

## Government of Guam Interagency Grant Agreement

<b>Paying State Agency</b> Department of Administration	<b>Agreement Number</b> 2024-DQAARPA-DPW-0003
<b>Performing State Agency</b> Department of Public Works	<b>Agreement Performance Beginning Date</b> December 27, 2024
<b>UEI/SAMS Number</b>	<b>Initial Agreement Expiration Date</b> December 01, 2026
<b>Agreement Maximum Amount</b> SLRFF <span style="float: right;">\$6,600,000.00</span>	<b>Fund Expiration End Date</b> December 31, 2026
<b>Total:</b> <span style="float: right;">\$6,600,000.00</span>	<b>Agreement Authority</b> These funds are awarded and obligated pursuant to the Governor's Organic Act authority and the American Rescue Plan Act of 2021, P.L. 117-2.
<b>Agreement Purpose</b> The purpose of this Grant is to partially fund the Construction of the Guam Public Health Training and Laboratory Facility ("BioLab Project"). In addition to funds awarded herein, the BioLab Project is funded through a grant from the Office of Local Defense Community Cooperation to the Office of the Governor. On March 21, 2024, the Office of the Governor entered into a Memorandum of Agreement with the Department of Public Works, subawarding the sum of \$27,000,000 to complete the BioLab Project. On September 26, 2024, the Department of Public Works issued an Invitation for Bids for this project, Construction of the Guam Public Health Training and Laboratory Facility, Project No. 470-5-1085-F-MAN. However, based on the winning bid, as well as expenditures for the performance of environmental assessments, construction management costs, and other costs, the cost to complete the project totals \$33,966,746.53, exceeding the amount subawarded to DPW for the project by \$6,966,746.53. The BioLab Project constitutes an eligible use of ARPA funds. Accordingly, this Agreement provides ARPA grant funds to DPW in the amount of \$6,600,000.00 to be used to partially fund the construction of the BioLab. Any other amounts required for completion of the BioLab Project will be funded through other sources.	
<b>Exhibits and Order of Precedence</b> The following Exhibits and attachments are included with this Agreement: <ol style="list-style-type: none"> <li>1. Exhibit A. Statement of Work</li> <li>2. Exhibit B. Budget</li> <li>3. Exhibit B1. Detailed Cost Estimate</li> <li>4. Exhibit C. Federal Provisions</li> <li>5. Exhibit D. SLFRF Reporting Modification Form</li> <li>6. Exhibit E. Invitation for Bids, Construction of the Guam Public Health Training and Laboratory Facility, Project No. 470-5-1085-F-MAN</li> </ol> <p>In the event of a conflict or inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:</p> <ol style="list-style-type: none"> <li>1. Exhibit C. Federal Provisions</li> <li>2. Exhibit A. Statement of Work</li> <li>7. Exhibit E. Invitation for Bids, Construction of the Guam Public Health Training and Laboratory Facility, Project No. 470-5-1085-F-MAN</li> <li>1. Exhibit B. Budget                         <ol style="list-style-type: none"> <li>a. Exhibit B1. Detailed Cost Estimate</li> </ol> </li> <li>2. Exhibit D. SLFRF Reporting Modification Form</li> </ol>	
<b>Principle Representatives</b>	
For the Government of Guam: Edward Birn, Director Department of Administration ITC Building, Suite 224 590 S. Marine Corps Drive Tamuning, Guam 96913	For Grantee: Vincent P. Arriola, Director Department of Public Works 542 North Marine Corps Drive, Tamuning, Guam 96913 vince.arriola@dpw.guam.gov

**FEDERAL AWARD(S) APPLICABLE TO THIS GRANT AWARD**

**1. PARTIES**

This Interagency Grant Agreement (“IGA”) is entered into by and between the Department of Administration (“DOA” or the “Paying Agency”), and the Department of Public Works (“DPW” or the “Performing Agency”). DOA and DPW may each individually be referred to as a “Party” and collectively as the “Parties.” Each Party is an agency of the government of Guam.

**2. GRANT**

As of the Grant Issuance Date, DOA hereby obligates and awards to the DPW an award of grant funds in the amounts shown on the first page of this IGA. By accepting the Grant Funds provided under this IGA, DPW agrees to comply with the terms and conditions of this IGA and requirements and provisions of all Exhibits to this IGA.

**3. TERM**

**A. Initial Grant Term and Extension**

The Parties’ respective performances under this IGA shall commence on the Agreement Performance Beginning Date shown on the Cover Page for this Agreement and shall terminate on the Initial Agreement Expiration Date shown on the Cover Page for this Agreement (the “Initial Term”) unless sooner terminated or further extended in accordance with the terms of this Agreement.

