide direct services, such as an uncompensated Board of Directors, do not satisfy this requirement. However, there is no specified level or amount of volunteer use in providing victim assistance services needed to satisfy this statutory requirement.

The statute allows the state to waive the volunteer requirement for “compelling reasons.” The OVC Guidelines says, “A ‘compelling reason’ may be a statutory or contractual provision concerning liability or confidentiality of counselor/victim information, which bars using volunteers for certain positions, or the inability to recruit and maintain volunteers after a sustained and aggressive effort.” [OVC Guidelines, IV.B.5]

D. COMMUNITY COORDINATION

An eligible organization must “promote within the community, coordinated public and private efforts to aid crime victims.” [42 U.S.C. 10603(b) (1) (D)] The OVC Guidelines explain that “Coordination may include, but is not limited to, serving on state, federal, local, or Native American task forces, commissions, working groups, coalitions, and/or multidisciplinary teams. Coordination efforts also include developing written agreements that contribute to better and more comprehensive services to crime victims. Coordination efforts qualify an organization to receive VOCA victim assistance funds, but are not activities that can be supported with VOCA funds.” [OVC Guidelines, IV.B.6]

E. CRIME VICTIM COMPENSATION ASSISTANCE

To be eligible to receive a VOCA assistance sub-grant, organizations must also provide assistance to potential recipients of crime victim compensation benefits. As described in the OVC Guidelines, “such assistance may include identifying and notifying crime victims of the availability of compensation, assisting them with application forms and procedures, obtaining necessary documentation, and/or checking on claim status.” [OVC Guidelines, IV.B.7]

F. DOES NOT DISCRIMINATE AGAINST VICTIMS BECAUSE THEY DISAGREE WITH THE WAY THE STATE IS PROSECUTING THE CRIMINAL CASE

This requirement was added to the VOCA statute in 2001 [42 U.S.C. 10603 (b) (1) (F)]. This provision is relevant mainly to sub-grantees that may be criminal or juvenile justice agencies. For example, a prosecutor’s office that refuses to provide services or otherwise discriminates against victims (or victims’ families) who differ with the prosecutor about potential plea bargains or sentencing recommendations (e.g., death penalty) could be considered ineligible to receive a VOCA sub-grant.

G. OTHER PROGRAM REQUIREMENTS

1. Program Match

Match is not required for sub-grants.

2. Nonsupplantation

When accepting the federal VOCA grant, the state agreed that VOCA victim assistance funds would not be used to supplant “[s]tate and local funds otherwise available for crime victim assistance.” [42 U.S.C. 10603(a) (2) (C)] This federal requirement applies as well to sub-grantees’ use of public funds, but not to funds from non-public sources, such as private donations.

3. Comply with Federal Grant Rules

Sub-grantees must agree to comply with all federal grant rules and regulations, including the VOCA statute, OVC Guidelines and the OJP Financial Guide. This includes: financial documentation for disbursements; daily time and attendance records specifying time devoted to allowable VOCA victim services; client files; the portion of the project supplied by other sources of revenue; job descriptions; contracts for services; and other records which facilitate an effective audit. [OVC Guidelines, IV.B.8]

4. Maintain Civil Rights Information

Among the terms of accepting a VOCA sub-grant award, sub-grantees agree to abide by federal (and state) non-discrimination requirements. Sub-grantees must maintain information on the demographic characteristics of the clients they serve under the VOCA project. These data include information about the clients’ age, gender, nationality/ethnic origin and disability.

5. Comply With Guam Requirements

The Office of the Attorney General requires sub-grantees to submit quarterly and annual reports on the extent to which sub-grantees achieve their performance goals, training of staff, submittal of services statistics and improvement strategies to provide services to victims of crime.

6. Provide Services to Victims of Federal Crimes

The OVC Guidelines require VOCA sub-grantees to provide services to victims of federal crimes on the same basis as victims of state or local crimes. Federal crimes include bank robbery, kidnapping, etc. as well as crimes committed on federal property, such as military installations, national parks and certain Indian reservations. [OVC Guidelines, IV.B.11]

7. Provide Services at No Cost to Victims

Although the OVC Guidelines state that sub-grantees “must provide services to crime victims, at no charge, through the VOCA-funded project,” it goes on to explain that in certain circumstances sub-grantees may, with prior approval of the VOCA Administrator, impose a fee or charge for their services. [OVC Guidelines, IV.B.12]

Revenues generated by charging a fee for services, whether the fee is charged directly to the victim or to a third-party—such as private insurance companies or Medicare/Medicaid—would be subject to federal rules on the use and accounting for program income. [OJP Financial Guide, Chapter 4]

8. Maintain Client-Counselor Confidentiality and Confidentiality of Research Information

OVC Guidelines require sub-grantees to maintain confidentiality of client and counselor confidentiality “as required by state and federal law.” [OVC Guidelines, IV.B.13]

A provision in both the VOCA statute [42 U.S.C. 10604(d)] and OVC Guidelines [OVC Guidelines IV.B.14] is entitled, “Confidentiality of Research Information.” This provision contains two requirements:

VOCA fund recipients may not use or reveal personally identifiable research or statistical information for purposes other than those in accordance with VOCA; and

Such information, and any copy of such information, shall be immune from legal process and shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial, legislative, or administrative proceeding.

H. SPECIFIC SERVICES, COSTS AND ACTIVITIES

The OVC Guidelines [sections IV.E. 1 and 2] discuss many specific types of services, costs and activities for which sub-grantees are allowed to use VOCA funds. The Guidelines should be consulted for more detailed direction. The following summarizes some of the major categories of these allowable costs.

1. Personnel

Salaries, fringe benefits and associated costs for staff that provide direct services to crime victims are allowable. This includes such items as professional malpractice insurance and advertising to recruit VOCA-funded staff. States may also allow VOCA to be used for supervision of direct service providers when that is “necessary and essential to providing direct services to crime victims” such as volunteer coordinators. The OVC Guidelines also allow the use of VOCA funds for administrative time required to complete time and attendance sheets, programmatic documentation and victims’ records.

2. Operating Costs

Costs essential to providing direct services, such as rent and telephone service, are allowable as are the costs of supplies, postage, copying expenses, printing, brochures and related expenses are allowable. These costs must be allocated if also incurred in connection with non-VOCA project activities.

3. Equipment

The OJP Financial Guide defines equipment as “tangible non-expendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. A recipient/ contractor may use its own definition of equipment provided that such definition would at least include all equipment defined above.”

VOCA funds may be used to purchase equipment, such as computers, furniture, etc., necessary to provide direct victim services. Costs must be allocated if the equipment is not used exclusively for victim-related activities. VOCA funds may also be used for the repair or replacement “of items that contribute to maintaining a healthy and/or safe environment for crime victims, such as a furnace in a shelter.” OVC also advises that “State grantees are cautioned to

scrutinize each request for expending VOCA funds for such purposes to ensure the following: (1) that the building or vehicle is owned by the contractor organization and not rented or leased, (2) all other sources of funding have been exhausted, (3) there is no available option for providing the service in another location, (4) that the cost of the repair or replacement is reasonable considering the value of the building or vehicle, and (5) the cost of the repair or replacement is pro-rated among all sources of income.” [OVC Guidelines, IV.E.2.j]

Sub-grantees who meet VOCA’s program eligibility requirements may use VOCA funds for computers and other forms of advanced technologies, such as automated victim notification systems. In so doing, sub-grantees must provide specific information, including: (1) a description of how the equipment will enhance services to crime victims; (2) how it will be integrated into and/or enhance the sub-grantee’s current system; and (3) the costs of installation, ongoing operational costs, supplies and staff training, and how these additional costs will be supported.

VOCA cannot be used to purchase equipment for other agencies or persons, even if used for victim-related services.

The OJP Financial Guide details the titling, use, management and disposition requirements for equipment purchased with VOCA funds.

4. Training

Sub-grantees may use a portion of their VOCA funds for training to develop the skills of the agency’s direct victim service providers. This may include training for paid staff and volunteers regardless of whether they are funded under the VOCA project. However, sub-grantees may not use VOCA funds for management or administrative training for individuals, including administrators and board members, not engaged in direct victim services. Staff from other victim service agencies may attend training held for the sub-grantee’s staff. Training costs may include the purchase of training materials, such as books, videos, and manuals.

VOCA funds may also be used to pay for training-related travel, including transportation, meals, lodging and registration fees. Although OVC encourages that the use of VOCA funds for training purposes be limited to training provided within the state or similar geographic area, VOCA Administrators may authorize the use of VOCA funds for training outside the geographic area to attend national conferences or other needed skills building training programs not available locally.

5. Travel and Transportation

In addition to travel for training purposes, VOCA funds may be used for local travel expenses for staff providing victim services. VOCA may also be used for transporting victims to receive services or to attend court proceedings. However, VOCA funds may not be used for moving expenses in connection with relocating victims.

6. Contractual Professional Services

A portion of VOCA funds may be used to contract for specialized services not usually available in the agency. Examples in the OVC Guidelines include assistance in filing restraining orders, sexual assault forensic examinations, emergency psychological or psychiatric services, and sign and/or interpretation for deaf or non-English speaking crime victims. OVC advises that a majority of VOCA funds may not be used for contractual services that contain indirect, administrative or overhead costs.

7. Public Presentations

VOCA funds may be used for presentations in public forums, such as schools and community centers, designed to identify crime victims and refer them to needed services. These costs may include staff time, materials, brochures, and newspaper notices.

J. UNALLOWABLE SERVICES, ACTIVITIES AND COSTS

The OVC Guidelines also enumerate certain services, activities and costs for which VOCA funds may not be used. [OVC Guidelines, IV.E.3] The OJP Financial Guide should also be consulted for restrictions and limitations on the use of federal funds.

1. Lobbying and Administrative Advocacy

Federal law prohibits the use of federal funds for lobbying, including attempts to influence legislation or the outcome of any federal, state or local elections. Recent changes to the law have expanded the prohibition to any federally appropriated funding used, either directly or indirectly, to support the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government, without the express approval of OJP. Violations of this prohibition are now subject to civil fines of up to \$100,000 per violation.

2. Perpetrator Rehabilitation and Counseling

VOCA funds may not be used for rehabilitative services to offenders or to support services to incarcerated individuals, even if the services pertain to the individual's victimization.

3. Needs Assessments, Surveys, Evaluations and Studies

Sub-grantees may not use VOCA funds to pay for research or studies of particular crime victim issues. However, the state may use its VOCA administrative funds for these purposes.

4. Prosecution Activities

Witness notification and management activities, expert witnesses, victim and witness protection services and other activities directed at prosecuting offenders or improving the criminal justice system's effectiveness and efficiency are not allowable uses of VOCA funds.

5. Fundraising

While sub-grantees are not permitted to use VOCA funds for fundraising, a state may, using its administrative funds, provide technical assistance to sub-grantees to help them develop non-VOCA sources of funding to sustain and expand their services. Such technical assistance may include training in grant writing, locating other funding sources, etc.

6. Indirect Organizational Costs

According to the OJP Financial Guide, indirect costs are those that are not readily assignable to a particular project. Sub-grantees are not permitted to charge indirect costs off to a VOCA sub-grant, such as liability insurance on buildings, capital improvements, security guards and body guards, property losses and expenses, real estate purchases, mortgage payments, and construction costs.

7. Administrative Staff Expenses

Salaries, fees, and reimbursable expenses associated with administrators, board members, executive directors, consultants, coordinators, and other individuals are not allowable unless these expenses are incurred while providing direct services to crime victims.

8. Property Loss

VOCA assistance funds may not be used to reimburse crime victims for losses incurred as a result of the crime, such as replacement of stolen property, medical or funeral expenses, insurance deductibles or lost wages. However, VOCA-funded staff can assist victims by identifying and referring them to other agencies, such as state crime victim compensation programs, that may be able to help victims with these types of needs.

9. Most Medical Costs

Although VOCA funds may be used for certain types of expenses, such as emergency short-term nursing home shelter or sexual assault forensic examinations, most medical costs (including nursing home care, in-patient treatment, hospital and non-emergency medical or dental treatment) cannot be supported with VOCA assistance funds.

10. Relocation Expenses

The costs of assisting victims in relocating cannot be supported with VOCA funds. This includes the cost of moving, security deposits, ongoing rent or mortgage payments. However, VOCA-funded staff can assist victims in identifying resources that may be available for these purposes.

11. Development of Protocols, Interagency Agreements, and Other Working Group Agreements

While these activities are important and essential in helping to meet the eligibility requirement to coordinate victim services efforts in order to receive a VOCA sub-grant, their costs cannot be paid for with VOCA sub-grant funds.

12. Sending Individual Crime Victims to Conferences

Sub-grantees cannot use VOCA sub-grant funds to send individual crime victims in their capacity as crime victims to conferences. However, this prohibition would not prohibit a sub-grantee from using its training funds to send a direct service staff person (whether paid or volunteer) to eligible training programs even if the person happens to have been a crime victim.

13. Activities Exclusively Related to Crime Prevention

VOCA sub-grant funds may not be used for activities intended solely to educate the community and raise the public's awareness of crime and how to prevent crime.

