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**Invitation for Bid No: GTA-IFB-2023-002  
15-Year Term Indefeasible Right to Use (IRU) Capital Lease of 100 Gbps of an  
Asia Pacific Cable System between a Guam Cable Landing Station and either  
TY6, TY4, or TY9 Peering Location in Tokyo, Japan**

**Amendment #1**

**1. Invitation for Bid Package, Pages 40-43, IV. Federal Award Contract Requirements to now read:**

- Comply with applicable provisions of [2 CFR § 200 Appendix II](#) – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards as referenced below:
  - Contracts for more than the simplified acquisition threshold set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where Suppliers violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

[GTA has included in Section VIII. Contract Terms and Termination, 19. Remedies for compliance of this clause]
  - All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

[GTA has included in Section VIII. Contract Terms and Termination, 8. Termination for compliance of this clause]
  - Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of “federally assisted construction contract” in [41 CFR Part 60–1.3](#) must include the equal opportunity clause provided under [41 CFR 60–1.4\(b\)](#), in accordance with Executive Order 11246, “Equal Employment Opportunity” ([30 FR 12319, 12935, 3 CFR Part, 1964](#)–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
  - Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Suppliers and SubSuppliers on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each Supplier or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- Clean Air Act ([42 U.S.C. 7401–7671q](#).) and the Federal Water Pollution Control Act ([33 U.S.C. 1251–1387](#)), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401–7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251–1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#))—Suppliers that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- Comply with [2 CFR § 200.216](#), Prohibition on certain telecommunications and video surveillance services or equipment, For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, Subrecipient and all subSuppliers are prohibited from procuring, obtaining, or purchasing: 1) equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using equipment; and 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- Comply with [2 CFR § 200.322](#), Domestic Preferences for Procurements (Buy American): As appropriate and to the extent consistent with law, there is 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). For the purposes of this section: “Produced in the United States” means, for

iron and steel products, that all manufacturing processes from the initial melting stage through the application of coatings, occurred in the United States.

- Comply with [48 CFR Part 4 Subpart 4.7](#), Supplier Records Retention, Supplier shall retain records pertinent to contract for a period of no less than 3 years from the expiration or termination date. As used in this provision, “records” includes books, documents, accounting procedures and practice, and other data, regardless of the type or format. Supplier shall provide access and the right to examine all records related to the contract to GTA, or their authorized representative.

If any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the 3-year period, the records must be kept until all issues are resolved, or until the end of the regular 3-year period, whichever is later.

Records for nonexpendable property acquired in whole or in part, with funds from this contract funds must be retained for 3 years after its final disposition.

[This retention requirements should only pertain to GTA's contract with supplier for contract billables and O&M related to the service provided]

- Comply with [41 U.S.C. § 4712](#), Whistleblower Protections, which generally provide that an employee or Supplier (including subSuppliers and personal services Suppliers) of a non-Federal entity may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body information that the employee reasonably believes is evidence of gross mismanagement of a Federal Award, subaward, or a contract under a Federal award or subaward, a gross waste of Federal funds, an abuse of authority relating to a Federal award or subaward or contract under a Federal award or subaward, a substantial and specific danger to public health or safety, or violation of law, rule, or regulation related to a Federal award, subaward, or contract under a Federal award or subaward. These persons or bodies include:
  - A Member of Congress or a representative of a committee of Congress
  - An Inspector General
  - The Government Accountability Office
  - A Federal employee responsible for contract or grant oversight or management at the relevant agency.
  - An authorized official of the Department of Justice or other law enforcement agency
  - A court or grand jury
  - A management official or other employee of the Supplier, subSupplier, or grantee who has the responsibility to investigate, discover, or address misconduct

Non-federal entities and Suppliers under Federal awards and subawards must inform their employees in writing of the rights and remedies provided under 41 U.S.C. § 4712, in the predominant native language of the workforce.

- Comply with [Executive Order 13043](#), Increasing Seat Belt Use in the United States, recipients should encourage employees and Suppliers to enforce on-the-job seat belt policies and programs when operating company-owned, rented, or personally owned vehicles.

## **2. Invitation for Bid Package, Pages 34-37, IV. Contract Terms and Termination, Schedule 5 Federal Award Contract Requirements to now read:**

Same as #1 of this Amendment