

**AMENDMENT 6**

**REQUEST FOR PROPOSALS  
UOG RFP No. P06-19**

Date Issued: December 31, 2019

**PERFORMANCE BASED DESIGN-BUILD (PBDB) FOR THE DESIGN AND CONSTRUCTION OF THE  
GUAM CULTURAL REPOSITORY**

This is to notify all prospective offerors of the following amendment:

- 1.1 **REPLACE** "Priced Proposal Form" provided in Amendment #3 as "Exhibit C" with "Priced Proposal Form" set forth in the attached as EXHIBIT A.
- 1.2 **ADD** Contract Attachment 1: CFR PART subsection 200.326 Contract Provisions as set forth in the attached as EXHIBIT B.
- 1.3 **ADD** as attachments to Environmental Protection/Site Clearing requirements as set forth in the attached as EXHIBIT C.

All other terms and conditions remain the same.

Emily G. Gumataotao  
Supply Management Administrator

---

Please acknowledge receipt and return by email or fax to 735-3010:

Name of company: \_\_\_\_\_

---

Print Name/Signature/date

T: +1 671.735.2925 F: +1 671.735.3010 W: [www.uog.edu](http://www.uog.edu) E: [procurementoffice@triton.uog.edu](mailto:procurementoffice@triton.uog.edu)

Mailing Address: 303 University Drive UOG Station Mangilao, Guam 96913

*The University of Guam is a U.S. Land Grant Institution accredited by the Western Association of Schools and Colleges  
Senior College and University Commission and is an equal opportunity provider and employer.*

**EXHIBIT A: SEALED PRICED PROPOSAL FORM (aka Bid Form)**

**Instructions:**

1. There are **Key Performance Measures, Criteria**, and **facility related concepts** that must be satisfied in this type of **Performance Based Design-Build** construction services needed to create the **Guam Cultural Repository**. Some of these assumptions are listed below:
  - A. Be capable of completing the design work outlined in this RFP based its conceptual intent and in accordance with Guam’s currently adopted Building Codes.
  - B. At a minimum, the design of the Repository must have a 50-year life cycle (*of which, the Office of Economic Adjustment will have a 30-year interest in the facility*); be capable of surviving a 200 mile-per-hour typhoon and an 8.0 earthquake.
  - C. Complete 100 % of the Construction Drawings for the Owner’s approval and processing of all necessary permit applications.
  - D. Complete the construction necessary to provide the space requirements described in Part 4.5 Drawing Sheet A-101 within an 18-month construction schedule after receipt of Notice to Proceed from Owner.
  - E. Agree to make the payment for THE ONE PERCENT (1%) FOR THE ARTS PROGRAM to CAHA and UOG when the building permit is obtained. The art budget is calculated by the construction cost multiplied by one percent (1%).
  - F. Purchase and install all the Owner’s furniture, equipment and artwork as agreed upon in the contract terms.
2. The **PB-DB Project Team Members** has read and understood the requirements described in this RFP and acknowledges that by accepting a Contract Agreement funded by the Office of Economic Adjustment under the Department of Defense; means the PB-DB Project Team will be responsible for the compliance requirements found in the RFP’s:

**Acknowledgement By:**

Part 1.2 National Policy Requirements Name: \_\_\_\_\_  
 Part 1.3 US DOD ~ OEA ~ General Assistance Agreement: Terms & Conditions Title: \_\_\_\_\_  
 Part 1.4 US DOD ~ OEA ~ Grant Program Specific: Terms & Conditions Sign & Date: \_\_\_\_\_

3. Upon being notified that your proposal offer is being considered, all members of the Proposed PBDB Project Team will sign upon request **(a) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Form** and **(b) Certification Regarding Lobbying ~ Certification for Contracts, Grants, Loans, and Cooperative Agreements ~ 29 C.F.R. Appendix A to Part 93**.
 