IV. FEDERALLY FUNDED PROCUREMENT ADDITIONAL TERMS AND CONDITIONS

The Victims of Crime (VOCA) of 1984, sections 1404 (a) (2), and 1404 (b) (1) and (2), 42 U.S.C. 10603 (a) (2) and (b) (1) and (2) (and the applicable program guidelines and regulations) are part of this procurement and include, but are not limited to the following terms and conditions:

A. COMPLIANCE WITH THE OJP FINANCIAL GUIDE HANDBOOK AND OMB CIRCULARS

As a condition for receiving funding from the Office of Justice programs (OJP) contractors agree to comply with the most recent edition of the OJP Financial Guide. Contractors agree to comply with the organizational audit requirements of the Office of Management (OMB) Circular A-133, Audits of States, Local Governments, and Non Profits, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide. This is a cost-reimbursement procurement funded with federal funds and is governed by the cost principles of the OMB. Allowable costs are those costs identified in the relevant OMB circulars and in the grant program's authorizing legislation. All costs in this procurement must be must be reasonable, allocable, and necessary to the project, and they must also comply with Federal and the Government of Guam funding statutes and regulations. See Cost Principles for Educational Institutions; Title 2 CFR Part 220, Cost Principles for State, Local and Indian Tribal Governments, Title 2 CFR Part 225, Cost Principles for Non-Profit Organizations, Title 2 CFR Part 230, the Federal Acquisition Regulations as well 2 GAR Division 4 Chapter 7 Cost Principles. Federal grants are governed by the provisions of the OMB circulars applicable to financial assistance and OJP's *Financial Guide*, which is available from the OJP Web site www.ojp.usdoj.gov/. The *Financial Guide* includes information on allowable costs, methods of payment, audit requirements, accounting systems, and financial records. This document will govern how all successful applicants administer funds.

B. PROHIBITION OF USE OF FUNDS

Applicant understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express written approval of the OJP. Applicant understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of a contract or sub-award to either the Association of Community Organization for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of the OJP.

C. CIVIL RIGHTS COMPLIANCE

As a condition for receiving funding from the Office of Justice Programs (OJP), recipients must comply with applicable federal civil rights laws, including Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and the Justice Department's regulation for the Equal Treatment of Faith-Based Organizations. Depending on the funding source, a recipient must also comply with the nondiscrimination provisions within the applicable program statutes, which may include the Omnibus Crime Control and Safe Streets Act of 1968, the Victims of Crime Act, or the Juvenile Justice and Delinquency Prevention Act. Collectively, these federal laws prohibit a recipient of OJP funding from discriminating either in *employment* (subject to the exemption for certain faith-based organizations discussed below; see "Funding to Faith-based

Organizations") or in the *delivery of services or benefits* on the basis of race, color, national origin, sex, religion, or disability. In addition, OJP recipients may not discriminate on the basis of age in the delivery of services or benefits. For more information on these laws, please (*visit the OJP website*). Compliance with Title VI of the Civil Rights Act of 1964, which prohibits recipients from discriminating on the basis or national origin in the delivery of services or benefits, entails taking reasonable steps to ensure that persons with limited English proficiency (LEP) have meaningful access to funded programs or activities. An LEP person is one whose first language is not English and who has a limited ability to read, write, speak, or understand English. To assist recipients in meeting their obligation to serve LEP persons, the Justice Department has published a guidance document, which is available at www.lep.gov. The OJP encourages applicants and recipients to include within their program budgets the costs for providing interpretation and translation services to eligible LEP service populations. For technical assistance on complying with the civil rights laws linked to the receipt of federal financial assistance from OJP, please contact the Office for Civil Rights by telephone at (202) 307-0690, by facsimile at (202) 616-9865, by TTY at (202) 307-2027.

E. EQUAL EMPLOYMENT OPPORTUNITY & NONDISCRIMINATION

Applicant agrees to comply with E.O. 11246--Equal Employment Opportunity, as amended by E.O. 11375--Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR Part 60--Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor. Applicant agrees that no person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in contracted programs or activities on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or other classification protected by federal or state laws and regulations; nor shall they be excluded from participation in, be denied benefits, or be otherwise subjected to discrimination in the performance of contracts with the government of Guam or in the employment practices of the government of Guam contractors. Accordingly, all applicants entering into contracts with the government of Guam shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination. In the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the ground of race, religion, national origin, sex, or disability against a recipient of victims assistance formula funds, in this procurement, the applicant will forward a copy of the findings to the Office of Civil Rights of OJP.

F. RIGHTS IN INTELLECTUAL PROPERTY

In connection with OJP awards, the U.S. Department of Justice reserves certain rights with respect to data, patentable inventions, works subject to copyright, and other intellectual property associated with an award of Federal funds. See, e.g., 28 C.F.R. §§ 66.34, 70.36, and 37 C.F.R. Part 401.

G. NATIONAL ENVIRONMENTAL POLICY ACT AND OTHER RELATED FEDERAL LAWS

Applicant agrees to comply with the National Environmental Policy Act (NEPA, 42 U.S.C. § 4321 et seq.) and other related Federal laws (including the National Historic Preservation Act), if applicable. Applicant agrees to assist OJP in carrying out its responsibilities under NEPA and related laws, if it plans to use VOCA funds (directly or through sub-award or contract) to

undertake any activity that triggers these requirements, such as renovation or construction. (See 28 C.F.R. Part 61, App. D.) Applicant also agrees to comply with all Federal, State, and local environmental laws and regulations applicable to development and implementation of the activities to be funded in this procurement.

H. CLEAN AIR ACT

Applicant agrees to comply with Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended--Contracts and sub grants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to State and the Regional Office of the Environmental Protection Agency (EPA).

I. ANTI-LOBBYING ACT

The Anti-Lobbying Act (18 U.S.C. § 1913) recently was amended to expand significantly the restriction on use of appropriated funding for lobbying. This expansion also makes the anti-lobbying restrictions enforceable via large civil penalties, with civil fines between \$10,000 and \$100,000 per each individual occurrence of lobbying activity. These restrictions are in addition to the anti-lobbying and lobbying disclosure restrictions imposed by 31 U.S.C. § 1352.

The Office of Management and Budget (OMB) is currently in the process of amending the OMB cost circulars and the common rule (codified at 28 C.F.R. Part 69 for U.S. Department of Justice grantees) to reflect these modifications. However, in the interest of full disclosure, no federally appropriated funding made available under this grant program may be used, either directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government, without the express approval by OJP. Any violation of this prohibition is subject to a minimum \$10,000 fine for each occurrence. This prohibition applies to all activity, even if currently allowed within the parameters of the existing OMB circulars.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - applies to contracts over \$100,000. Contractor as part of this Agreement certifies compliance with 31 U.S.C. 1352 and agrees to provide a copy of the Byrd Anti-Lobbying certification to the OAG, and to require any subcontractors of \$100,000 or more to file a Byrd Anti-Lobbying certification. Contractor represents 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 shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. The disclosures are to be forwarded from Contractor and its subcontractors up to the Government.

J. DEBARMENT AND SUSPENSION

Debarment and Suspension (E.O. 12549 and E.O. 12689)--No contract may be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or No procurement Programs in accordance with E.O. 12549 and E.O. 12689--Debarment and Suspension. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and Contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractor certifies that Contractor, nor any of

Contractor's trustees, officers, directors, agents, servants or employees (whether paid or voluntary) is debarred or suspended or suspended on federal, state or local debarment and suspension lists; or otherwise excluded from or ineligible for participation in federal or local assistance programs.

K. DRUG-FREE WORK PLACE

Contractor acknowledges that the Government maintains a drug free work place in compliance with Drug-Free Workplace Act of 1988 (Pub. L.100-690) and Contractor and subcontractors agree to comply with the Drug-Free Work Place Act. DRUG-FREE WORKPLACE (MAY 2001); "which reads as follows: (a) Definitions. As used in this clause— "Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15. "Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes. "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance. "Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance. "Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance. "Individual" means an offeror/Contractor that has no more than one employee including the offeror/Contractor. (b) The Contractor, if other than an individual, shall—within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration— (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (2) Establish an ongoing drug-free awareness program to inform such employees about— (i) The dangers of drug abuse in the workplace; (ii) The Contractor's policy of maintaining a drug-free workplace; (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace; (3) Provide all employees engaged in performance of the contract with a copy of the statement required by paragraph (b) (1) of this clause; (4) Notify such employees in writing in the statement required by paragraph (b) (1) of this clause that, as a condition of continued employment on this contract, the employee will—(i) Abide by the terms of the statement; and (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction;(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee; (6) Within 30 days after receiving notice under subdivision (b) (4) (ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace: (i) Taking appropriate personnel action against such employee, up to and including termination; or (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and (7) Make a good faith effort to maintain a drug-

free workplace through implementation of paragraphs (b) (1) through (b) (6) of this clause. (8) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract. (9) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract or default, and suspension or debarment."

L. TRAFFICKING VICTIMS PROTECTION ACT OF 2000 (TVPA), AS AMENDED 22 U.S.C. 7104(G)

Contractor and its subcontractor, and their employees associated with performance under this procurement shall not (i) engage in severe forms of trafficking in persons during the period of time that the procurement is in effect; (ii) procure a commercial sex act during the time that the procurement is in effect, or (iii) used forced labor in the performance of services in this procurement as defined in the TVPA as amended or the federal regulations, including but not limited to 2 CFR 175. The Government of Guam and the United States Department of Public Health and Human Services, Administration for Children and Families may terminate any work, contract, grant, sub-grant without penalty for any violation of these provisions by the Contractor and its subcontractors and their employees, imputed to the Contractor or its subcontractor imputed to them using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement)," as implemented by the United States Department of Public Health and Human Services 2 CFR part 376. Contractor and its subcontractors shall inform the Government of Guam and the United States Department of Public Health and Human Services, Administration for Children and Families immediately of any information they receive from any source alleging violation of (i) (ii) and (iii) above. Contractor and its subcontractors must include this section in any subcontracts they make in this procurement. The following definitions apply to this section: (1) "Employee" means either: an individual employed by you or a contractor who is engaged in the performance of this procurement; or another person engaged in the performance of services in this procurement not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements. (2) "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery. (3). "Private entity": means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

M. FEDERAL LEADERSHIP ON REDUCING TEXT MESSAGING WHILE DRIVING

Contractor is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work fund by this federally funded procurement, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashed caused by distracted drivers in keeping with Executive Order 13513, 74 Fed. Reg. 51225 (October 1, 2009). Implementation of "Ban Text Messaging While Driving" is set forth at 23 CFR § 1103 with a contract clause for insertion in procurements at FAR 52.223-18. (September 2010); which reads as follows: "(a) *Definitions*. As used in this clause— "Driving"— (1) Means operating a motor vehicle on an active roadway with the motor

running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. (2) Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary. "Text messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park. (b) This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, dated October 1, 2009. (c) The Contractor should— (1) Adopt and enforce policies that ban text messaging while driving— (i) Company-owned or -rented vehicles or Government-owned vehicles; or (ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government. (2) Conduct initiatives in a manner commensurate with the size of the business, such as—(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and (ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving. (d) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts that exceed the micro-purchase threshold."

N. CRIMINAL PENALTIES FOR FALSE STATEMENTS

False statements or claims made in connection with OJP grants may result in fines, imprisonment, and debarment from participating in federal grants or contracts, and/or other remedies available by law.

O. FRAUD, WASTE AND ABUSE REPORTING

Contractor must promptly refer to DOJ OIG any credible evidence that a principal, employee, agent, Contractor, sub-grantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any contractors. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by; - mail Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530, email: oig.hotline@usdoj.gov, hotline (contact information in English and Spanish): (800) 869-4499 ; or hotline fax: (202) 616-9881. Additional information is available from the DOJ OIG website at www.udoj.gov/oig.

P. PRIVACY CERTIFICATE

Recipient understands and agrees that in the event any of the federal funds in this procurement are to be used for a purpose that contains a research or statistical component then a Privacy Certificate as a condition of approval is required. U.S. Department of Justice regulations (28 CFR Part 22) require recipients of OJP funding to submit a Privacy Certificate as a condition of approval of any grant application or contract proposal that contains a research or statistical component under which "information identifiable to a private person" will be collected, analyzed, used, or disclosed. The funding recipient's Privacy Certificate includes a description of its

policies and procedures to be followed to protect the confidentiality of identifiable data. 28 CFR § 22.23. The Department's regulations provide, among other matters, that: "Research or statistical information identifiable to a private person may be used only for research or statistical purposes." 28 CFR § 22.21. Moreover, any private person from whom information identifiable to a private person is collected or obtained (either orally or by means of written questionnaire or other document) must be advised that the information will only be used or disclosed for research or statistical purposes and that compliance with the request for information is voluntary and may be terminated at any time. 28 CFR § 22.27. In addition, the Department of Justice has regulations with respect to the protection of human research subjects. See 28 CFR Part 46. In brief, 28 CFR Part 46 requires that research involving human subjects that is conducted or supported by a Federal department or agency be reviewed and approved by an Institutional Review Board (IRB), in accordance with the regulations, before Federal funds are expended for that research. As a rule, persons who participate in Federally-funded research must provide their "informed consent" and must be permitted to terminate their participation at any time. Funding recipients, before they will be allowed to spend OJP funds on any research activity involving human subjects, must submit appropriate documentation to OJP showing compliance with 28 CFR Part 46 requirements, as requested by OJP. General information regarding Data Confidentiality and Protection of Human Research Subjects (and Model Privacy Certificates and other forms) can be found on the following web site: www.ojp.gov.