**B. Early Termination in the Public Interest**

DOA is entering into this IGA to serve the public interest of the Government of Guam. If this IGA ceases to further the public interest of Guam or if Government of Guam, Federal or other funds used for this IGA are not appropriated, or otherwise become unavailable to fund this IGA, DOA, in its discretion, may terminate this IGA in whole or in part by providing written notice to DPW that includes, to the extent practicable, the public interest justification for the termination. If DOA terminates this IGA in the public interest, DOA shall pay DPW an amount equal to the percentage of the total reimbursement payable under this IGA that corresponds to the percentage of Work satisfactorily completed, as determined by DOA, less payments previously made. Additionally, DOA, in its discretion, may reimburse DPW for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this IGA that are incurred by DPW and are directly attributable to the uncompleted portion of DPW’s obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to DPW hereunder. This subsection shall not apply to a termination of this IGA by DOA for breach by DPW.

### **C. DPW's Termination Under Federal Requirements**

DPW may request termination of this Grant by sending notice to DOA, or to the Federal Awarding Agency with a copy to DOA, which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then DPW shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

### **4. STATEMENT OF WORK**

DPW shall complete the Work as described in this IGA and in accordance with the provisions of Exhibit A. Neither DOA nor the Government of Guam (and its other agencies) shall have any liability to compensate or reimburse DPW for the delivery of any goods or the performance of any services not specifically set forth in or consistent with this IGA.

### **5. PAYMENTS TO PERFORMING AGENCY**

#### **A. Maximum Amount**

DPW shall complete the Work as described in this Agreement and in accordance with the provisions of Exhibit A. DOA shall have no liability to compensate DPW for the delivery of any goods or the performance of any services that are not specifically set forth in this IGA.

#### **D. Payment Procedures**

- i. DPW shall initiate payment requests by invoice to DOA, in a form and manner approved by DOA. To facilitate Fiscal Year End closing, final invoices for each Fiscal Year should be submitted to DOA by November 15<sup>th</sup> of the following Fiscal Year.
- ii. DOA shall pay each invoice within 30 days following the DOA's receipt of that invoice, so long as the amount invoiced correctly represents work completed by the DPW and previously accepted by the DOA during the term that the invoice covers.

DOA shall pay DPW's allowable costs, not exceeding the maximum total amount described in this IGA for all allowable costs described in this IGA and shown in the Budget, except that DPW may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as DPW provides notice to DOA of the change, the change does not modify the total maximum amount of this IGA or the maximum amount for any Government of Guam fiscal year, and the change does not modify any requirements of the Work. DPW may request, and DOA may make direct payment to vendors or subcontractors for allowable costs as authorized by the Treasury Rules, and only in satisfaction of costs incurred as a result of the IGA. DOA shall only pay allowable costs if those costs are: (i) reasonable and necessary to accomplish the Work and for the Goods and Services provided; and (ii) equal to the actual net cost to DPW (i.e. the price paid minus any items of value received by DPW that reduce the cost actually incurred).

The U.S. Department of the Treasury has issued a 2024 Compliance Supplement for Assistance Listing 21.027 Coronavirus State and Local Fiscal Recovery Funds

(“Compliance Supplement”). The Compliance Supplement provides guidance to auditors and grant recipients regarding the ARP SLFRF and applicable federal regulations, and also provides a guide on how to audit the federal funds.

The procurement requirement under the Compliance Supplement states that, “recipients may use award funds to enter into contracts to procure goods and services necessary to complement one or more of the eligible purposes . . . recipients are expected to have procurement policies and procedures in place that comply with the procurement standards outlined in the Uniform Guidance.” Uniform Guidance procurement methods are stated in 2 CFR Part 200 Subpart D - Procurement Standards.

In addition, under Procurement Standards 2 CFR §200.324(c), procurement funded by federal funds “must not use the cost plus a percentage of cost and percentage of construction cost methods of contracting.”

#### **E. Close-Out**

DPW shall close out this Grant within 45 days after the Grant Expiration Date. To complete close out, DPW shall submit to DOA all deliverables (including documentation) as defined in this IGA and DPW’s final reimbursement request or invoice. DOA will withhold 5% of allowable costs until all final documentation has been submitted and accepted by DOA as substantially complete.

### **6. REPORTING - NOTIFICATION**

#### **A. Performance and Final Status**

DPW shall submit all financial, performance and other reports to DOA no later than the end of the close out described in §5C, containing an evaluation and review of DPW’s performance and the final status of DPW’s obligations hereunder.

