

**EXBIHIT L**  
**STANDARD DOT TITLE VI ASSURANCES**  
**CONTRACTOR CONTRACTUAL REQUIREMENTS**

GACS RFP No.: RFP2-2018-003

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

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

**A. Compliance with Regulations.** The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, “DOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

**B. Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract cover a program set forth in Appendix B of the Regulations.

**C. Solicitations for Subcontracts.** Including Procurement of Materials and Equipment. In all notifications either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor’s obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

**D. Information and Reports.** The contractor shall provide all information and reports required by the Regulations or directive issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

**E. Sanctions for Noncompliance.** In the event of the contractor’s noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the contractor under the contract until the contractor complies, and/or

2. Cancellation, termination, or suspension of the contract, in whole or in part.

**F. *Incorporation of Provisions.*** The contractor shall include the provisions of paragraph 1 through 5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contract becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Dated at Hagåtña, Guam, on \_\_\_\_\_.

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