Q. SUSPENSION OR TERMINATION OF FUNDING

OJP may suspend funding in whole or in part, terminate funding, or impose other sanctions on a recipient for the following reasons: Failing to comply substantially with the requirements or statutory objectives of the appropriate Act, program guidelines issued there under, or other provisions of federal law. Failing to make satisfactory progress toward the goals, objectives, or strategies set forth in the application. Failing to adhere to the requirements in the agreement, standard conditions, or special conditions. Proposing or implementing substantial plan changes to the extent that, if originally submitted, the application would not have been selected for funding. Failing to submit reports. Filing a false certification in this application or other report or document. Before imposing sanctions, OJP will provide reasonable notice to the recipient of its intent to impose sanctions and will attempt to resolve the problem informally. Hearing and appeal procedures will follow those in U.S. Department of Justice regulations in 28 CFR Part 18.

R. NON-PROFIT ORGANIZATIONS

In all OJP funded programs for which nonprofit organizations are eligible recipients or contractors, with the exception of those funded under authority of the Juvenile Justice and Delinquency Prevention Act, it is Department of Justice policy that an organization can demonstrate its non-profit status in any one of four methods: (1) submission of proof of 501(c)(3) status from the Internal Revenue Service; (2) submission of a statement from the State taxing authority or State Secretary of State, or other similar official certifying that the organization is a nonprofit operating within the State, and that no part of its net earnings may lawfully benefit any private shareholder or individual; (3) submission of a certified copy of the applicant's certificate of incorporation or similar document; or, (4) submission of any item above, if that item applies to a State or national parent organization, together with a statement by the State or parent organization that the applicant is a local nonprofit affiliate. All nonprofit contractors of formula funds provided under the Juvenile Justice and Delinquency Prevention Act must have 501(c) (3) status recognized by the Internal Revenue Service.

S. FOR-PROFIT ORGANIZATIONS

For-profit organizations that receive grant funds from OJP should be aware that additional special conditions are placed on awards to such organizations. Among other things, commercial organizations must agree not to make a profit as a result of an award and not to charge a management fee for the performance of an award. Also, commercial organizations must agree to comply with the contract cost principles of subpart 31.2 of the Federal Acquisition Regulations.

T. GOVERNMENT PERFORMANCE AND RESULTS ACT (GPRA)

Awardees must collect data (on a quarterly, semi-annually, or annual basis, as requested) appropriate for facilitating compliance with reporting requirements established by Public Law 103-62, the Government Performance and Results Act. The funding recipient must ensure that valid and auditable source documentation is available to support all data collected for each performance measure specified in the program solicitation.

U. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) OF 2006

Applicants that receive an award from the OJP should be aware of the requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, which calls for the establishment of a of a single searchable website that is accessible by the public and includes the following information for each Federal award: (1) The name of the entity receiving the award; (2) The amount of the award; (3) Information on the award including the transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source, and an award title descriptive of the purpose of each funding action; (4) The location of the entity receiving the award and primary location of performance under the award, including the city, state, congressional district, and country; (5) A unique identifier of the entity receiving award and of the parent entity of the recipient, should the entity be owned by another entity; and, (6) Any other relevant information specified by OMB. Direct grant award information must be collected starting in FY 2007 and available for disclosure beginning in January 2008; sub-grantee award data must be available beginning in January 2009. OJP will be responsible for collecting grantee information and providing it to the public website, using data provided by grantees through grants.gov and the Grants Management System. Additional information regarding these requirements will be provided when available. For updates, please visit the FFATA website at www.ffata.org/ffata.

V. CATEGORICAL EXCLUSION FOR OFFICE OF THE ATTORNEY GENERAL

The subject grant provides funds from the Victims of Crime Act of 1984 (VOCA) to enhance crime victim services in the states and territories. These funds are awarded by the State to local community-based organizations that provide direct services to crime victims. None of the following activities will be conducted either under the OJP federal action or a related third party action: 1. New construction. 2. Any renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historical Places or (b) located within a 100-year floodplain. 3. A renovation which will change the basic prior use of a facility or significantly change its size. 4. Research and technology whose anticipated and future application could be expected to have an effect on the environment. 5. Implementation of a program involving the use of chemicals. Consequently, the subject federal action meets OJP's criteria for a categorical

exclusion as contained in paragraph 4.(b) of Appendix D to Part 61 of the Code of Federal Regulations. Additionally, the proposed action is neither a phase or a segment of a project which when viewed in its entirety would not meet the criteria for a categorical exclusion.

W. FALSE CLAIMS, CIVIL AND CRIMINAL VIOLATION OF LAWS

The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by -

mail:

Office of the Inspector General
U.S. Department of Justice
Investigations Division
950 Pennsylvania Avenue, N.W.
Room 4706
Washington, DC 20530

e-mail: oig.hotline@usdoj.gov

hotline: (contact information in English and Spanish): (800) 869-4499

or hotline fax: (202) 616-9881

Additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

X. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW

Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

Y. TRAINING, TRAINING MATERIALS

The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>.

Z. ESTABLISHING OR MAINTAINING COMPUTER NETWORKS

The recipient understands and agrees that - (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

V. PROPOSAL CONTENTS, REQUIREMENTS AND INSTRUCTIONS

A. GENERAL INSTRUCTIONS

1. Written Proposals.

All proposals must be in writing and typed. The Office of the Attorney General (OAG) will not accept handwritten proposals.

2. Signatures in Ink.

Signatures shall be in black or blue ink. Blue is preferred.

3. Erasures and Strikeouts.

Erasures, strikeouts, or other types of changes that are evident on their face made to a proposal must be explained or noted over the signature of the offeror.

4. Contents of Proposal.

The offeror's response to the items mentioned in Section V together shall be considered the offeror's proposal. Proposals should be prepared simply and economically, providing a straightforward, concise description of the offeror's ability to fulfill the requirements of the proposal. In order to ensure a uniform review process and to obtain the maximum degree of comparability, the OAG prefers that the contents of the proposal be organized and submitted in the following manner, format, and order unless otherwise stated.

5. Inclusion of Proposal Contents in Contract.

The OAG reserves the right to include any part or parts of the offeror's proposal in the final contract if the offeror is awarded a contract.

6. Requests for Non-Disclosure

After award of a contract, the proposal of the offeror awarded the contract becomes a part of the record of the procurement process and is public information. Therefore, if an offeror is submitting trade secrets or proprietary information that the offeror wishes to keep confidential, then the offeror must identify those portions that it considers proprietary and request in writing for non-disclosure. The request for non-disclosure must be included in the cover letter, and those portions in the proposal that are proprietary must be clearly marked or designated, or identified in the cover letter. The purchasing agency will entertain the request and issue a ruling in accordance with Section V, Subsection G.

7. No Conflict of Interest

The offeror must also include a statement affirming that it presently it has no conflicts of interest with regard to the services for which a proposal is being submitted.

8. Certification of Independent Price Determination

The offeror must certify that the rate it proposes (which is to be placed in a separate sealed envelope) was independently arrived at without collusion with any other offeror or person.

9. Acknowledgment of Receipt of Amendments

If the purchasing agency issues any amendments to the Request for Proposals, the offeror must acknowledge receipt of each individual amendment in its cover letter.

B. APPLICATION

The offeror must fill out the application form included in this proposal (Form A). The application must include the following statements or information:

1. Applicant Information

The name of the organization, mailing and physical address, telephone and facsimile numbers, email and, if different, the place of the performance of the contract.

2. Designation of Contact Person

The offeror shall designate a contact person and include his or her contact numbers, including e-mail address, if different from the offeror's. The designated person must be able to answer any questions the purchasing agency has regarding the offeror's proposal and must be able to negotiate the contract terms.

3. Tax Identification Number

The offeror shall provide its federal employer identification number (EIN) or tax identification number (TIN), if any. It should also include a copy of its business license and tax exemption certificate in its proposal submission.

4. Staffing Level Request

The offeror shall indicate its staffing level request for each of the project period as well as whether it has a volunteer waiver.

5. Organization Type

The offeror shall indicate organization type by the categories listed in the application form.

6. Financial Sources

The offeror shall provide information on its financial sources for the period October 1, 2009 – September 30, 2010 and October 1, 2010 – September 30, 2011.

7. Application Purpose

The offeror shall indicate the purpose of its application with regards to the intended crime victim services it is offering to provide.

8. Use of Project Funds

The offeror shall indicate how it will use the project funds.

9. Priority Populations to be Served

The offeror shall indicate the priority populations of crime victims it will provide services to.

10. Services to be Provided

The offeror shall indicate the specific crime victim services it will provide.

C. FUNCTIONAL ORGANIZATION CHART

The offeror shall provide an organizational chart and the functions of its internal structure.

D. PLAN FOR PERFORMANCE AND OTHER INFORMATION REQUIRED

The offeror must submit a detailed plan for providing direct services to victims of crime described in the Scope of Services in Section II. The plan should include the following information for the offeror:

1. Identification. The name of the individual or individuals who will be assigned to perform the services.

2. Background and Credentials of Individuals. Provide information on the individuals who will be assigned to perform the services as characterized by the following areas:

(A) Education and Special Training. For each individual who will be assigned to perform the services, please provide information on the individual's qualifications and any education or training in the area of victim services.

(B) General and Specific Experience. For each individual who will be assigned to perform the services, please include information about the individual's general experience in the crime victim services field, and any specific experience in the area of specialty. If the individual to be assigned does not possess experience similar to the services required, please provide any pertinent information or experience.

(C) Other Abilities and Qualifications. Please provide other information concerning the individual's abilities, qualifications, or credentials, if any, not already mentioned.

3. Dedicated Time. How much time the assigned individuals are able to dedicate or will devote to the services requested relative to other organizational commitments.

4. Place of Performance. Where the services will be performed.

5. Other Resources. The offeror's other resources such as personnel, equipment and facilities to be used in the performance of the services. Also included is the offeror's financial ability to advance and pay for costs. Although the payment of costs is a matter for negotiation with the offeror who will be awarded a contract, any offeror with the ability to do so may volunteer to advance costs in its proposal.

6. References. Please provide the names, addresses, and contact numbers of three references that can provide information on the organization's performance in the area of crime victim services.

7. Other Relevant Information. Any other relevant information which will be useful in evaluating the offeror's plan for performance may be included and is welcomed.

8. Statement of Conformance. The plan must include a statement indicating conformance to the eligibility and program requirements in Section III and signed by an authorized official of the organization.

E. BUDGET PROPOSAL

The offeror must submit a detailed budget proposal for each of the project period it seeks to request funding for. It must be in a separate sealed envelope outlining the funds it seeks in the performance of direct services to victims of crime. The budget proposal must adhere to the eligibility and program requirements in Section III of this RFP.

Each offeror must provide a budget proposal for the services, and **enclose the budget proposal in a separate sealed envelope marked "Budget Proposal". Only one sealed envelope with the offeror's rates should be submitted.**

F. MANDATORY DISCLOSURE FORMS

The Guam Procurement Law requires each offeror to make a number of disclosures. Some of the disclosures are required for an offeror to qualify to submit a bid or a proposal. An explanation of each disclosure follows. For the offeror's ease in making these required disclosures, the purchasing agency is providing sample disclosure forms. They must be completed and included with the proposal. The forms are attached to Section VIII, Appendix of Forms. **Failure to complete and submit the forms will automatically disqualify a proposal as being non-responsive, and such proposal will not be evaluated.** All disclosure forms submitted by the offeror awarded the contract will be open to public inspection and copying.

1. Affidavit Disclosing Ownership and Commissions (Form B).

As a condition of bidding and doing business with the government, an offeror must disclose in the form of an affidavit the names of all persons owning more than ten percent of the outstanding interest of the offeror's business during the twelve-month period immediately preceding the date a proposal is submitted, including the percentage owned by each such person or entity. The affidavit for this solicitation may be made on any date on or after April 20, 2015 and up to and including June 30, 2015.

The same affidavit must also disclose the identity of anyone who has received or is entitled to receive a commission, gratuity, percentage, brokerage or other compensation or contingent arrangement for procuring a contract with the purchasing agency or for assisting the offeror in obtaining business related to this Request for Proposals, and the value or amounts. Please note that commissions, gratuities, percentages, contingency fees, or other compensation for the purposes stated herein are prohibited by Guam law, except that this prohibition does not apply to fees payable by the offeror upon contracts or sales secured or made through *bona fide* established commercial or selling agencies maintained by the offeror for the purpose of securing business.

2. Affidavit of Non-Collusion (Form C).

The offeror must represent that its offer is genuine and not a sham and that the offeror is not in collusion with others, and that the offeror has not colluded, conspired, connived or agreed, directly or indirectly with any other person or offeror to put in a sham proposal, or to fix the cost of the contract, or to secure any advantage against the government or any person interested in the contract.