#### **F. Violations Reporting**

DPW shall disclose, in a timely manner, in writing to DOA and the Federal Awarding Agency, all violations of federal, state, or Guam criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. DOA or the Federal Awarding Agency may seek to impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

### **7. PERFORMING AGENCY RECORDS**

#### **A. Maintenance and Inspection**

DPW shall make, keep, and maintain, all official records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of five years following the completion of the close out

of this Grant. DPW shall permit the DOA and its delegates to audit, inspect, examine, excerpt, copy and transcribe all such records at all reasonable times and places during the term of this IGA, unless DOA determines that an audit or inspection is required without notice at a different time to protect the interests of DOA or the Government of Guam.

#### **G. Monitoring**

DOA will monitor DPW's performance of its obligations under this IGA using procedures as determined by DOA. DPW shall allow DOA to perform all monitoring required by the Uniform Guidance and otherwise, based on DOA's risk analysis of DPW. DOA shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. DOA shall monitor DPW's performance in a manner that does not unduly interfere with DPW's performance of the Work. If DPW enters into a subcontract or subgrant with an entity that would be considered a Subrecipient, then the subcontract or subgrant entered into by DPW shall contain provisions permitting both DPW and DOA to perform all monitoring of that Subcontractor in accordance with the Uniform Guidance or as otherwise determined necessary by DOA in its sole discretion.

#### **H. Final Audit Report**

DPW shall promptly submit to DOA a copy of any final audit report of an audit performed on DPW's records that relates to or affects this Grant or the Work, whether the audit is conducted by DPW or a third party.

### **8. CONFIDENTIAL INFORMATION-GOVERNMENT OF GUAM RECORDS**

Each Party shall treat the confidential information of the other Party with the same degree of care and protection it affords to its own confidential information, unless a different standard is set forth in this Agreement. Each Party shall notify the other Party immediately if it receives a request or demand from a third party for records or information of the other Party.

### **9. CONFLICTS OF INTEREST**

DPW shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of DPW's obligations under this Grant. DPW acknowledges that, with respect to this Grant, even the appearance of a conflict of interest is harmful to the Government of Guam's interests and absent DOA's prior written approval, DPW shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of DPW's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if DPW is uncertain whether a conflict or the appearance of a conflict has arisen, DPW shall submit to DOA a disclosure statement setting forth the relevant details for DOA's consideration.

### **10. DISPUTE RESOLUTION**

The failure of a Party to perform its respective obligations in accordance with the provisions of this IGA is a breach of this IGA. In the event of disputes concerning performance hereunder or otherwise related to this IGA, the Parties shall attempt to resolve them at the agency level. Except as herein specifically provided otherwise or as required or permitted by federal regulations related to any Federal Award that provided any of the Grant Funds, disputes concerning the performance of this Grant that cannot be resolved by the designated agency representatives shall be referred in writing to the Office of the Governor for resolution.

## **11. NOTICES AND REPRESENTATIVES**

Each individual identified as a Principal Representative on the Cover and Signature Pages for this Agreement shall be the Principal Representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered (A) by hand with receipt required, (B) by certified or registered mail to such Party's Principal Representative at the address set forth on the Cover Page or (C) as an email with read receipt requested to the Principal Representative at the email address, if any, set forth on the Cover Page for this Agreement. Either Party may change its Principal Representative by notice submitted in accordance with this section without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

## **12. GENERAL PROVISIONS**

### **A. Assignment**

DPW's rights and obligations under this Grant are personal and may not be transferred or assigned without the prior, written consent of DOA. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of DPW's rights and obligations approved by DOA shall be subject to the provisions of this IGA.

### **I. Captions and References**

The captions and headings in this IGA are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this IGA to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

### **J. Entire Understanding**

This IGA represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this IGA.

### **K. Modification**

DOA may modify the terms and conditions of this Grant by issuance of an Amended IGA, which shall be effective if DPW countersigns the IGA or accepts Grant Funds following its receipt of the Amended IGA. The Parties may also agree to modification of the terms and conditions of the Grant in a formal amendment to this Grant, properly executed and approved in accordance with applicable Guam law.

**L. Statutes, Regulations, Fiscal Rules, and Other Authority**

Any reference in this IGA to a statute, regulation, rule, fiscal policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Grant Issuance Date. DPW shall strictly comply with all applicable Federal, State, and Guam laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

**M. Severability**

The invalidity or unenforceability of any provision of this IGA shall not affect the validity or enforceability of any other provision of this IGA, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under the Grant in accordance with the intent of the Grant.