**Any Objections?** [  ] NO or [  ] YES, and why? *(please attach explanation)*
4. This **Priced Proposal Offer** contains the all the **Scope of Work** described in **Part 2 (Chapters 1, 2, 3, 4, 5, 6.0, 6.1, 6.2, 6.3, 6.4, 6.5, & 6.5)**; the **Specifications** described in **Part 3**; the **Environmental Requirements** described in **Part 4**, and the **Drawings** contained in **Part 5**. The sealed priced proposal shall contain pricing data usable in negotiating a final contract value; or at a minimum those categories listed in page 22.
5. The priority for contract negotiations will be the (a) size of the facility; (b) the budget (that cannot be increased); (c) the number of Performance Based benefits achievable within the Grant’s budget; and (d) the construction schedule proposed. Construction completion with occupancy expiration is July 30, 2021. The expiration of this grant is December 31, 2021. The Basic scope of work must be inclusive of all cost to be incurred for the design, construction, permits, FF&E, and artwork.
  - a. What is the size of your proposed facility and does it include the space?
 

\_\_\_\_\_

| Space No. | Size (sf) | Included? | Space No. | Size (sf) | Included? |
|-----------|-----------|-----------|-----------|-----------|-----------|
| 1-1       | 2,374     | Yes   No  | 2-1       | 794       | Yes   No  |
| 1-2       | 1,548     | Yes   No  | 2-2       | 363       | Yes   No  |
| 1-3       | 1,443     | Yes   No  | 2-3       | 108       | Yes   No  |
| 1-4       | 250       | Yes   No  | 2-4       | 107       | Yes   No  |
| 1-5       | 290       | Yes   No  | 2-5       | 79        | Yes   No  |
| 1-6       | 566       | Yes   No  | 3-1       | 104       | Yes   No  |

|      |     |     |    |      |     |     |    |
|------|-----|-----|----|------|-----|-----|----|
| 1-7  | 119 | Yes | No | 3-2  | 177 | Yes | No |
| 1-8  | 422 | Yes | No | 3-3  | 196 | Yes | No |
| 1-9  | 422 | Yes | No | 3-4  | 280 | Yes | No |
| 1-10 | 76  | Yes | No | 3-5  | 144 | Yes | No |
| 1-11 | 588 | Yes | No | 3-6  | 525 | Yes | No |
| 1-12 | 37  | Yes | No | 3-7  | 307 | Yes | No |
| 1-13 | 607 | Yes | No | 3-8  | 380 | Yes | No |
|      |     |     |    | 3-9  | 331 | Yes | No |
|      |     |     |    | 3-10 | 360 | Yes | No |
|      |     |     |    | 3-11 | 150 | Yes | No |

b. What is the construction budget for that facility being proposed?

\_\_\_\_\_

c. What Innovative solutions is DB contractor proposing?

\_\_\_\_\_

d. What is your proposed construction completion date?

\_\_\_\_\_

6. Price for Alternative No. 1 (Office 4, Office 5, Office 6, Public Toilet #2, Hallway #2)

| Space No. | Size (sf) | Included? | Proposed Size Being Offered (in Square Feet): |
|-----------|-----------|-----------|---|
| 4-1       | 96        | Yes   No  | _____   |
| 4-2       | 98        | Yes   No  | _____   |
| 4-3       | 98        | Yes   No  | _____   |
| 4-4       | 101       | Yes   No  | _____   |

7. Place the LABEL provided below on top of your Sealed Price Proposal envelope.

**This is SEALED PRICE PROPOSAL envelope is for**  
**UOG RFP P06-19: PERFORMANCE-BASED DESIGN-BUILD ~ GUAM CULTURAL REPOSITORY**

FROM PROPOSAL OFFEROR: \_\_\_\_\_

ADDRESS LINE 1: \_\_\_\_\_

ADDRESS LINE 2: \_\_\_\_\_

CONTACT NO.(s): \_\_\_\_\_

*(Please place this sealed envelope in your "Original Set Only" of your proposal offer.)*

# EXHIBIT B

## 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

Requirements under the Uniform Rules. A non-Federal entity's contracts must contain the applicable contract clauses described in Appendix II to the Uniform Rules (Contract Provisions for non-Federal Entity Contracts Under Federal Awards), which are set forth below. 2 C.F.R. § 200.326. For some of the required clauses we have included sample language or a reference a non-Federal entity can go to in order to find sample language. Please be aware that this is sample language only and that the non-Federal entity alone is responsible ensuring that all language included in their contracts meets the requirements of 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II. We do not include sample language for certain required clauses (remedies, termination for cause and convenience, changes) as these must necessarily be written based on the non-Federal entity's own procedures in that area.

### 1. Remedies.

- a. Standard: Contracts for more than the simplified acquisition threshold (\$150,000) must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II, ¶ A.
- b. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

### 2. Termination for Cause and Convenience.

- a. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II, ¶ B.
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

### 3. Equal Employment Opportunity.

- a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. 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 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶ C.
- b. Key Definitions.