3. Affidavit: No Gratuities and Kickbacks (Form D).

The offeror must represent that it has not violated, is not violating, and promises that it will not violate, the prohibition against gratuities and kickbacks set forth in the Guam Procurement Law.

The prohibition is as follows: It is a breach of ethical standards for any person to offer, give, or agree to give any government employee or former government employee, or for any government employee or former government 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 thereof. Further, it shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement of the award of a subcontract or order.

4. Affidavit: Ethical Standards (Form E).

The offeror must represent 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 out in Guam's procurement code or regulations pertaining to ethics in public contracting.

5. Declaration re Compliance with U. S. DOL Wage Determination (Form F)

The offeror must declare that it is in compliance with the U.S. Department of Labor Wage Determination for Guam and the Northern Marianas Islands.

6. Affidavit re Contingent Fees (Form G)

The offeror must depose that it has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. It must also depose that 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.

G. PACKAGING OF PROPOSALS

1. Number of Copies. Please provide the original proposal plus three (3) copies, except for the budget proposal of which only one sealed envelope should be submitted.

2. Sealed Envelope or Container. The original proposal and three copies, along with the one sealed Budget Proposal, must be placed in an envelope or envelopes, or other container, and sealed.

3. Information on Sealed Envelope or Container. On the face of the sealed envelope or container, the following information shall be clearly marked:

NOT TO BE OPENED EXCEPT BY VOCA ADMINISTRATOR OR DESIGNEE

Proposal for OAG RFP 002-2015

Submitted by [the offeror's name, address, telephone number and email address]

H. DELIVERY

Proposal packages should be mailed or delivered to the following name and address. The Purchasing Agency is not responsible for any delivery costs or postage due. Proposals will not be accepted via facsimile or e-mail as these two mediums do not allow proposals to be sealed or submitted in an original form with multiple copies:

Office of the Attorney General
Administration Division
590 South Marine Corps Drive, Suite 706
Tamuning, Guam USA 96913-3537
Attention: VOCA Administrator

I. DUE DATES FOR SUBMISSION

The following deadlines apply to this Request for Proposals. The Purchasing Agency will not entertain any late submission of questions. A proposal received late is non-responsive and will be rejected.

1. Questions Prior to Submission of Proposals. All written questions regarding the Request for Proposals are due no later than 1:00 p.m. Guam time, Friday, May 15, 2015. For further information, please see Section V, Subsection B "Questions and Answers."

2. Proposals. All written proposals must be received at the Office of the Attorney general no later than 1:00 p.m. Guam time, Friday, June 5, 2015.

J. TIMELINES

Below is the timelines for the VOCA crime victim assistance grant process. Please review the timelines to familiarize yourself with the mandatory dates.

Funding Announcement Availability

Friday, May 1, 2015

Deadline to Submit Questions

1:00 pm, Friday, May 15, 2015

Deadline to Submit a Proposal

1:00 pm, Friday, June 5, 2015

Application Review & Evaluation Period

Letters of Acceptance or Rejection of Applications

June 5 – July 31, 2015

Review and Routing of Memorandums of Understandings/Agreements (MOUs/MOAs), Establishment of Accounts and Program Implementation

Upon the Governor's signature and processing by the Department of Administration and Bureau of Budget Management and Research

Program and Service Deadlines

Invoices, Request for Reimbursements: 5th of each succeeding month

Quarterly Reports: January 5th, April 5th, July 5th, October 5th

Annual Report: October 20th

Services Begin

October 1, 2015

First Year Program Termination

September 30, 2016

Second and Subsequent Years

Subject to Attorney General's approval and availability of funds

VI. EVALUATION CRITERIA

Evaluators will evaluate each proposal according to the following factors and their relative importance designated by a number of points totaling 100 per evaluator. All references noted below are to the subsections found in Section IV of this Request for Proposals:

- 40 points **Application.** Complete and accurate information provided
- 10 points **Functional Organization Chart.** Submission of a descriptive functional organization chart
- 50 points **Detailed Plan.** Demonstration of sufficient resources such as staff, equipment, facilities, and financial ability or sources

VII. GENERAL PROCEDURES

A. NOTICE OF REQUEST FOR PROPOSALS

The procurement regulations provide that notice of a request for proposals for professional services is adequate if published in a newspaper of general circulation at least ten days before the proposals are due. Hence, notice of this Request for Proposals will be advertised in the Pacific Daily News and/or the Marianas Variety published in Hagåtña, Guam. The purchasing agency may also forward the Request for Proposals packet to organizations that have indicated an interest or which have experience with the services requested. Anyone wishing to make a referral is welcome to do so.

B. QUESTIONS AND ANSWERS

A pre-proposal conference to provide information and answer any questions that offerors may have, will be held on Thursday, April 30, 2015 beginning at 10:00 am at the Office of the Attorney General, 590 South Marine Corps Drive, Suite 706, Tamuning. Prior to the deadline for submission of proposals, questions concerning this Request for Proposals may be asked in writing and written responses will be given in the following manner.

Only potential offerors who have obtained a Request for Proposals packet may submit written questions to the Office of the Attorney General. The Office must receive the questions no later than Friday, May 15, 2015 at 1:00 p.m. Guam time. The Office will respond only to questions received before this deadline. Oral statements made by the purchasing agency or its agents are not binding. On or before Friday, May 29, 2015, the Office expects to provide its responses to the written questions. Responses to questions will be sent via facsimile or electronic mail.

If any question requires an interpretation of the Request for Proposals, or is relevant to all offerors, then the purchasing agency shall prepare a response in the form of an amendment to the Request for Proposals packet, and shall forward the amendment to all prospective offerors who have picked up a packet. Receipt of any amendment must be acknowledged in the cover letter.

Questions should be sent to the VOCA Administrator at one of the following addresses:

(a) Via U.S. Postal Service:

Office of the Attorney General
Administration Division
590 South Marine Corps Drive, Suite 706
Tamuning, Guam USA 96913-3537
Attention: VOCA Administrator

(b) Via facsimile to the Office of the Attorney General at (671) 477-4703
Attention: VOCA Administrator

(c) Via email @ fartero@quamag.org

C. RECEIPT AND REGISTRATION OF PROPOSALS

Proposals and modifications to proposals will be time-stamped upon receipt and held in a secure place until the established due date. Proposals will not be opened publicly, nor disclosed to unauthorized persons. The purchasing agency will keep a Register of Proposals identifying the Request for Proposals, the names of the offerors, and the number of modifications received, if any, by each offeror. The Register is not open for public inspection until after award of a contract. Proposals of offerors not awarded a contract do not become public record.

D. OPENING OF PROPOSALS

After the deadline for submission of proposals and as soon as practicable, the purchasing agency shall unseal each proposal in the order received and conduct a preliminary review of each proposal to see whether the proposal contains the documents required by law as a condition of making an offer. The lack of any one of the documents is cause for a finding of non-responsiveness and automatic rejection of the proposal without evaluation of the detailed plan. Proposals will then be evaluated. Any offeror submitting a non-responsive proposal will receive a written Notice of Non-Responsiveness.

E. EVALUATION PROCESS

An Evaluation Committee shall evaluate the proposals. Prior to the evaluation meeting, the Evaluation Committee members will not know the identities of the offerors and will not have access to the proposals. The evaluations will be conducted on a designated date and at a designated time. The proposals will be evaluated in the order received. The VOCA Administrator will monitor the evaluations to ensure fairness and non-collusion. Before the evaluations begin, the VOCA Administrator will explain the criteria and process to the Evaluation Committee as may be necessary. Unless requested to by the administrator or Evaluation Committee, any attempt by an offeror to contact any individual assigned to evaluate may result in disqualification of the offeror.

F. DISCUSSIONS DURING EVALUATION

During the evaluation meeting, or any continuation thereof, the Evaluation Committee may conduct discussions with any offeror, either in person, by email or telephonically. Discussions are discretionary to the Evaluation Committee. The purposes of such discussions shall be (a) to determine in greater detail the offeror's qualifications; or (b) to explore with the offeror the scope and nature of the required services, the offeror's 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. If requested by the purchasing agency, the issues clarified during discussions should be put into writing by the offeror and submitted to the purchasing agency within three business days of conclusion of discussions, and may be submitted electronically or via facsimile. The Office will provide further instructions as may be necessary.

G. RULING ON REQUESTS FOR NON-DISCLOSURE OF INFORMATION

During discussions or evaluations, the Evaluation Committee will examine any request for non-disclosure to determine its validity. If the Evaluation Committee does not grant the request, then

the purchasing agency must inform the offeror in writing those portions which will be open for disclosure should the offeror be awarded the contract, and why. If the offeror does not agree or is dissatisfied with the ruling for any reason, then the offeror may withdraw the proposal or submit a protest according to the procedures set out in the Guam Procurement Law. If the proposal is not withdrawn and no protest is received, then if an award is made to such offeror, the purchasing agency may disclose those portions of the proposal for which a non-disclosure request was not granted.

H. MODIFICATION OR WITHDRAWAL OF PROPOSALS

Any proposal may be modified or withdrawn upon written request by the offeror prior to the conclusion of discussions with such offeror.

If the Evaluation Committee finds that no discussion with an offeror is necessary, then such offeror's time for modifying or withdrawing its proposal shall be terminated upon the Committee moving on to evaluate the next proposal.

I. RANKING OF OFFERORS AND DETERMINATION OF BEST QUALIFIED OFFEROR

Upon conclusion of the evaluations, the VOCA Administrator will tabulate the points assigned by the Evaluation Committee, and rank the offerors from the highest number of points received to the lowest number. The maximum point an offeror may receive from a single evaluator is 100 points. The minimum points considered acceptable is 60, but the Attorney General has the discretion to lower the threshold if none of the offerors receive more than 60 points, or if the number of offerors responding to this Request for Proposals is less than three. The highest ranked offeror is considered the best qualified.

In case of a two-way tie, the Attorney General has the discretion to decide which of the two tied offerors is better qualified. In the case of a three-way tie, or more, the Attorney General has the discretion to decide the ranking of those tied.

However, this section and ranking only have relevance if there are two or more offerors offering the exact or nearly the same services, and only one service provider will be selected. The government expects that none of the services offered will be the same, and that, therefore, the assignment of points during evaluation will be irrelevant except to the extent of determining acceptability of the proposal based on a minimum threshold number.

J. NEGOTIATIONS WITH BEST QUALIFIED OFFEROR

This section regarding ranking is applicable only if among the proposals received, more than one offeror has proposed exactly or nearly the same services.

Negotiations for rates and other terms of a contract will begin with the highest ranked offeror for each of the three services described in Section II, with the opening of the sealed envelope containing the offeror's rate schedule. The Attorney General or her designee or designees may conduct the negotiations. If an agreement can be reached as to a fair and reasonable rate, and as to any other contract terms which require negotiation, then the purchasing agency shall send the best qualified offeror a Notice of Intent to Award in electronic form or by facsimile, and a contract will be prepared for signatures by the parties.

If negotiations with the highest ranked offeror fail, the Purchasing Agency shall notify such offeror of the termination of negotiations in writing within one week of such failure, either in electronic form or by facsimile. Upon delivery of Notice of Termination of Negotiations, the purchasing agency may begin negotiations with the second highest ranked offeror. If negotiations again fail, the same procedure shall be used until negotiations are successful and a contract results. As used herein the term "award" refers to an actual contract signed by all the required parties as required by law.

Notwithstanding any of the foregoing, the Attorney General reserves the right to award contracts for each or any number or combination of the services for which a proposal is submitted.

If more than one contract will be awarded, then negotiations with those offerors to be awarded may be conducted simultaneously.

K. CANCELLATION OF REQUEST FOR PROPOSALS

The purchasing agency may cancel this Request for Proposals in whole or in part as to the services described in Section II, or may reject all proposals so long as the purchasing agency makes a written determination that doing so is in the best interest of the purchasing agency and a contract has not yet been fully signed for the service to be cancelled, or a Notice to Proceed has not yet been delivered to the awarded offeror. In the event of cancellation or rejection of all proposals, proposals that have been unsealed shall remain the property of the purchasing agency and not returned to the respective offerors. A proposal that has not been unsealed (such as late proposals) will be returned to the offeror upon request of the offeror.

L. REJECTION OF INDIVIDUAL PROPOSALS

The purchasing agency shall have the prerogative to reject proposals in whole or in part when doing so is in the best interest of the purchasing agency as provided for in the procurement laws. Reasons for rejection of individual proposals include, but are not limited to, reasons such as: (a) the offeror is non-responsible as determined under 2 GAR Div. 4 §3116; (b) the proposal ultimately fails to meet the announced requirements of the purchasing agency in some material respect notwithstanding opportunity for altering or clarifying the proposal; or (c) the proposed price is clearly unreasonable.