**N. Survival of Certain IGA Terms**

Any provision of this IGA that imposes an obligation on a Party after termination or expiration of the Grant shall survive the termination or expiration of the Grant and shall be enforceable by the other Party.

**O. Third Party Beneficiaries**

Except for the Parties' respective successors and assigns described above, this IGA does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

**P. Waiver**

A Party's failure or delay in exercising any right, power, or privilege under this IGA, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

**Q. Compliance with Guam and Federal Law, Regulations, and Executive Orders**

DPW shall comply with all Guam and Federal law, regulations, executive orders, Guam and Federal Awarding Agency policies, procedures, directives, and reporting requirements at all times during the term of this Grant.

**R. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the Government of Guam. The Parties agree that any legal action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the courts of the Government of Guam, and the Parties hereby irrevocably consent to the jurisdiction of such courts.

IN WITNESS of the above provisions, the Parties have executed this Interagency Grant Agreement on the last of the dates below stated.

For the Department of Administration:

For the Department of Public Works:



**EDWARD M. BIRN**, Director

**VINCENT P. ARRIOLA**, Director

December 30, 2024

12-30-24

Date

Date

**Certified Funds Available:**

\$6,600,000.00

Account No. 6250001-682-21-1000301



**DEC 31 2024**

**CLEARED PER  
BBMR'S REVIEW**

**LESTER L. CARLSON, JR.**, Director,  
Bureau of Budget and Management Research  
Certifying Officer



## EXHIBIT A: STATEMENT OF WORK

### I. Purpose

The Department of Administration (“DOA”) is entering into this Federal Award with the Department of Public Works (“DPW”) to partially fund the BioLab Project, as provided in the Department of Public Works’ Invitation for Bid, Construction of the Guam Public Health Training and Laboratory Facility, Project No. 470-5-1085-F-MAN.

For details on the ARPA funding, see Cover Page, Federal Award(s) Applicable to This Grant Award.

### II. Notification

#### To the DOA:

Edward Birn, Director  
edward.birn@doa.guam.gov  
Department of Administration  
ITC Building, Suite 224  
590 S. Marine Corps Drive  
Tamuning, Guam 96913

#### To DPW:

Vincent P. Arriola, Director  
Department of Public Works  
542 North Marine Corps Drive,  
Tamuning, Guam 96913  
vince.arriola@dpw.guam.gov

### I. Performance Period

The performance period and expiration date are stated on the Grant Agreement cover page.

DOA shall not be responsible or liable for goods or services delivered or performed prior to issuance of this Grant Agreement.

### III. Definitions

- “ARPA” means the American Rescue Plan Act of 2021.
- “SLFRF” means State and Local Fiscal Recovery Fund.

### IV. Personnel

#### A. Responsible Administrator

DPW's performance hereunder shall be under the direct supervision of Vincent P. Arriola, the director of DPW, who is hereby designated as the responsible administrator of this project.

The responsible administrator may delegate oversight of the Works—not including contracting authority—to another Government of Guam employee, if prior notice of the delegation is provided to DOA and the delegee meets at least the following minimum qualifications:

1. College degree or minimum of four years' experience in government administration, procurement, project administration, and/or construction management.
2. Strong oral and written communication and interpersonal skills.
3. Strong organizational and problem-solving skills.
4. Familiarity with Guam governmental operations.

#### **S. Other Personnel**

1. DPW represents that, in addition to the expertise of its current employees, DPW will leverage the available expertise of other Government of Guam agencies where it believes such expertise can be productively applied.
5. DPW represents that Grant Funds will not be used to compensate DPW employees. Notwithstanding the foregoing sentence and for purposes of clarity, nothing precludes DPW's use of its budgeted "Administrative Fee" as set forth herein to defray its staffing expenses attributable to the Services.
6. Further notwithstanding the above, DOA and DPW expressly agree that efficient, effective completion of the scope of work will require DPW to procure professional services including but not limited to design and engineering services as well as inspection and construction management services, and that such procured professional services are eligible expenses for Grant funds.

#### **T. Secondment from Other Government of Guam Agencies**

If DPW determines that it would be advantageous to formally second staff with particular expertise from another Government of Guam agency to DPW, DPW may make such request to the contact designated by DOA and in the manner prescribed by DOA. The request should, at a minimum, include the expertise requested, together with any suggestions for Government of Guam staff possessing the needed expertise, the anticipated timeframe of the secondment, and the proposed funding source for the secondment. All such requests will be promptly considered but will necessarily involve balancing the utility of the secondment against the disadvantage, if any, to the proposed secondee's default agency and responsibilities.