(1) Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

(2) Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause:

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

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

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

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section,

and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.”

4. Davis Bacon Act and Copeland Anti-Kickback Act.

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**
- b. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40

U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.

- c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.
- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the next subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. As such, FEMA requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

5. Contract Work Hours and Safety Standards Act.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

“Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work

done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

6. Rights to Inventions Made Under a Contract or Agreement.

- a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
- b. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by

FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

- c. The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor 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 FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

- a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

“Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

- (3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal

government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.”

8. Debarment and Suspension.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).
- c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ I; and Chapter IV, ¶ 6.d and Appendix C, ¶ 2. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that 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. SAM exclusions can be accessed at [www.sam.gov](http://www.sam.gov). See 2 C.F.R. § 180.530; Chapter IV, ¶ 6.d and Appendix C, ¶ 2.
- d. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any nonprocurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the nonprocurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipient.
- e. Specifically, a covered transaction includes the following contracts for goods or services:
  - (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.

- (2) The contract requires the approval of FEMA, regardless of amount.
  - (3) The contract is for federally-required audit services.
  - (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

“Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

9. Byrd Anti-Lobbying Amendment.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ J; 44 C.F.R. Part 18; Chapter IV, 6.c; Appendix C, ¶ 4.
- c. 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. See Chapter IV, ¶ 6.c and Appendix C, ¶ 4.

d. The following provides a Byrd Anti-Lobbying contract clause:

“Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall 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 shall 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 recipient.”

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. 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 contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date"

10. Procurement of Recovered Materials.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ K; 2 C.F.R. § 200.322; Chapter V, ¶ 7.
- c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. 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 by 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.

- d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

“(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement is available at EPA’s Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.”

#### 11. Additional FEMA Requirements.

- a. The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:
- b. Changes.

To be eligible for FEMA assistance under the non-Federal entity’s FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

- c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and

agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

d. The following provides a contract clause regarding access to records:

“Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.”

## 12. DHS Seal, Logo, and Flags.

- a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).
- b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: “The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.”

## 13. Compliance with Federal Law, Regulations, and Executive Orders.

- a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: “This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor

will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

14. No Obligation by Federal Government.

- a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- b. The following provides a contract clause regarding no obligation by the Federal Government: “The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.”

15. Program Fraud and False or Fraudulent Statements or Related Acts.

- a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: “The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.”

# EXHIBIT C

## **Environmental protection/site clearing requirements:**

### Archaeological, Cultural, and Historical Resources Protection

- No work from this project is permitted to occur outside of the Area of Potential Effect (APE) for this project. Work by the Contractor or others outside of the APE, including utility relocation work that is required to accommodate this project, must be performed under a separate building permit that includes acquisition of Section 106 clearance from the State Historic Preservation Official (SHPO).
- The SHPO may require archaeological monitoring for any ground disturbance that will include an archaeological monitoring plan (AMP), monitoring during ground disturbance, and archaeological monitoring report (AMR). Both the AMP and AMR require SHPO review and approval. If required, the Contractor will be responsible to prepare the AMP and AMP, and conduct archaeological monitoring. The requirement for archaeological monitoring has not been determined. For the bidding purpose, assume the monitoring is required
- If archaeological monitoring is required, the Contractor is required to hire the services of an archaeologist who meets the Secretary of the Interior's Professional Qualifications Standards for Archaeology and is listed on the Guam Historic Preservation Division's list of qualified archaeological firms.
- In the event of discoveries of archaeological, historical, or cultural resources during excavation, construction work at the site of the discovery shall cease and the Contractor shall immediately notify the Project Engineer. The Project Engineer shall notify Guam SHPO as soon as practical. Construction work away from the discovery site may continue. Construction work at the discovery site shall not recommence until the Guam SHPO issues clearance to continue excavation. Secure the area and prevent employees or other persons from trespassing on, removing, or otherwise disturbing such resources. The Government retains ownership and control over archaeological resources.
- The Contractor shall take all precautionary measure to minimize any contamination of storm water runoff, silt, organic debris, fuels and other harmful materials that may disturb the strata or excavated portions that are being analyzed or recovered. The Contractor shall provide temporary measures to prevent spillage or direct entry into the pit or work area, and shall take every precaution against public injury or damage to the surrounding areas within the work site area. The Contractor shall fully cooperate with the archaeologist and coordinate all work thereafter during implementation of a Data Recovery Plan.
- The Contractor and/or Subcontractor shall not claim monetary compensation for any delay of work as a result of any unforeseen archaeological site discovered during construction. Time extension may be granted to the Contractor for such delays resulting from discovery of historic resources in the project, so long as the delay adversely affects the critical path and the delay is in excess of three days.