VIII. MISCELLANEOUS GENERAL TERMS AND CONDITIONS FOR INCLUSION IN CONTRACT

This Section appears in all of the requests for proposals issued by the Office of the Attorney General and is not tailored to any one request for proposals. The contract to be entered into between the Purchasing Agency and the awarded offeror herein will include the following terms and conditions in some form if required by law. If any of the following terms and conditions is not required by law, then such term or condition may be negotiated. If any of the following terms and conditions is not applicable to the services required herein, then the term or condition may be excluded from the contract

A. PAYMENT

Payment shall be made upon submission of a request for reimbursement with proper supporting documentation subject to Guam law. The Prompt Payment Act shall apply to late payments.

B. GUAM INCOME TAXES

If any work is to be performed on Guam, then the offeror may be subject to Guam Income Taxes as well as all other applicable taxes on Guam transactions. Specific information on Guam taxes may be obtained from the Director of the Department of Revenue and Taxation, Government of Guam, PO Box 23607, GMF Guam 96921.

C. EQUAL EMPLOYMENT OPPORTUNITY

The offeror may not discriminate against its employees or applicants for employment because of race, creed, color or national origin. The offeror shall take affirmative action to ensure that applicants are employed, and that employees are treated, equally without regard to their race, creed, color or national origin.

D. ASSIGNMENT

The contract or any sums due to the contractor may not be assigned without the prior approval of the Office of the Attorney General.

E. COMPLIANCE WITH AMERICAN WITH DISABILITIES ACT (ADA)

If applicable, the offeror must meet all requirements of the Americans with Disabilities Act.

F. INDEPENDENT CONTRACTOR STATUS

The offeror understands that if an award is made, the offeror's relationship with the government is as an independent consultant or contractor, and not as an employee of the government. No employee benefits such as insurance coverage, participation in the government retirement system, or accumulation of vacation or sick leave shall accrue to the offeror or its individual employees, if any. No type of tax will be withheld from payments made to the awarded offeror.

G. SCOPE OF AGREEMENT

The resulting contract shall supersede any and all other prior agreements, either oral or in writing, between the parties with respect to the retainer of the chosen offeror, and contains all the covenants and agreements between such parties with respect to the retainer in any manner whatsoever. Each party to the resulting contract shall acknowledge that no agreements otherwise have been made by any party, or anyone acting on behalf of any party, which are not embodied within the contract, and that no other agreement, statement, or promise not contained in the contract will be valid or binding.

H. RESPONSIBILITY FOR ACCURACY OF WORK

The awarded offeror shall be responsible for the professional and technical accuracy of all work and materials furnished under the contract. The awarded offeror shall, without additional cost to the government of Guam, correct or revise all errors of deficiencies in its work. The awarded offeror shall agree to devote his or its best efforts to the duties and responsibilities under the contract in accordance with the laws, rules, regulations and policies of the government of Guam. The government's review, approval, acceptance of, and payment of fees for, services required under the contract shall not be construed to operate as a waiver of any rights under the contract or of any cause of action arising out of the awarded offeror's failure to perform the services required, and the awarded offeror shall be and remain liable to the government of Guam for all costs of any kind which may be incurred as a result of the awarded offeror's negligent performance of any of the services required to be performed under the contract.

I. SUBCONTRACTING OF AGREEMENT

Because of the nature of the work, the awarded offeror may not subcontract any part of the services required under the contract without the prior written consent of the Attorney General, or as outlined in this Request for Proposals or resulting contract.

J. GENERAL COMPLIANCE WITH LAWS

The awarded offeror shall be required to comply with all federal and local laws applicable to the work.

K. OWNERSHIP OF DOCUMENTS

All briefs, memoranda and other incidental work or materials prepared by the awarded offeror shall be and remain the property of the Attorney General including all publication rights and copyright interests, and may be used by the Attorney General without any additional costs to the government.

L. CHANGES

The Attorney General may at any time, by written order, make any change in the services to be performed hereunder, provided the change is within the general scope of work agreed to between the parties and as set out in this Request for Proposals. If such change causes an increase or decrease in the costs of doing the work, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. However, any modification of the contract

will be effective only if it is in writing signed by the parties and approved by the Governor of Guam.

M. SEVERABLE PROVISIONS

If any provision of the contract shall be deemed by a court of competent jurisdiction to be invalid, then such provision shall be deemed stricken from the contract and the contract shall be enforced according to its valid and subsisting terms and provisions.

N. EFFECTIVE DATE OF CONTRACT

The effective date of the contract is the date signed by the Governor of Guam.

O. NO GOVERNMENT LIABILITY

The Attorney General and the government of Guam assume no liability for any claims, accidents, or injuries that may occur to the awarded offeror, its agents, dependents, subcontractors, employees, or employees of its subcontractors. The government of Guam shall not be liable to the awarded offeror for any work performed by the awarded offeror prior to the approval of the contract by the government and issuance of a Notice to Proceed. The awarded offeror shall expressly waive any and all claims for services performed in expectation of the contract prior to the issuance of a Notice to Proceed.

P. LICENSING

Offerors are reminded that the Guam Procurement Law's local preference provision gives preference to licensed and operating Guam businesses. Specific information on licenses may be obtained from the Director of Revenue and Taxation. However, a Guam business license is not required of a business if its services will be performed for the government outside of Guam.

Q. CONTRACT SUBJECT TO AVAILABILITY OF FUNDS

The contract is subject to the appropriation, allocation and availability of funds. If for any reason whatsoever the government has insufficient funds to cover the costs of the contract, then the contract shall terminate according to the procedure described in the contract.

R. INSURANCE

The awarded offeror shall procure and maintain at its own expense all necessary comprehensive insurance for its business including, but not limited to, worker's compensation and general liability insurance.

S. GOVERNMENT'S RIGHT TO AUDIT

Contractors with the government shall maintain books and records relative to the cost and scope of work of the contract for three years from the date of final payment. The government is authorized to inspect such books and records at reasonable times and places. VOCA subgrantees will authorize representatives of the Office for Victims of Crime and the Office of the Chief Financial Officer access to and the right to examine all records, books, paper or documents related to the VOCA grant.

T. TERMINATION

1. Termination for Defaults *Reference: 2 GAR Division 4 § GAR 6101 (8)*

A. Default

If the Contractor refuses or fails to perform any of the provisions of the contract with such diligence as will ensure its completion within the time specified in the contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of the contract the government may notify the Contractor in writing of the delay or non-performance and if not cured in ten days or any longer time specified in writing by the government, such officer may terminate the Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part the government may procure similar supplies or services in a manner and upon terms deemed appropriate by the government. The Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

B. Contractor's Duties

Notwithstanding termination of the contract and subject to any directions from the government, the Contractor shall take timely, reasonable, and necessary action to protect and preserve property in possession of the Contractor in which the territory has an interest.

C. Compensation

Payment for completed supplies delivered and accepted by the territory shall be at the contract price. Payment for the protection and preservation of property shall be in an amount agreed upon by the contract and the Procurement Officer; if the parties fail to agree, the Procurement Officer shall set an amount subject the Contractor's rights under Chapter 9 (Legal and Contractual Remedies) of the Guam Procurement Regulations. The territory may withhold from amount due the Contractor such sums as the Procurement Officer deems to be necessary to protect the territory against loss because of outstanding liens or claims of former lien holders and to reimburse the territory for the excess costs incurred in procuring similar goods and services.

D. Excuse for Nonperformance or Delayed Performance

Except with respect to defaults of contractors, the contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the contractor to make progress in the prosecution of the work here under which endangers such performance) if contractor has notified the government within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; act of the public enemy; acts of the territory and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the contractor shall not be deemed to be in default, unless the supplies or services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the contractor to meet the contract requirements. Upon request of the contractor, the government shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights

of the territory under the clause entitled (in fixed-price contracts, "Termination" for Convenience in cost-reimbursement contract) "Termination". (As used in this Paragraph of this clause the term "subcontractor" means subcontractor at any tier.)

E. Erroneous Termination for Default

If, after notice of termination of the contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contractor was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (d) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the territory, be the same as if the notice of termination had been issued pursuant to such clause. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the territory, the contract shall be adjusted to compensate for such termination and the contract modified accordingly subject to Contractor's rights under Chapter 9 (Legal and Contractual Remedies) of the Guam Procurement Regulations.

F. Additional Rights and Remedies

The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under the contract.

G. Liquidated Damages. Reference: 2 GAR Division 4 S § 6101(9) (a)

When the contractor is given notice of delay or nonperformance as specified in Paragraph (D) (Default) of the Termination for Default Clause of the contract and fails to cure in the time specified, the contractor shall be liable for damages for delay in the amount of one-fourth of one-percent (1%) of outstanding order per calendar day from date set for cure until either the territory reasonably obtains similar supplies or services if the contractor is terminated for default, or until the contractor provides the supplies or services if the contractor is not terminated for default. To the extent that the contract's delay or nonperformance is excused under Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of the Termination for Default Clause of this contract, liquidated damages shall not be due the territory. The contractor remains liable for damages caused other than by delay.

2. Termination for Convenience Reference: 2 GAR Division 4 § 6101

A. Termination

The government may, when the interest of the territory so require, terminate the contract in whole or in part, for the convenience of the territory. The government shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

B. Contractor's Obligations

The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The government may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the territory. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

C. Right to Supplies

The government may require the contractor to transfer title and deliver to the territory in the manner and to the extent directed by the government: any completed supplies; and such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of the contract. The contract shall, upon direction of the government, protect and preserve property in the possession of the contractor in which the territory has an interest. If the government does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of Uniform Commercial Code of Guam, §2706 13 G.C.A §2706 is quoted at the end of this §6101(10) (d)) Utilization of this Section in no way implies that the territory has breached the contract by exercise of the Termination for Convenience Clause.

D. Compensation

(1) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data to the extent required by §3118 (Cost or Pricing Data) of the GAR bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the government may pay the contractor, if at all, an amount set in accordance with Subparagraph Section 9 D (3) of this Paragraph.

(2) The government and the contractor may agree to a settlement provided the contractor as has filed a termination claim supported by cost or pricing data to the extent required by §3118 (Costs or Pricing Data) to the Guam Procurement Regulations and that the settlement not exceed the total contract price plus settlement costs reduced by payments previously made by the territory, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) Of this clause, and the contract price of the work not terminated.

(3) Absent complete agreement under Subparagraph (b) of this Paragraph, the Government shall pay the contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph: contract prices for supplies or services accepted under the contract; costs incurred in preparing to perform and performing the terminated portion of the work plus a fair and reasonable profit on such portion of the work (such profit shall not include anticipatory profit or consequential damages) less amounts paid or to be paid for accepted supplies or services; provided, however, that if it appears that the contractor would have sustained a loss if the entire contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss; costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Contractor's Obligations set forth in this clause. These costs must not include costs paid in accordance with Subparagraph Section D 3 of this Paragraph; the reasonable settlement costs of Contractor including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract for the termination and settlement of subcontracts there under, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this contract. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph D (2) of this Paragraph, and the contract price of work not terminated.

(4) Cost claimed, agreed to, or established under Subparagraph (b) and (c) of this Paragraph shall be in accordance with Chapter 7 (Cost Principles) of the GAR.

13 GCA §2706 (UCC) states: “§2076. Seller’s Resale Including Contract for Resale. (1) Under the conditions stated in §2703 on seller’s remedies, the seller may resell the goods concerned or the undelivered balance thereof. Where the resale is made in good faith and in a commercially reasonable manner the seller may recover the difference between the resale price and the contract price together with an incidental damages allowed under the provisions of this division (§2710), but less expenses saved in consequence of the buyer’s breach.

(2) Except as otherwise provided in subdivision (3) or unless otherwise agreed resale may be at public or private sale including sale by way of one or more contracts to sell or of identification to an existing contract of the seller. Sale may be as a unit or in parcels and at any time and place and on any terms but every aspect of the sale including the method, manner, time, place and terms must be commercially reasonable. The resale must be reasonably identified as referring to the broken contract, but it is not necessary that the goods be in existence or that any of all of them have been identified to the contract before the breach.(3) Where the resale is at private sale the seller must give the buyer reasonable notification of his intention to resell. (4) Where the resale is at public sale (a) Only identified goods can be sold except where there is a recognized market for a public sale of futures in goods of the kind; and (b) It must be made at a usual place or market for public sale if one is reasonably available and except in the case of goods which are perishable or threaten to decline in value speedily the seller must give the buyer reasonable notice of the time and place of resale; and (c) If the goods are not to be within the view of those attending the sale the notification of sale must state the place where the goods are located and provide for their reasonable inspection by prospective bidders and (d) The seller may buy. (5) A purchaser who buys in good faith at a resale takes the goods free of any rights of the original buyer even though the seller fails to comply with one or more of the requirements of this section. (6) The seller is not accountable to the buyer for any profit made on any resale. A person in the position of a seller (§2707) or a buyer who has rightfully rejected or justifiably revoked acceptance must account for any excess over the amount of his security interest, as hereinafter defined (subdivision (3) of §2711).”

U. MANDATORY DISPUTES CLAUSE

1. The government and the contractor agree to attempt resolution of all controversies which arise under, or are by virtue of, this procurement and any resulting contract through mutual agreement. If the controversy is not resolved by mutual agreement, then the contractor shall request the government in writing to issue a final decision within sixty days after receipt of the written request. If the government does not issue a written decision within sixty days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the contractor may proceed as though the government had issued a decision adverse to the contractor.