#### **U. Procured Professional Services**

DOA and DPW expressly contemplate that DPW will contract for the provision of certain professional services in support of the Work and the Services, including but not limited to architectural and engineering design, environmental assessment, construction, and construction management and inspection services.

## **V. Work Tasks, Deliverables and Timeline**

Grant funds will be used to partially fund the BioLab Project in accordance with Exhibit A as stated herein.

- A. **Purpose:** The purpose of this Grant is to partially fund the BioLab Project. In addition to funds awarded herein, the BioLab Project is funded through a grant from the Office of Local Defense Community Cooperation (“OLDCC”) to the Office of the Governor. On March 21, 2024, the Office of the Governor entered into a Memorandum of Agreement with the Department of Public Works, subawarding the sum of \$27,000,000 for construction of the BioLab. On September 26, 2024, the Department of Public Works issued an Invitation for Bids for this project, Construction of the Guam Public Health Training and Laboratory Facility, Project No. 470-5-1085-F-MAN. However, based on the winning bid, as well as expenditures for the performance of environmental assessments, construction management costs, and other costs, the cost to complete the project totals \$33,966,746.53, exceeding the amount subawarded to DPW for the project by \$6,966,746.53. The BioLab project constitutes an eligible use of ARPA funds. Accordingly, this Agreement provides ARPA grant funds to DPW in the amount of \$6,600,000.00 to be used to partially fund the construction of the BioLab. Any other amounts required for completion of the BioLab Project will be funded through other sources.
- B. **Work tasks:** DPW will develop a project strategy for efficient completion of the Work, consistent with the below budget narrative. DPW will procure, as necessary, professional and construction services and organize the assistance of other Government of Guam agencies and, as appropriate, enter into memoranda of agreement with those agencies and other entities. DPW will oversee all activities, from pre-conceptual development and design through, where applicable, construction, inspection, and punch-list resolution, as well as owner acceptance. DPW will, in coordination with the Office of the Governor, lead public communication efforts. DPW will be lead communicator with Guam regulatory and inspection agencies for the project. DPW will oversee the budget against project completion and will coordinate the preparation of periodic reports as described below.
- A. **Specific deliverables:** Detailed deliverables are contained in Construction of the Guam Public Health Training and Laboratory Facility, Project No. 470-5-1085-F-MAN, which is attached hereto as Exhibit E.

## **VI. Reporting**

### **A. Annual and Final Report(s)**

DPW will fulfill the performance and financial reporting requirements as outlined in this section.

## **V. Performance and Financial Reporting Requirements Due Date(s)**

### **1. Core Performance:**

Within 45 days of the execution of this Grant Agreement, DPW will prepare for review and acceptance by DOA a master calendar with an anticipated schedule for the performance and completion of all core activities required for successful and timely completion of the Works, including but not limited to the specific deliverables detailed above. The Core Performance schedule will subdivide the project as a whole, assigning percentages to appropriate milestones quantified to appropriately state, on a weekly basis, the percentage complete the project as a whole is against the scheduled percentage of completion.

### **7. Monthly:**

Due by the fifth of the month, DPW will submit its Monthly Report to DOA. The Monthly Report will include (i) the Core Performance actual and scheduled percentages; (ii) milestones achieved in the last month; (iii) planned activities for the next two months; (iv) an abbreviated budget overview of expenses paid to date, unpaid expenses incurred, and Grant funds that remain. The Monthly Report will also list vendor invoices received in the previous month and expected vendor billings for the next two months. The Monthly Report will also list Government of Guam staff other than DPW staff employed on the project in the previous month and any expected other-than-DPW Government of Guam staff participation requested for the next two months. Each Monthly Report should also include a brief narrative of the previous month's project successes and, as appropriate, a brief analysis of any challenges encountered.

### **8. Quarterly:**

DPW will submit a quarterly Grant Itemization Report with evidence of expenditures in a form that complies with U.S. Department of Treasury reporting requirements and meet with DOA to resolve any questions or comments. If the U.S. Department of Treasury changes reporting requirements, DPW agrees to comply with the revised requirements.