### Habitat Protection

- To avoid disturbance of Mariana fruit bats, construction work shall temporarily cease if a Mariana fruit bat maternal colony occurs within 820 feet of the project or of a Mariana fruit bat occurs 656 feet downwind (or 492 feet in any other direction) from the construction activity. If a bat day roost occurs 820 feet of the area where activity is proposed, a thermal imaging device shall be used in the evening to watch the bat(s) depart for nighttime foraging. If any bat remains at the roost after the bats depart it is likely to be a dependent bat pup, and human activity shall

be restricted to distances greater than 820 feet from the vulnerable bat pup, until the bats leave the 820 foot buffer zone.

- The contractor shall hire a qualified biologist to conduct tree snail surveys in accordance with the U.S. Fish and Wildlife Service Draft Interim Guidelines for Conducting Tree Snail Surveys in the Mariana Islands, dated 18 August 2019 (**Attachment 1**).
- If a tree snail is detected within 90 days of the tree snail survey date, a work exclusion buffer zone equal to the height of the tree canopy shall be established and maintained to avoid adverse project effects to the tree snail. If a tree snail is detected more than 90 days after the date of the tree snail survey, a work exclusion buffer zone of 200 feet around tree snails shall be used.
- If a tree snail is detected and construction activity within the tree snail work exclusion buffer is unavoidable, the Contractor shall contact Contracting officer or designated representative. to re-initiate Endangered Species Act Section 7 consultation.

# (Attachment 1)

## **DRAFT Interim Guidelines for Conducting Tree Snail Surveys in the Mariana Islands**

**US Fish and Wildlife Service Pacific Islands Fish and Wildlife Office  
August 18, 2019: Updates in progress based on input from snail experts**

The US Fish and Wildlife Service Pacific Islands Fish and Wildlife Office recommends the following interim guidelines and protocols be used to conduct and report surveys for tree snails listed as endangered under the U.S. Endangered Species Act (ESA) in the Mariana Islands. The species, in the Family Partulidae, include the Guam tree snail (*Partula radiolata*), which is only found on Guam, as well as the humped tree snail (*Partula gibba*) and fragile tree snail (*Samoana fragilis*), which both occur on Guam and the Commonwealth of the Mariana Islands (CNMI). The three species were listed as endangered on October 1, 2015 (80 FR 59423). Tree snails may occur in native and non-native shrubs, vines, and trees, and on the ground under these types of vegetation.

*Tree Snail Life History:* Vertical distribution of *Partula* species is likely to vary by species, snail age, and moisture as it does on Moorea, French Polynesia (Murray et al 1982). Surveys at Asan Memorial Park, Guam, indicated most *P. radiolata* were situated in vegetation above a height of 9.8 feet (ft) (three meters (m)) and average tree snail height ranged from 4.9 to 12.8 ft (1.5 to 3.9 m); *S. fragilis* and *P. radiolata* occurred at similar heights at Lost Pond (Fiedler 2018). *Partula radiolata* were measured up as high as 29.5 ft (nine m) on a breadfruit tree and one *S. fragilis* was detected at 45.9 ft (14 m) on Rota (Fiedler 2018). *Partula gibba* occur in the sub-canopy of shaded mixed native forests with good understory and ground cover (Crampton 1925; Cowie 1992; Hopper and Smith 1992; Smith 1995; Smith et al. 2008; Hadfield 2010). Tree snails are generally nocturnal, living on bushes or trees and feeding primarily on senescent or decaying plant material. An estimated one to two percent of tree snails may be on the ground at a given time (Fiedler, in litt. 2018, and Janeke, in litt. 2018). Tree snails are injured or killed by predators including the alien carnivorous flatworm (i.e. manokwari flatworm (*Platydemus manokwari*), predatory snails (i.e. rosy wolf snail (*Euglandina rosea*) and *Gonaxis* spp.) and rodents (particularly rat (*Rattus* spp.)) (Hadfield et al 1993, Hadfield and Saufler 2009). Additional threats to tree snails include feral ungulate trampling and habitat loss due to ungulates, wildfire, forest clearing for development, fugitive dust, and invasion by introduced weed species.