2. The government shall immediately furnish a copy of the decision to the contractor, by certified mail with a return receipt requested, or by any other method that provides evidence of receipt.

3. The government’s decision shall be final and conclusive, unless fraudulent or unless the contractor appeals the decision.

4. This subsection applies to appeals of the government’s decision on a dispute. For money owed by or to the government under this contractor, the contractor shall appeal the decision in accordance with the Government Claims Act by initially filing a claim with the Office of the Attorney General no later than eighteen months after the decision is rendered by the

government or from the date when a decision should have been rendered. For all other claims by or against the government arising under this contract, the Office of the Public auditor has jurisdiction over the appeal from the decision of the government. Appeals to the Office of the Public Auditor must be made within sixty days of the government's decision or from the date the decision should have been made.

5. The contractor shall exhaust all administrative remedies before filing an action in the Superior Court of Guam in accordance with applicable laws.

6. The contractor shall comply with the government's decision and proceed diligently with performance of the contract pending final resolution by the Superior Court of Guam of any controversy arising under, or by virtue of, the contract, except where the contractor claims a material breach of the contract by the government. However, if the government determines in writing that continuation of services under the contract is essential to the public's health or safety, then the contractor shall proceed diligently with performance of the contract notwithstanding any claim of material breach by the government.

V. CLAIMS AGAINST GOVERNMENT

The Guam Claims Act (5 GCA §6101, *et seq.*) applies only with respect to claims of money owed by or to the government under the contract resulting from this Request for Proposals. The contract will provide that the awarded offeror shall consent to the jurisdiction of and the forum of the courts of Guam with respect to any claims subject to the Guam Claims Act. The awarded offeror shall waive any and all rights it may otherwise have to contest the same or to proceed in a different jurisdiction or forum. For a copy of the Guam Claims Act, please visit the web site of Guam's Compiler of Laws. URL: <http://www.guamcourts.org/CompilerofLaws/index.html>.

W. CONSENT TO JURISDICTION AND VENUE

The contractor 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 the procurement, except as otherwise may be provided by the Guam Procurement Law. The contractor waives any and all rights it may otherwise have to contest the same or to proceed in a different jurisdiction or forum.

X. MANDATORY REPRESENTATIONS BY CONTRACTOR

1. Ethical Standards.

With respect to this contract and any other contract that the contractor 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.

2. Prohibition against Gratuities and Kickbacks.

With respect to this contract and any other contract that the contractor may have or wish to enter into with any government of Guam agency, the 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 the Guam Procurement Regulations.

3. Prohibition against Contingent Fees.

The contractor represents that he has not retained any person or agency upon an agreement or understanding for a percentage, commission, brokerage, or other contingent arrangement,

except for retention of bona fide employees or bona fide established commercial selling agencies, to solicit or secure this contract or any other contract with the government of Guam or its agencies.

4. Restriction on Employment of Sex Offenders.

The consultant warrants that no person in his employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of the Guam Code Annotated, or convicted of an offense defined in Article 2 of Chapter 28 of Title 9 of the Guam Code Annotated regardless of the jurisdiction in which the conviction was obtained, shall provide services on behalf of the consultant relative to this contract. If any person employed by the contractor and providing services under this contract is convicted subsequent to the parties entering into this contract, then the consultant warrants that it will notify the government of the conviction within twenty-four hours of the conviction, and will immediately remove such convicted person from providing services under this contract. If the government is found to be in violation of any of the provisions of this paragraph, then the government shall give notice to the contractor to take corrective action. The contractor shall take corrective action within twenty-four hours of notice from the government, and the contractor shall notify the government when action has been taken. If the contractor fails to take corrective steps within twenty-four hours of notice from the government, then the government in its sole discretion may suspend the contract temporarily.

5. Wage and Benefit Compliance Contractors Providing Services

(a). The contractor with regard to all person its employs whose purpose in whole or in part is the direct delivery of services contracted for with the government in the contract, shall pay such employees in accordance with the Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct deliverance of deliverables to the government of Guam. 5 GCA § 5801. The contractor shall be responsible for flowing down this obligation to its subcontractors.

(b) The Wage Determination most recently issued by the U.S. Department of Labor at the time this Agreement was awarded to Contractor shall be used to determine wages and benefits which shall be paid to employees pursuant to this clause. 5 GCA § 5801

(c) Should any contract contain a renewal clause, then at the time of renewal adjustments there shall be stipulations contained in that contract for applying the Wage Determination, so that the Wage Determination promulgated by the U.S Department of Labor on a date most recent to the renewal date shall apply. 5 GCA § 5801

(d) In addition to the Wage Determination detailed above, health and similar benefits for employees having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor shall apply. The contractor shall pay a minimum of ten (10) paid holidays per annum per employee. 5 GCA § 5802

(e) Any violation of the contractor's or its subcontractors obligations of this section shall be investigated by the Guam Department of Labor and may include a monetary penalty assessment by the Guam Department of Labor of no less than One Hundred Dollars (\$100.00) per day, and no more than One Thousand Dollars (\$1,000.00) per day, until such time as a violation has been corrected, as well as the payment of all back wages and benefits due. 5 GCA § 5803

(f) In addition to any and all other breach of contract actions the government may have under this procurement, in the event there is a violation in the process set forth in subsection (e) above, the contractor may be placed on probationary status by the Chief Procurement Officer of the General Service Agency, or its successor, for a period of one (1) year. During the probationary status, a contractor shall not be awarded any contract by any instrumentality of the government. A contractor who has been placed on probationary status, or has been assessed

a monetary penalty pursuant to 5 G.C.A. Article 13 Title 5 may appeal such penalty or probationary status to the Superior Court of Guam. 5 GCA § 5804

(g) The contractor along with all proposed offerors and submitter under this procurement were required to submit a Declaration of Compliance with Wage Determination laws as part of this procurement with a copy of the most recent Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U.S. Department of Labor. 5 GCA §5805

(h) The applicable USDOL Wage Determination Rate Revision (as defined by subsections (b) and (c)) is included in the procurement. The contractor agrees to provide upon written request by the government written certification of its compliance with its obligations as part of each invoice, along with the names of any employees, their positions, and detailed wage and benefits paid in keeping with this section. Additionally upon request by government the contractor shall submit source documents as to those individuals provide direct services in part or whole under this Agreement and its payments to them of such wages and benefits.

6. Binding Signatory

Any contract, and any modification thereto, are not binding until signed by the Governor of Guam.

Y. MISCELLANEOUS ADDITIONAL CLAUSES

1. CHANGES CLAUSE

A. Change Order *Reference 2GAR Division 4 § 6101 (3) (a)*

By a written order, at any time, and without notice to surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following: (A) Drawing, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the territory in accordance therewith; (B) Method of shipment or packing; or (C) Place of delivery.

B. Adjustments of Price or Time for Performance

If any such change order increases or decreases the contractor's cost of, or the time required for performance of any part of the work under the contract, whether or not changed by the order, any adjustment shall be made and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of the contract. Failure of the parties to agree to an adjustment shall not excuse the contract from proceeding with the contract as changed, provided that the territory promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

C. Time Period for Claim

Within 30 days after receipt of a written change order under Paragraph (A) (Change Order) of this clause, unless such period is extended by the Procurement Officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the territory is prejudiced by the delay in notification. (1) Claims Barred After Final Payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract. (2) Other Claims Not Barred. In the absence of such a change order, nothing in this clause shall be deemed to

restrict the contractor's right to pursue a claim arising under the contract if pursued in accordance with the clause entitled, "Claims Based on a Procurement Officer's Actions or Omissions, Notice of Claim Clause", or for breach of contract.

D. Stop Work Order *Reference 2 GAR Division 4 § 6101(4) (c)*

1. Order to Stop Work

The Procurement Officer may, by written order to the contractor, at any time, and without notice to any time, and without notice to any surety, require the contractor to stop all or any part of the work called for by this contract. This order shall be for specified period not exceeding 90 days after the order is delivered to the contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work expires, or within any further period to which the parties shall have agreed, the government shall either: (i) Cancel the stop work order; or (ii) Terminate the work covered by such order as provided in the "Termination for Default Clause" or the "Termination for Convenience Clause" of this contract.

2. Cancellation or Expiration of the Order

If a stop work order issued under this clause is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or contract price shall be modified in writing accordingly, if: (i) the stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and (ii) Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

3. Termination of Stopped Work

If a stop work order is not cancelled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

4. Adjustment of Price.

Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of the contract.

E. Price Adjustments *Reference 2 GAR Division 4 § 6101(6)*

1. Price Adjustment Methods

Any adjustment in contract price pursuant to a clause in this contract shall be made in one or more of the following ways: (i) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable; (ii) by unit prices specified in the contract or subsequently agreed upon; (iii) by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract or subsequently agreed upon; (iv) in such other manner as the parties may mutually agree; or (v) in the absence of agreement between the parties, by a unilateral determination by the

Procurement Officer of the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as computed by the Procurement Officer in accordance with generally accepted accounting principles and applicable sections of the regulations promulgated under Chapter 7 (Cost Principles) of the GAR and subject to the provisions of Chapter 9 (Legal and Contractual Remedies) of the GAR.

2. Submission of the Cost or Pricing Data

Contractor shall provide cost or pricing data for any price adjustments subject to the provisions of §3118 (Costs or Pricing Data) of the GAR.

2. CLAIMS BASED ON THE GOVERNMENT'S ACTIONS OR OMISSIONS

A. Notice of Claim

If any action or omission on the part of Procurement Officer, or designee of such officer, requiring performance changes within the scope of the contract constitutes the basis for a claim by the contractor for additional compensation, damages, or an extension of time for completion, the contractor shall continue with performance of the contract in compliance with the directions or orders of such officials, but by so doing, the contractor shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided: (a) the contractor shall have given written notice to the Procurement Officer, or designee of such officer: (i) prior to the commencement of the work involved, if at that time the contractor knows of the occurrence of such action or omission; (ii) within 30 days after the contractor knows of the occurrence of such action or omission, if the contractor did not have such knowledge prior to the commencement of the work; or (iii) within such further time as may be allowed by the Procurement Officer in writing. (a) This notice shall state that the contractor regards the act or omission as a reason which may entitle the contractor to additional compensation, damages, or an extension of time. The Procurement Officer or designee of such officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Procurement Officer or designee of such officer. (b) The notice required by Subparagraph (a) of this Paragraph describes as clearly as practicable at the time the reasons why the contractor believes that additional compensation, damages, or an extension of time may be remedies to which the contractor is entitled; and (c) the contractor maintains and, upon request, makes available to the Procurement Officer within a reasonable time, detailed records to the extent practicable, of the claimed additional costs or basis for an extension of time in connection with such changes.

B. Limitations of Clause

Nothing herein contained, however, shall excuse the contractor from compliance with any rules of law precluding any territorial officers and any contractors from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the contract.

C. Adjustment of Price

Any adjustment in the contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract.

Z. TEXTING WHILE DRIVING

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub

recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

VIII. APPENDIX OF FORMS

Attached is the Application Form labeled herein as Form A. Please see section V for information requested in this form.

Also attached are the six (6) affidavits mentioned in Section V.A, labeled herein as Forms B, C, D, E, F and G. Please see Section V.A for complete information. These forms do not have to be retyped. If you wish, you may detach them from this Request for Proposals packet and use them as is.

The last attachments are the federal certification forms and the instructions for filling them out. These are certifications regarding lobbying and certification regarding debarment, suspension, ineligibility and voluntary exclusion. These forms are required by VOCA to be filled out by offerors at the time of proposal submission.