### **9. Annually:**

DPW shall submit an annual report as specified below. These reports shall include but are not limited to a summary of the following:

- Progress as to Specific Deliverables
- Budget v. Actuals
- Anticipated potential upcoming challenges
- Project utilization of non-DPW Government of Guam resources
- Upcoming project efficiency or other opportunities

- Economic impact reporting

The annual reports are due according to the schedule below:

- Report 1: June 2, 2025
- Report 2: June 1, 2026

DPW shall provide the lead center with an explanation and action plan for any performance measurements that are not on target.

## **VII. Budget and Payment**

Payments shall be made in accordance with the provisions set forth in the Grant and its attached exhibits, including this Exhibit A. The project budget is set forth in Exhibit B.

The maximum amount payable under the terms and conditions of this Grant Agreement shall not exceed \$6,600,000.00. Any amount in excess of these totals, must be agreed to by both parties, must be provided by a properly executed option or amendment to this Grant Agreement.

The BioLab Project will be funded by a combination of ARPA funding obligated herein, and grant funds provided by the Office of Local Defense Community Cooperation to the Office of the Governor, which the Office of the Governor subawarded to DPW, in the amount of \$27,000,000.

### **Matching Funds**

No match required.

### **Grant Funds**

2024-DOAARPA-DPW-0003    \$6,600,000.00

## **VIII. Administrative Requirements**

### **A. Accounting**

1. At all times from the Effective Date of this Grant until completion of the Work, DPW shall maintain properly segregated books of Grant Funds, matching funds (in any), and other funds associated with the Work.
10. All receipts and expenditures associated with said Work shall be documented in a detailed and specific manner, and shall accord with the Work Budget set forth herein.
11. DPW shall assume responsibility for seeing that all funding is expended, accounted for and reported, consistent with underlying agreements, program objectives and with allowable cost, applicable rules and regulations addressed by 2 CFR 200 and originating grant award provisions.

12. Adjustments of budget expenditure amounts in excess of ten percent (10%) must be authorized by DOA in an amendment to this Grant Agreement properly executed and approved pursuant to DOA procedures.
13. In no event shall DPW's total consideration exceed the amount indicated in "Budget" above.
14. Reimbursement requests must include the standard reimbursement summary sheet and supporting documentation of the amounts listed on the summary sheet, including but not limited to an original ticked general ledger from the host accounting system.

#### **W. Monitoring**

DOA shall monitor this Work on an as-needed basis. DOA may choose to audit the business activities performed under this Grant. DPW shall maintain a complete file of all records, documents, communications, notes and other written materials or electronic media, files or communications, which pertain in any manner to the operation of activities undertaken pursuant to an executed Grant. Such books and records shall contain documentation of the participant's pertinent activity under this Grant in a form consistent with good accounting practice.

#### **X. Discretionary Audit**

DOA, or any of its duly authorized representatives, including an independent Certified Public Accountant of DOA's choosing, or the federal government or any of its properly delegated or authorized representatives shall have the right to inspect, examine, and audit DPW's (and any of DPW's contractor's) records, books, accounts and other relevant documents. Such a discretionary audit may be requested at any time and for any reason from the effective date of this agreement until three (3) years after the date final payment for the project is received by DPW or applicable federal audit period, whichever is later. The cost of a discretionary audit will be borne by the DOA.

#### **Y. Mandatory Audit**

Whether or not DOA calls for a discretionary audit as provided above, DPW shall provide DOA copies of annual audit reports for the period of the project. In addition, DPW shall supply DOA with copies of all correspondence from any auditor related to any findings relevant to the project. If an audit reveals evidence of non-compliance with applicable requirements, or other issues pertaining to the administration of federal funds, DOA reserves the right to institute compliance, or other appropriate measures, to address audit findings.

#### **Z. Specific Terms and Conditions**

1. Expenses incurred by DPW in association with this project **prior to the Effective Date and after December 31, 2026** are not eligible Grant expenditures under this grant and will not be reimbursed by DOA.

15. DPW will maintain an office conveniently located and easily accessible to the community.
16. DPW will maintain a publicly listed telephone in the name of the "Department of Public Works" The phone will be answered "Department of Public Works" or "DPW."
17. DPW's office will be staffed and operational during normal business hours.
18. All advertising or other promotional materials developed or distributed in connection with conferences or other meetings or gatherings must contain the following statement: "Reasonable accommodations for persons with disabilities will be made, if requested in advance."
19. DPW employees, volunteers, and paid consultants must sign and abide by the applicable conflict of interest policy.
20. The responsible administrator or her delegate must actively participate in any calls scheduled by DOA or the Office of the Governor concerning the Grant Works and must respond to all email inquiries from either as soon as reasonably possible.
21. All off-island travel must be approved by DOA before travel occurs.