Risks common to human activity include permanent habitat loss or degradation due to land clearing, spread of invasive species (including increased conversion of native forest to grassland due to wildfire), physical injury to wildlife due to crushing or trampling, reduced survival or reproduction due to noise or other disturbance (including wildlife poaching or collection), flight hazards, and toxicant effects. Tree snails are known to fall when the leaf they are adhered to is dislodged from the tree or when, under stronger wind conditions such as a typhoon, the leaves or branches they are occupying are torn from the tree (Fiedler, 2018). Risks often decrease with distance from the project footprint. The tree snail field investigators should incorporate the following protocols:

**1. Survey Area:** Delineate the perimeter of the tree snail survey area using a hand held Global Positioning System (GPS) unit or GIS ArcMap. The survey area should include the entire project

“action area” where the project will result in increased threats to these animals, in addition to the appropriate tree snail dispersal buffer distances. The action area perimeter should be based on the maximum reach of project-related stressors (including the project footprint and areas outside the project footprint where disturbance, microclimate, or other habitat modification may adversely affect tree snails as a result of the proposed action). Based on the tree snail biology and dispersal information we have on hand, we recommend the tree snail survey buffer distance should be 33 feet (10 meters) or the height of the vegetation canopy (whichever is greater), when project activities will occur within three months of tree snail surveys. If tree snail surveys will occur more than three months in advance of project implementation, it will be important to use a wider buffer (such as 200 feet (61 meters)) to accommodate tree snail dispersal (Hall and Hadfield 2009). Exclude from survey areas habitat that is not suitable for tree snails, such as developed, landscaped, savanna and cultivated areas. **A Note Regarding Adverse Survey Conditions:** Adverse conditions may prevent investigators from determining presence or identifying some target species in potential habitat. Disease, drought, or predation may preclude the presence or identification of target species in any year or foul weather conditions may reduce tree snail visibility. Do not conduct tree snail surveys when adverse conditions occur. If surveys are conducted during adverse conditions, repeat the survey.

**2. Transects:** Survey for tree snails using a grid of transects overlaying the tree snail survey area. Set transect width based on vegetation height and density so that all vegetation can be observed using high-power binoculars. Report GPS survey track routes.

**3. Survey Points:** Tree snail surveys should be conducted by a minimum of two qualified biologists who are experienced and familiar with tree snails, working in tandem. Biologists should conduct visual surveys at points along the transects. Spacing between survey points should be based on the height and density of vegetation such that all vegetation can be observed.

**4. Visual Surveys at Survey Points to Determine Presence/Absence:** At each survey point, inspect leaves and branches of broad-leafed species for five minutes per person, and examine leaf litter for 30 minutes for live tree snails, empty shells of *Partula* species, and the *Platydemus* and *Euglandina* (Hopper & Smith 1992). At each survey point, continuously scan the radius around the survey point to the top of the canopy. Tree snails are generalists in terms of host plants, and any species with broad, smooth leaves are potential hosts; therefore, focus searches on plants with these features. Although atypical, the search for snails should also include vines (such as *Syngonium angustatum*) and narrow-leaved species (e.g., *Dracaena marginata*, *Miscanthus floridulus* and *Leucaena leucocephala*) which may also provide habitat. Search ventral and dorsal surfaces of host plants either manually or with binoculars. Recording detections of fresh and old shells found. If no live snails or fresh ground shells are found during the timed search, document that no tree snails were detected. If live snails or fresh ground shells are found, consider the site to be occupied by tree snails.

**5. When a Live Tree Snail or Fresh Shell is Detected, Thoroughly Assess the Boundary of the Occupied Area:** When a live tree snail is detected at a survey point during the 30-minute visual census period, identify the extent of the area occupied by tree snails by searching outward from the quadrat until observers are no longer able to find live snails or fresh shells. The main

objective is to delineate the boundaries of the tree snail colony. When a live tree snail is detected, record the following information:

- a. description of the biological setting, including plant community, topography, soils, vegetation type, current and historic land uses of the habitat(s) and degree of site alteration;
- b. an assessment of the biological significance or ecological quality of the project site in a local and regional context;
- c. a GPS location;
- d. time of day and current local weather conditions including time since last rain, relative humidity, and whether the substrate the snail is on is wet or dry;
- e. identify any threats to the tree snail population such as presence of *Platydemus*, and *Euglandina* (quantify if possible within a 1 m<sup>2</sup> quadrat), other predation threats, ungulate habitat damage, and wildfire threat. Because *Platydemus* and *Euglandina* are unlikely to be detected during dry conditions, surveyors should check moist habitats (leaf litter, under logs) for these species since their presence constitutes a real threat to any *Partula* present;
- f. presence of tree snail occurrences off-site on adjacent parcels, if known.