FORM A
VICTIMS OF CRIME ACT
VICTIM ASSISTANCE GRANT APPLICATION

A. APPLICATION INFORMATION	
1. Applicant's Name:	
2. Applicant's Mailing Address:	
3. Applicant's Physical Address:	
4. Telephone Number:	
5. Facsimile Number:	
6. Email Address:	

B. CONTACT PERSON INFORMATION	
1. Name:	
2. Telephone Number:	
3. Facsimile Number:	
4. Email Address:	

C. ORGANIZATION'S EIN/TIN, DUNS	#:
Business License	<input type="checkbox"/> Yes <input type="checkbox"/> No
Tax Exemption Certificate	<input type="checkbox"/> Yes <input type="checkbox"/> No
DUNS Number	

D. STAFFING LEVEL REQUEST	
1. FY2016:	
2. FY2017:	
3. FY2018:	
4. FY2019:	
Has the program received a volunteer waiver?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If no, indicate the number of volunteer staff that will work on this project. _____	

D. ORGANIZATION TYPE	
1. Criminal Justice – Government: <input type="checkbox"/> Law Enforcement <input type="checkbox"/> Prosecution <input type="checkbox"/> Probation <input type="checkbox"/> Court <input type="checkbox"/> Corrections <input type="checkbox"/> Other (Please Indicate) _____	
2. Non-criminal Justice – Government:	3. Private For Profit: <input type="checkbox"/>
4. Private Non-Profit: <input type="checkbox"/>	5. Other (Please Specify) <input type="checkbox"/> _____

E. ORGANIZATION'S FINANCIAL SOURCES		
SOURCE	FY2014	FY2015
1. VOCA	\$	\$
2. FEDERAL – NON-VOCA	\$	\$
3. LOCAL	\$	\$
4. OTHER:	\$	\$
TOTAL (Sum of 1 -4)	\$	\$

**FORM A
PAGE 2
VICTIMS OF CRIME ACT
VICTIM ASSISTANCE GRANT APPLICATION**

F. APPLICATION PURPOSE:
1. <input type="checkbox"/> Start a new victim assistance program
2. <input type="checkbox"/> Continue a VOCA funded program from the previous fiscal year
3. <input type="checkbox"/> Expand/Enhance non-VOCA victim assistance program
4. <input type="checkbox"/> Other (Please Specify):

G. USE OF PROJECT FUNDS
1. <input type="checkbox"/> Expand into new areas
2. <input type="checkbox"/> Offer new services
3. <input type="checkbox"/> Serve new or additional target populations
4. <input type="checkbox"/> Continue Existing services
5. <input type="checkbox"/> Other (Please Specify)

H. Priority Populations
1. <input type="checkbox"/> Child Abuse
2. <input type="checkbox"/> Domestic Violence
3. <input type="checkbox"/> Sexual Assault
4. <input type="checkbox"/> Underserved
4a. <input type="checkbox"/> Survivors of Homicide Victims
4b. <input type="checkbox"/> Other Violent Crimes
4c. <input type="checkbox"/> Assault
4d. <input type="checkbox"/> Adults Molested as Children
4e. <input type="checkbox"/> Elder Abuse
4f. <input type="checkbox"/> DUI/DWI Crashes
4g. <input type="checkbox"/> Other _____

I. Services to be Provided		
1. <input type="checkbox"/> Crisis Hotline	6. <input type="checkbox"/> Shelter/Safe House	11. <input type="checkbox"/> Criminal Justice Advocacy
2. <input type="checkbox"/> Crisis Counseling	7. <input type="checkbox"/> Information/Referral	12. <input type="checkbox"/> Other _____
3. <input type="checkbox"/> Therapy/Treatment	8. <input type="checkbox"/> Personal Advocacy	13. <input type="checkbox"/> Other _____
4. <input type="checkbox"/> Group Support	9. <input type="checkbox"/> Financial Assistance	14. <input type="checkbox"/> Other _____
5. <input type="checkbox"/> Transportation	10. <input type="checkbox"/> Legal Assistance	15. <input type="checkbox"/> Other _____

FORM B
AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSIONS
OAG RFP 002-2015

CITY OF _____)
) ss.
 STATE OF _____)

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

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

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

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

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

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

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

Dated: _____

 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 _____, 2015.

 NOTARY PUBLIC
 My commission expires: _____

AG Procurement Form 002 (Rev. Nov. 17, 2005)

FORM F
DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION
OAG RFP 002-2015

Name of Offeror Company: _____

I, _____ hereby certify under penalty of perjury:

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

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

§ 5801. Wage Determination Established.

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

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

§ 5802. Benefits.

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

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

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

Signature

AG Procurement Form 006 (February 16, 2010)

WD 05-2147 (Rev.-17) was first posted on www.wdol.gov on 12/30/2014

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS
ADMINISTRATION

By direction of the Secretary of Labor

WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Diane C. Koplewski Division of
Director Wage Determinations

Wage Determination No.: 2005-2147
Revision No.: 17
Date Of Revision: 12/22/2014

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Service Contract Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

States: Guam, Northern Marianas, Wake Island

Area: Guam Statewide
Northern Marianas Statewide
Wake Island Statewide

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.50
01012 - Accounting Clerk II		13.53
01013 - Accounting Clerk III		15.59
01020 - Administrative Assistant		17.67
01040 - Court Reporter		15.38
01051 - Data Entry Operator I		10.48
01052 - Data Entry Operator II		11.99
01060 - Dispatcher, Motor Vehicle		13.06
01070 - Document Preparation Clerk		12.25
01090 - Duplicating Machine Operator		12.25
01111 - General Clerk I		10.29
01112 - General Clerk II		11.28
01113 - General Clerk III		12.32
01120 - Housing Referral Assistant		17.15
01141 - Messenger Courier		10.12
01191 - Order Clerk I		11.23
01192 - Order Clerk II		12.25
01261 - Personnel Assistant (Employment) I		14.33

01262 - Personnel Assistant (Employment) II	14.90
01263 - Personnel Assistant (Employment) III	16.48
01270 - Production Control Clerk	18.34
01280 - Receptionist	9.67
01290 - Rental Clerk	11.10
01300 - Scheduler, Maintenance	13.75
01311 - Secretary I	13.75
01312 - Secretary II	15.38
01313 - Secretary III	17.15
01320 - Service Order Dispatcher	11.57
01410 - Supply Technician	17.67
01420 - Survey Worker	15.26
01531 - Travel Clerk I	11.61
01532 - Travel Clerk II	12.57
01533 - Travel Clerk III	13.44
01611 - Word Processor I	12.25
01612 - Word Processor II	13.75
01613 - Word Processor III	15.38
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	13.34
05010 - Automotive Electrician	13.06
05040 - Automotive Glass Installer	12.10
05070 - Automotive Worker	12.10
05110 - Mobile Equipment Servicer	8.59
05130 - Motor Equipment Metal Mechanic	13.06
05160 - Motor Equipment Metal Worker	12.10
05190 - Motor Vehicle Mechanic	13.06
05220 - Motor Vehicle Mechanic Helper	10.12
05250 - Motor Vehicle Upholstery Worker	12.10
05280 - Motor Vehicle Wrecker	12.10
05310 - Painter, Automotive	12.37
05340 - Radiator Repair Specialist	12.10
05370 - Tire Repairer	7.81
05400 - Transmission Repair Specialist	12.10
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.47
07041 - Cook I	9.54
07042 - Cook II	11.78
07070 - Dishwasher	7.25
07130 - Food Service Worker	7.78
07210 - Meat Cutter	11.86
07260 - Waiter/Waitress	7.59
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	14.38
09040 - Furniture Handler	8.85
09080 - Furniture Refinisher	14.38
09090 - Furniture Refinisher Helper	10.66
09110 - Furniture Repairer, Minor	12.51
09130 - Upholsterer	14.38
11000 - General Services And Support Occupations	

11030 - Cleaner, Vehicles	8.23
11060 - Elevator Operator	8.23
11090 - Gardener	10.99
11122 - Housekeeping Aide	8.33
11150 - Janitor	8.23
11210 - Laborer, Grounds Maintenance	9.14
11240 - Maid or Houseman	7.25
11260 - Pruner	8.23
11270 - Tractor Operator	10.33
11330 - Trail Maintenance Worker	9.14
11360 - Window Cleaner	9.14
12000 - Health Occupations	
12010 - Ambulance Driver	15.81
12011 - Breath Alcohol Technician	15.81
12012 - Certified Occupational Therapist Assistant	21.70
12015 - Certified Physical Therapist Assistant	21.70
12020 - Dental Assistant	13.20
12025 - Dental Hygienist	29.85
12030 - EKG Technician	23.96
12035 - Electroneurodiagnostic Technologist	23.96
12040 - Emergency Medical Technician	15.81
12071 - Licensed Practical Nurse I	14.14
12072 - Licensed Practical Nurse II	15.81
12073 - Licensed Practical Nurse III	17.63
12100 - Medical Assistant	11.54
12130 - Medical Laboratory Technician	14.14
12160 - Medical Record Clerk	11.82
12190 - Medical Record Technician	13.59
12195 - Medical Transcriptionist	14.14
12210 - Nuclear Medicine Technologist	34.75
12221 - Nursing Assistant I	10.03
12222 - Nursing Assistant II	11.30
12223 - Nursing Assistant III	12.31
12224 - Nursing Assistant IV	13.84
12235 - Optical Dispenser	15.81
12236 - Optical Technician	14.14
12250 - Pharmacy Technician	13.41
12280 - Phlebotomist	13.84
12305 - Radiologic Technologist	22.64
12311 - Registered Nurse I	20.70
12312 - Registered Nurse II	25.32
12313 - Registered Nurse II, Specialist	25.32
12314 - Registered Nurse III	30.64
12315 - Registered Nurse III, Anesthetist	30.64
12316 - Registered Nurse IV	36.72
12317 - Scheduler (Drug and Alcohol Testing)	19.59
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	15.06
13012 - Exhibits Specialist II	18.66
13013 - Exhibits Specialist III	22.83

13041 - Illustrator I	15.06
13042 - Illustrator II	18.66
13043 - Illustrator III	22.83
13047 - Librarian	20.66
13050 - Library Aide/Clerk	12.00
13054 - Library Information Technology Systems Administrator	18.66
13058 - Library Technician	15.06
13061 - Media Specialist I	13.46
13062 - Media Specialist II	15.06
13063 - Media Specialist III	16.80
13071 - Photographer I	12.82
13072 - Photographer II	14.32
13073 - Photographer III	17.75
13074 - Photographer IV	21.73
13075 - Photographer V	26.30
13110 - Video Teleconference Technician	12.91
14000 - Information Technology Occupations	
14041 - Computer Operator I	13.65
14042 - Computer Operator II	15.76
14043 - Computer Operator III	17.56
14044 - Computer Operator IV	19.50
14045 - Computer Operator V	21.81
14071 - Computer Programmer I	(see 1) 15.73
14072 - Computer Programmer II	(see 1) 19.50
14073 - Computer Programmer III	(see 1) 23.84
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1) 24.23
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	13.65
14160 - Personal Computer Support Technician	19.50
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	24.23
15020 - Aircrew Training Devices Instructor (Rated)	29.32
15030 - Air Crew Training Devices Instructor (Pilot)	33.30
15050 - Computer Based Training Specialist / Instructor	24.23
15060 - Educational Technologist	22.82
15070 - Flight Instructor (Pilot)	33.30
15080 - Graphic Artist	20.47
15090 - Technical Instructor	17.65
15095 - Technical Instructor/Course Developer	21.58
15110 - Test Proctor	13.87
15120 - Tutor	13.87
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.08
16030 - Counter Attendant	8.08
16040 - Dry Cleaner	9.34
16070 - Finisher, Flatwork, Machine	8.08
16090 - Presser, Hand	8.08

16110 - Presser, Machine, Drycleaning	8.08
16130 - Presser, Machine, Shirts	8.08
16160 - Presser, Machine, Wearing Apparel, Laundry	8.08
16190 - Sewing Machine Operator	9.86
16220 - Tailor	10.33
16250 - Washer, Machine	8.46
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	14.49
19040 - Tool And Die Maker	18.20
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	12.49
21030 - Material Coordinator	18.34
21040 - Material Expediter	18.34
21050 - Material Handling Laborer	10.65
21071 - Order Filler	9.66
21080 - Production Line Worker (Food Processing)	12.49
21110 - Shipping Packer	13.33
21130 - Shipping/Receiving Clerk	13.33
21140 - Store Worker I	13.23
21150 - Stock Clerk	18.58
21210 - Tools And Parts Attendant	12.49
21410 - Warehouse Specialist	12.49
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	20.69
23021 - Aircraft Mechanic I	19.70
23022 - Aircraft Mechanic II	20.69
23023 - Aircraft Mechanic III	21.74
23040 - Aircraft Mechanic Helper	13.70
23050 - Aircraft, Painter	18.50
23060 - Aircraft Servicer	16.09
23080 - Aircraft Worker	17.38
23110 - Appliance Mechanic	14.49
23120 - Bicycle Repairer	9.74
23125 - Cable Splicer	15.43
23130 - Carpenter, Maintenance	13.00
23140 - Carpet Layer	13.55
23160 - Electrician, Maintenance	14.99
23181 - Electronics Technician Maintenance I	14.72
23182 - Electronics Technician Maintenance II	15.05
23183 - Electronics Technician Maintenance III	18.31
23260 - Fabric Worker	12.60
23290 - Fire Alarm System Mechanic	15.43
23310 - Fire Extinguisher Repairer	11.67
23311 - Fuel Distribution System Mechanic	15.43
23312 - Fuel Distribution System Operator	13.01
23370 - General Maintenance Worker	11.95
23380 - Ground Support Equipment Mechanic	19.70
23381 - Ground Support Equipment Servicer	16.09
23382 - Ground Support Equipment Worker	17.38
23391 - Gunsmith I	11.67