#### **IX. Additional Terms and Conditions**

All terms and provisions from the following Exhibits apply in full effect for this Grant Award:

This Exhibit A. Statement of Work.

Exhibit B. Budget.

Exhibit C. Federal Provisions.

Exhibit D. SLFRF Reporting Modification Form

Exhibit E. Invitation for Bids, Construction of the Guam Public Health Training and Laboratory Facility, Project No. 470-5-1085-F-MAN

## EXHIBIT B: BUDGET

### 1. BUDGET BY US TREASURY EXPENDITURE CATEGORY

#### 1.1 Expenditure Categories

EXPENDITURE CATEGORIES	
Environmental Assessment	\$ 120,000.00
Borings	\$ 47,000.00
CAHA – 1% for the Arts	\$ 294,914.55
Other DPW Costs	\$ 5,000.00
Construction Management Cost	\$ 2,533,804.98
Contingency 5%	\$ 1,474,572.00
Final Bid Amount – Reliable Builders	\$ 29,491,455.00
<b>TOTAL</b>	<b>\$ 33,966,746.53</b>

Available funding through the EDA for the BioLab Project is \$27,000,000.00. This IGA obligates the sum of \$6,600,000.00 to partially cover the budget shortfall. Any other amounts required for completion of the BioLab Project will be funded through other sources. Detailed deliverables are contained in Construction of the Guam Public Health Training and Laboratory Facility, Project No. 470-5-1085-F-MAN, which is attached hereto as Exhibit E.

### 2. EXPENDITURE CATEGORY MODIFICATION

2.1 Increase or decrease in any Expenditure Category must be requested and approved by DOA.



## **EXHIBIT C. FEDERAL PROVISIONS**

### **1. Applicability of Provisions**

- 1.1. The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.
- 1.2. DOA is accountable to Treasury for oversight of their subrecipients, including ensuring subrecipients comply with the SLFRF statute, SLFRF Award Terms and Conditions, Treasury's Final Rule, and reporting requirements, as applicable.
- 1.3. Additionally, any subrecipient that issues a subaward to another entity (2<sup>nd</sup> tier or lower tier subrecipient), must hold the lower tier subrecipient accountable to these provisions and adhere to reporting requirements.
- 1.4. These Federal Provisions are subject to the Award as defined in § 2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or Government of Guam agency.

### **2. Definitions**

2.1. **For the purposes of these Federal Provisions**, the following terms shall have the meanings ascribed to them below.

- 2.1.1. "Award" means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
- 2.1.2. "Unique Entity Identifier (UEI)" means the twelve-character alphanumeric ID assigned to an entity by SAM.gov
- 2.1.3. "Entity" means:
  - 2.1.3.1. a Non-Federal Entity;
  - 2.1.3.2. a foreign public entity;
  - 2.1.3.3. a foreign organization;
  - 2.1.3.4. a non-profit organization;
  - 2.1.3.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);
  - 2.1.3.6. a foreign non-profit organization (only for 2 CFR part 170 only);
  - 2.1.3.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or
  - 2.1.3.8. a foreign for-profit organization (for 2 CFR part 170 only).

- 2.1.4. “Executive” means an officer, managing partner or any other employee in a management position.
- 2.1.5. “Expenditure Category (EC)” means the category of eligible uses as defined by the US Department of Treasury in “Appendix 1 of the Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds” report available at [www.treasury.gov](http://www.treasury.gov).
- 2.1.6. “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1.
- 2.1.7. “Grant” means the Grant to which these Federal Provisions are attached.
- 2.1.8. “Grantee” means the party or parties identified as such in the Grant to which these Federal Provisions are attached.
- 2.1.9. “Non-Federal Entity” means a State or Territory, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.
- 2.1.10. “Nonprofit Organization” means any corporation, trust, association, cooperative, or other organization, not including institutions of higher education, that:
  - 2.1.10.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
  - 2.1.10.2. Is not organized primarily for profit; and
  - 2.1.10.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.
- 2.1.11. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 2.1.12. “Pass-through Entity” means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- 2.1.13. “Prime Recipient” means the Government of Guam or the Government of Guam agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 2.1.14. “Subaward” means an award to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101. The term does not include payments to a Contractor or payments to an individual that is a beneficiary of a Federal program.
- 2.1.15. “Subrecipient” or “Subgrantee” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the

Federal Award to the Prime Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program.