**6. Mark off the area occupied by tree snails with flagging:** The flagging is important to enable the project proponent to install permanent “no activity” buffer markers around the tree snail colony or to implement future tree snail conservation measures;

**7. When the Proposed Project Can’t Be Modified to Avoid Increased Risks to Tree Snails, Assess Tree Snail Numbers:** Search a diameter of at least 26 feet (eight meters) (588 square feet (50 m<sup>2</sup>) centered on the trunk of the host plant where a tree snail was detected for one person-hour, noting the species of snail found, number of individuals found, and what plant or substrate found on (Smith et al. 2008). One person-hour can be divided by the number of individuals searching to keep a standard search effort to infer population size (e.g. if four individuals search, each occupies a quarter of the quadrat and searches for 15 minutes. Identify snails found during this timed search to species when possible, photograph and record GPS coordinates. Record the following information:

- a. an assessment of tree snail density and an estimate of the number of individuals of each tree snail species within each occupied area. Document the dominant host plant where snails are found (if that exists). Document the percentage of snails on each host plant species (in some cases, 80% of the tree snails in a colony occurred on one particular tree species);
- b. Investigators could provide color slides, photos or color copies of photos of target species or representative habitats to support information or descriptions contained in reports;
- b. if the stressors will be restricted to the understory area, such as hiking or disturbance to understory vegetation, assess the percentage of tree snails found on the ground and in the vegetation at or below a height of six feet to inform trampling risk;

## References Cited

Cowie, R.H. 1992. Evolution and extinction of Partulidae, endemic Pacific island land snails. *Philosophical Trans. Royal Soc. London B* 335:167-191.

- Crampton, H.E. 1925. Studies on the variation, distribution, and evolution of the genus *Partula*. The species of the Mariana Islands, Guam and Saipan. Carnegie Inst. Wash. Publ. 228A. vii + 116pp., 14 pl.
- Hadfield, M.G., S.E. Miller, and A.H. Carwile. 1993. The decimation of endemic Hawaiian tree snails by alien predators. *Amer. Zoologist*, 33:620-622.
- Hadfield, M. G., and J.E. Saufler, 2009. The demographics of destruction: isolated populations of arboreal snails and sustained predation by rats on the island of Moloka'i 1982–2006. *Biological Invasions*, 11: 1595–1609.
- Hall, K. T., and M. G. Hadfield. 2009. Application of harmonic radar technology to monitor tree snail dispersal. *Invertebrate Biology* 128(1):9: 9-15.  
<https://onlinelibrary.wiley.com/doi/abs/10.1111/j.1744-7410.2008.00163.x>
- Hopper, D. R., & Smith, B. D. (1992). Status of Tree Snails (Gastropoda: Partulidae) on Guam, with a Resurvey of Sites Studied by H. E. Crampton in 1920. *Pacific Science*, 46:77-85.
- Murray, J., M.S. Johnson, and B. Clarke. 1982. Microhabitat differences among genetically similar species of *Partula*. *Evolution* 36(2) pp. 316-325.
- Smith, B.D. 1995. Tree snails, tropical storms, and drought in the Mariana Islands. (Abstract only). Programs and abstracts, American Malacological Union, 61st Annual Meeting, Hilo, Hawaii.
- Smith, B. D., R. Cooper-Nurse, and A.M. Gawel. 2008. Survey of endangered tree snails on Navy- owned lands in Guam. Prepared for the U.S. Navy by Marine Laboratory, University of Guam, Mangilao. 22 pp.
- Federal Register Documents:
- 80 FR 59423-59497 Endangered and Threatened Wildlife and Plants; Endangered Status for 16 Species and Threatened Status for 7 Species in Micronesia; Final Rule, Federal Register / Vol. 80, No. 190 (Thursday, October 1, 2015) Rules and Regulations