23392 - Gunsmith II	13.55
23393 - Gunsmith III	15.43
23410 - Heating, Ventilation And Air-Conditioning Mechanic	15.76
23411 - Heating, Ventilation And Air Conditioning Mechanic (Research Facility)	16.55
23430 - Heavy Equipment Mechanic	15.15
23440 - Heavy Equipment Operator	13.73
23460 - Instrument Mechanic	15.43
23465 - Laboratory/Shelter Mechanic	14.49
23470 - Laborer	10.65
23510 - Locksmith	14.49
23530 - Machinery Maintenance Mechanic	17.38
23550 - Machinist, Maintenance	15.43
23580 - Maintenance Trades Helper	9.92
23591 - Metrology Technician I	15.43
23592 - Metrology Technician II	16.41
23593 - Metrology Technician III	17.37
23640 - Millwright	15.43
23710 - Office Appliance Repairer	14.38
23760 - Painter, Maintenance	13.55
23790 - Pipefitter, Maintenance	15.32
23810 - Plumber, Maintenance	14.38
23820 - Pneudraulic Systems Mechanic	15.43
23850 - Rigger	15.43
23870 - Scale Mechanic	13.55
23890 - Sheet-Metal Worker, Maintenance	15.21
23910 - Small Engine Mechanic	13.55
23931 - Telecommunications Mechanic I	19.01
23932 - Telecommunications Mechanic II	19.76
23950 - Telephone Lineman	18.24
23960 - Welder, Combination, Maintenance	14.66
23965 - Well Driller	15.43
23970 - Woodcraft Worker	15.43
23980 - Woodworker	11.67
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.09
24580 - Child Care Center Clerk	12.58
24610 - Chore Aide	12.43
24620 - Family Readiness And Support Services Coordinator	12.44
24630 - Homemaker	16.12
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	15.43
25040 - Sewage Plant Operator	14.49
25070 - Stationary Engineer	15.43
25190 - Ventilation Equipment Tender	10.73
25210 - Water Treatment Plant Operator	14.49
27000 - Protective Service Occupations	
27004 - Alarm Monitor	10.90

27007 - Baggage Inspector	7.35	
27008 - Corrections Officer	12.05	
27010 - Court Security Officer	12.05	
27030 - Detection Dog Handler	10.90	
27040 - Detention Officer	12.05	
27070 - Firefighter	12.05	
27101 - Guard I	7.37	
27102 - Guard II	10.90	
27131 - Police Officer I	12.05	
27132 - Police Officer II	13.40	
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator	9.53	
28042 - Carnival Equipment Repairer	10.08	
28043 - Carnival Equipment Worker		7.78
28210 - Gate Attendant/Gate Tender	13.18	
28310 - Lifeguard	11.01	
28350 - Park Attendant (Aide)	14.74	
28510 - Recreation Aide/Health Facility Attendant	10.76	
28515 - Recreation Specialist	18.26	
28630 - Sports Official	11.74	
28690 - Swimming Pool Operator	17.71	
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer	15.20	
29020 - Hatch Tender	15.20	
29030 - Line Handler	15.20	
29041 - Stevedore I	14.22	
29042 - Stevedore II	16.25	
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77	
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66	
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16	
30021 - Archeological Technician I	17.49	
30022 - Archeological Technician II	19.56	
30023 - Archeological Technician III	24.21	
30030 - Cartographic Technician	23.18	
30040 - Civil Engineering Technician	21.93	
30061 - Drafter/CAD Operator I	17.49	
30062 - Drafter/CAD Operator II	19.56	
30063 - Drafter/CAD Operator III	20.74	
30064 - Drafter/CAD Operator IV	24.21	
30081 - Engineering Technician I	14.62	
30082 - Engineering Technician II	16.41	
30083 - Engineering Technician III	18.36	
30084 - Engineering Technician IV	22.34	
30085 - Engineering Technician V	27.83	
30086 - Engineering Technician VI	33.66	
30090 - Environmental Technician	21.10	
30210 - Laboratory Technician	20.74	
30240 - Mathematical Technician	23.34	
30361 - Paralegal/Legal Assistant I	19.06	

30362 - Paralegal/Legal Assistant II	21.53
30363 - Paralegal/Legal Assistant III	26.35
30364 - Paralegal/Legal Assistant IV	30.80
30390 - Photo-Optics Technician	21.93
30461 - Technical Writer I	22.17
30462 - Technical Writer II	27.10
30463 - Technical Writer III	32.79
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or (see 2)	20.74
Surface Programs	
30621 - Weather Observer, Senior (see 2)	23.00
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	8.15
31030 - Bus Driver	9.69
31043 - Driver Courier	8.97
31260 - Parking and Lot Attendant	7.25
31290 - Shuttle Bus Driver	9.99
31310 - Taxi Driver	8.21
31361 - Truckdriver, Light	8.97
31362 - Truckdriver, Medium	11.61
31363 - Truckdriver, Heavy	12.48
31364 - Truckdriver, Tractor-Trailer	12.48
99000 - Miscellaneous Occupations	
99030 - Cashier	7.46
99050 - Desk Clerk	9.70
99095 - Embalmer	22.74
99251 - Laboratory Animal Caretaker I	16.24
99252 - Laboratory Animal Caretaker II	17.04
99310 - Mortician	22.74
99410 - Pest Controller	13.28
99510 - Photofinishing Worker	11.95
99710 - Recycling Laborer	10.76
99711 - Recycling Specialist	16.27
99730 - Refuse Collector	10.24
99810 - Sales Clerk	8.95
99820 - School Crossing Guard	15.03
99830 - Survey Party Chief	20.30
99831 - Surveying Aide	11.54
99832 - Surveying Technician	15.00
99840 - Vending Machine Attendant	20.19
99841 - Vending Machine Repairer	23.57
99842 - Vending Machine Repairer Helper	20.19

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.02 per hour or \$160.80 per week or \$696.79 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; and 4 weeks after 3 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) **COMPUTER EMPLOYEES:** Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) **AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and

receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordinance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordinance, explosives and incendiary materials. All operations involving regarding and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordinances, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordinances, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordinances, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the

Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE
{Standard Form
1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

The most recent Wage and Hour Determination must be attached to Form F (AG Procurement Form 006).

FORM H
CIVIL RIGHTS REQUIREMENTS
OAG RFP 002-2015

Office of Attorney General, Guam
The United States Department of Justice
Office of Federal Programs
Office of Victim Crimes
Federal Grant Funds

VOCA Sub-Grant Applicant:	
Civil Rights Contact Person:	
Title:	
Address:	
Address:	
Address:	
Telephone Number:	
Facsimile Number:	
Email:	
Number of Persons Employed:	

This form shall be submitted in the Proposal Envelope.

FORM I
LIMITED ENGLISH PROFICIENCY CERTIFICATION
OAG RFP-002-2015

Office of Attorney General, Guam
The United States Department of Justice
Office of Federal Programs
Office of Victim Crimes
Federal Grant Funds

I certify that Limited English Proficiency persons have meaningful access to any services under any developed (if applicable) program(s). National origin discrimination includes discrimination on the basis of Limited English Proficiency (LEP). Meaningful access may entail providing language assistance services, including oral and written translation when necessary.

Submitted By:

Signature:		Date:	
Name:		Title:	
Agency:			

This form shall be submitted in the Proposal Envelope

FORM J
CERTIFICATION OF NON-DISCRIMINATION
OAG RFP 002-2015

Office of Attorney General, Guam
The United States Department of Justice
Office of Federal Programs
Office of Victim Crimes
Federal Grant Funds

VOCA applicant agrees that should it receive an award:

It will comply, with and will insure compliance by its sub-grantees and contractors with the non-discrimination requirements of the following statutes and regulations:

- Omnibus Crime Control and Safe Streets Act of 1968, as amended, and 42 U.S.C. 3789(d) which prohibits discrimination on the basis of race, color, national origin, religion, or sex in the United States Department of Justice funded programs or activities;
- Title VI of the Civil Rights Act of 1964, and 42 U.S.C. §2000d which prohibits discrimination on the basis of race, color or national origin in the United States Department of Justice funded programs or activities;
- Section 504 of the Rehabilitation Act of 1973, and 29 U.S.C. §794 which prohibits discrimination on the basis of disability in U.S. D.O.E. funded programs or activities;
- Title II of the Americans with Disabilities Act (ADA) of 1990, and 42 U.S.C. §12132, as it relates to discrimination on the basis of disability in the United States Department of Justice funded programs or activities;
- Title IX of the Education Amendments of 1972, and 20 U.S.C. §1681 as it relates to discrimination on the basis of sex the United States Department of Justice funded training or educational programs;
- The Age Discrimination Act 1975, and 42 U.S.C. §6102, as it relates to services discrimination on the basis of age the United States Department of Justice funded programs or activities.

No person shall, on the grounds of race, color, religion, national origin, sex, or disability, be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in connection with any program or activity funded in whole or in part with funds made available under this title from the U.S. Department of Health and Human Services. The applicant agency also certified that, if required to formulate an Equal Employment Opportunity Plan (EEO), in accordance with 28 CFR 42.301 et seq., it will maintain a current one on file. Non-compliance with the discrimination regulations may result in the suspension or termination of funding.

In the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, national origin, sex, or disability against a recipient of Federal funds, or any sub-grantee or contractor of that recipient, a copy of such findings must be forwarded to the United States of Department of Health and Human Services.

If your organization is required to develop an EEO and your organization has received a single award for \$500,000 or more in grant funds, whether directly from the U.S. Department of Health and Human Services or indirectly from a state or local agency as a sub-recipient, your agency must submit a copy of the subject EEO to the U.S. Department of Health and Human Services for their review and approval.

SUBMITTED BY:

Signature of Authorized Official:	
Name of Authorized Official:	
Name of Organization:	
Date:	

This form shall be submitted in the Proposal Envelope.

FORM K
PRIVACY AND CONFIDENTIALITY CERTIFICATION
OAG RFP 002-2015

Applicant, if awarded, certifies that data *identifiable to a private person* will not be used or revealed, except as authorized in 28 CFR Part 22, Sections 22.21 & 22.22.

Applicant certifies that access to the data will be limited to those employees having a need for such data and that such employees shall be advised of and agree in writing to comply with the regulations in 28 CFR Part 22.

Applicant certifies that all contractors, subcontractors, and consultants requiring access to identifiable data will agree, through conditions in their subcontract or consultant agreement, to comply with the requirements of 28 CFR §22.24, regarding information transfer agreements.

Applicant certifies that, if applicable, a log will be maintained indicating that (1) identifiable data have been transferred to persons other than employees or Applicant/contractor/subcontractor staff; and (2) such data have been returned or that alternative arrangements have been agreed upon for future maintenance of such data, in accordance with 28 CFR §22.23(b)(6).

Applicant certifies that any private person from whom identifiable information is collected or obtained shall be notified, in accordance with 28 CFR §22.27, that such data will only be used or revealed for research or statistical purposes and that compliance with the request for information is not mandatory and participation in the project may be terminated at any time. In addition, Applicant certifies that where findings in a project cannot, by virtue of sample size or uniqueness of subject, be expected to totally conceal the identity of an individual, such individual shall be so advised.

Applicant certifies that project plans will be designed to preserve the confidentiality of private persons to whom information relates, including where appropriate, name-stripping, coding of data, or other similar procedures.

Applicant certifies that copies of all questionnaires that have already been designed for use in the project are attached to this privacy certificate. Applicant also certifies that any questionnaires developed during the project period will be provided to DOJ at the end of the project. Applicant certifies that project findings and reports prepared for dissemination will not contain information that can reasonably be expected to be identifiable to a private person, except as authorized by 28 CFR §22.22.

Grantee certifies that adequate precautions will be taken to ensure administrative and physical security of identifiable data and to preserve the confidentiality of the personally identifiable information.

Grantee certifies that all project personnel, including subcontractors, have been advised of and have agreed, in writing, to comply with all procedures to protect privacy and the confidentiality of personally identifiable information.

Applicant certifies that it will comply fully with the regulations in 28 CFR Part 22 and obtain and complete the applicable forms from the http://www.ojp.usdoj.gov/funding/forms/privacy_cert and submit them to the OAG.

Signature of Certifying Official:	
Printed Name of Certifying Official:	
Title of Certifying Official:	
Applicant Name:	

This form shall be submitted in the Proposal Envelope.

FORM L
ASSURANCES
OMB APPROVAL NO. 1121-0140
OAG RFP 002-2015

The Applicant hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-110, A-122, A-128, A-87; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

1. It possesses legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information may be required.
2. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted projects.
3. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et seq.)
4. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act
5. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
6. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
7. It will comply with all requirements imposed by the Federal-sponsoring agency concerning special requirements of law, project requirements, and other administrative requirements.
8. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
9. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

10. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of Investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

11. It will comply, and assure the compliance of all its sub grantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Projects Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.

12. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Projects and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Projects.

13. It will comply, and all its contractors will comply, with the non- discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

14. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Projects.

15. It will provide an Equal Employment Opportunity Plan if required to maintain one, where the application is for \$500,000 or more.

16. It will comply with the provisions prohibits of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.), which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

Signature:	
Date:	

This form shall be submitted in the Proposal Envelope.



Form M
U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROJECTS
OFFICE OF THE COMPTROLLER

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE
REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness project to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance projects; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph

(a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Projects, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation project approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Street Address:

City, State, Zip:

Check if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7. Check if the State has elected to complete OJP Form 4061/7.

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Projects, ATTN: Control Desk, 810 Seventh Street NW., Washington, DC 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Applicant Name:	
Applicant Address:	
TIN/EIN:	
DUNS:	
SAM Expiration:	
Authorized Representative Name	
Authorized Representative Title	
Signature:	
Date:	

OJP FORM 4061/6 (3-91) REPLACES OJP FORMS 4061/2, 4061/3 AND 4061/4 WHICH ARE OBSOLETE.