- 2.1.16. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
- 2.1.17. “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.
- 2.1.18. “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

### **3. Compliance**

- 3.1. DPW shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. DOA, at its discretion, may provide written notification to DPW of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
- 3.2. Per US Treasury Final Award requirements, grantee programs or services must not include a term or conditions that undermines efforts to stop COVID-19 or discourages compliance with recommendations and CDC guidelines.

### **4. System for Award Management (SAM) and Unique Entity ID (UEI) Requirements**

- 4.1. SAM. DPW shall maintain the currency of its information in SAM until DPW submits the final financial report required under the Award or receives final payment, whichever is later. DPW shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
- 4.2. UEI. DPW shall provide its UEI number to its Prime Recipient, and shall update DPW’s information in SAM.gov at least annually after the initial registration, and more frequently if required by changes in DPW’s information.

### **5. Reporting**

- 5.1. If DPW is a Subrecipient of the Award pursuant to the Transparency Act, DPW shall report data elements to SAM and to DOA as required in this Exhibit. No direct payment shall be made to DPW for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the

Grant price. The reporting requirements in this Exhibit are based on guidance from the OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of DPW's obligations under this Grant.

## **6. Subrecipient Reporting Requirements**

- 6.1. Subrecipient agrees to comply with any reporting requirements established by the US Treasury, Governor's Office and DOA. DOA may need additional reporting requirements after this agreement is executed. If there are additional reporting requirements, DOA will provide notice of such additional reporting requirements via Exhibit D. SLFRF Reporting Modification Form.

## **7. PROCUREMENT STANDARDS**

- 7.1. Procurement Procedures. DPW's procurement procedures remain subject to Guam's Procurement Law, 5 GCA § 5001, *et seq.*, and the regulations thereto, 2 GAR Division 4. DPW shall therefore use its procurement procedures, which reflect applicable Guam law and applicable regulations, and the policies of the Policy Procurement Office, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.
- 7.2. Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all Agreements and purchase orders for work or products under this award.
- 7.3. Procurement of Recovered Materials. If a Subrecipient is a Government of Guam Agency, its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 7.4. Never contract with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing "Never contract with the enemy" in 2 CFR part 183. The regulations in 2 CFR part 183

affect covered contracts, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

- 7.5. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Subrecipient is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

## **8. ACCESS TO RECORDS.**

- 8.1. A Subrecipient shall permit Prime Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

## **9. SINGLE AUDIT REQUIREMENTS.**

- 9.1. If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.
- 9.2. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.
- 9.3. Exemption. If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.
- 9.4. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare

appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

#### **10. REQUIRED PROVISIONS FOR SUBRECIPIENT WITH SUBCONTRACTORS.**

10.1. In addition to other provisions required by the Federal Awarding Agency or the Recipient, Subrecipients shall include all of the following applicable provisions;

10.1.1. For agreements with Subrecipients – Include the terms in the Grant Federal Provisions Exhibit (this exhibit)

10.1.2. For contracts with Subcontractors – Include all terms required by federal law and regulations.

#### **11. CERTIFICATIONS.**

11.1. Unless prohibited by Federal statutes or regulations, Prime Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to DOA at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR 200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

#### **12. EXEMPTIONS**

12.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.

12.2. A grantee with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

#### **13. EVENT OF DEFAULT AND TERMINATION.**

13.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and DOA may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to DOA under the Grant, at law or in equity.

13.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:

13.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal

Entity fails to comply with the terms and conditions of a Federal Award;

- 13.2.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
- 13.2.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
- 13.2.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or
- 13.2.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

## Exhibit D. SAMPLE SLFRF REPORTING MODIFICATION FORM

Grantee:		Grant Agreement No:	
Project Title:		Project No:	
Project Duration:	To:	From:	

This form serves as notification that there has been a change to the reporting requirements set forth in the original SLFRF Grant Agreement.

The following reporting requirements have been (add/remove additional rows as necessary):

Updated Reporting Requirement (Add/Delete/Modify)	Project Number	Reporting Requirement

By signing this form, the Grantee agrees to and acknowledges the changes to the reporting requirements set forth in the original SLFRF Grant Agreement. All other terms and conditions of the original SLFRF Grant Agreement, with any approved modifications, remain in full force and effect. Grantee shall submit this form to the Department of Administration within 10 business days of the date sent by that Agency.

\_\_\_\_\_  
Grantee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Department of Administration

\_\_\_\_\_  
Date



**EXHIBIT E: INVITATION FOR BIDS,  
CONSTRUCTION OF THE GUAM PUBLIC HEALTH TRAINING AND  
LABORATORY FACILITY, PROJECT NO. 470-5-1085-F-MAN**

[Invitation for Bid follows.]