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DEPARTMENT OF ADMINISTRATION

GENERAL SERVICES AGENCY

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May 4, 2021

INVITATION FOR BID

GSA-027-21

Office Space Lease (DISID)

AMENDMENT #1

1. Amend pages 33 of 40 through 40 of 40.

From:

Pages 33 of 40 through 40 of 40

To Now Read and replace with:

Pages 33 of 41 through 41 of 41

All others remain unchanged.


CLAUDIA S. ACFALLE
Chief Procurement Officer

Please Print

Acknowledgement Copy (Re-Fax to GSA)

Received By: _____

Date: _____

Company Name: _____

Fax to: 475-1727 or 472-4217

Email to: gsaprourement@gsadoa.guam.gov

ITEM NO.	DESCRIPTION	QTY	UOM	MONTHLY COST	ANNUAL COST
1.1	Office Space Lease For DISID' s Director's Office and Division of Support Services				

The Department of Integrated Services for Individuals with Disabilities (DISID) is interested in leasing approximately 5,300 sq. ft. rentable square feet located on the first floor of building located in Hagatna or Taumuning, Guam. Office Space (7), Reception Area, Conference Room (1), Client Intake room (2), a file & storage room, copier & supplies room, and employee lounge area that includes a mini kitchen with adequate electrical, internet, telephone & intake/outtake air circulation available for use. Available for use by employees, furnishings, and equipment. Must have an ADA compliant restroom in for clients and/or employees. Must have 24/7 access and air conditioning to be used when required at no extra cost to tenant. Power, water and common area fees to be included. Building shall meet the requirements of A.D.A, OSHA, safety and fire codes. Must have full adequate means of ingress and egress, must be of concrete structure, and must be contiguous on one floor. Space shall be in a new or modern office building located in the vicinity of Hagatna or Tamuning. No janitorial services needed.

SPECIFICATIONS:

BIDDING ON/REMARKS:

OFFICE BUILDING:

The office space shall be contiguous on one floor.
The building shall meet the current and approved Guam International Building Code to include current ADA, OSHA, Safety and fire codes.

Must have full adequate means of ingress and egress at all times,
Must meet the typhoon and earthquake requirement of Guam.
The office space shall be located in the Municipality of Hagatna or Tamuning and comply with the requirements of Chapter 61 (Zoning Law) Title 21 (Real Property) Guam Code Annotated (GCA).
Total office space shall be 5,300 sq. ft. and exclusive of common area such as lobby, elevator, hallways, latrine and electrical room. Access door to DISID office must have a minimum of one (1) ADA compliant automatic door. Entire building and parking must be ADA compliant.

LOCATION:

Preferred location is within the vicinity of Hagatna or Tamuning. Site must not be In a flood-prone area or subject to flooding or Susceptible to water run-off coming from abutting Or adjacent properties.

TELEPHONES:

Telephone jacks must be immediately available. DISID will incur cost for telephone services. Bidder is responsible for jack installations, minimum of (9) lines.

PARKING STALLS:

Parking stalls shall accommodate a minimum of ten (10) vehicles that Include employees Privately owned vehicles, official vehicles, and Public Parking. Minimum of two (2) parking stalls shall be accessible to the disabled with one (1) being van accessible; must be ADA compliant. Parking stalls shall be clearly marked on asphalt concrete or similar pavement material.

SPECIFICATIONS:

BIDDING ON/REMARKS:

BUILDING SIGNAGE:

Bidder shall provide directional and location signage for DISID office site.

NETWORK CONNECTIVITY:

The bidder shall provide the capability for wired and wireless network connectivity. Bidder shall provide the main networking area with a high rise floor system to house the main servers and other networking equipment specified by tenant (DISID).

POST-DISASTER PROCEDURES:

Post-Disaster procedures shall include opening typhoon shutters, removal of debris blocking access to DISID offices, cleaning external windows and floors, assessing internal damages, and ensuring proper drainage both internal and external to the building. Tenant shall be able to begin operations within twenty-four (24) hours after the official issuance of the “all clear” notice from the Office of Civil Defense.

RENOVATIONS/MODIFICATIONS:

All renovations and modifications of the building shall be made to the Satisfaction of the tenant within reason of the total square footage desired. Bidder must perform reasonable build out to the meet needs of the tenant (DISID).

BUILDING CODES:

Bidder shall ensure that building is in compliance with all current local building codes and statues, (i.e. building, fire, safety, ADA, OSHA, etc.)

EMERGENCY DISASTER PLAN:

Bidder shall provide tenant with an emergency disaster plan, to include, But not limited to, emergency lighting, building evacuation, typhoon Shutters and bidder’s emergency contact numbers.

NO SECURITY DEPOSIT:

No security deposit shall be required including first and last month’s Rent.

RENTAL COST TO THE GOVERNMENT SHALL INCLUDE THE FOLLOWING

<u>SPECIFICATIONS:</u>	<u>BIDDING ON / REMARKS:</u>
a) <u>UTILITIES:</u> All rental costs associated shall be inclusive with power and water supply.	<hr/>
b) <u>STANDBY GENERATOR:</u> Shall have an operable standby generator with automatic transfer switch with sufficient capacity to operate the entire facility during power outages. The Bidder shall provide operations and maintenance of the generator.	<hr/>
c) <u>AIR-CONDITIONING UNITS:</u> Sufficient to supply office space requirements.	<hr/>
d) <u>PEST CONTROL SERVICES:</u> Shall be done at least once every quarter.	<hr/>
e) <u>BUILDING MAINTENANCE:</u> To include replacement of burnt bulbs, draining of sewage, urinal backups, and normal repairs, clean parking stalls, mowing grass, tree trimming, alterations/renovations/modifications, including doors, windows, and door locks.	<hr/>
f) <u>TRASH COLLECTION:</u> Shall provide trash collection at least once a week.	<hr/>
g) <u>JANITORIAL SERVICES:</u> Includes daily emptying of trash containers and cleaning of restrooms; weekly sweeping, vacuuming, mopping, dusting; cleaning of windows, and bi-annual buffing and waxing of floors.	<hr/>
h) <u>AIR-CONDITIONING MAINTENANCE:</u> Full service maintenance shall be conducted at least once a quarter.	<hr/>
i) <u>GROUNDS MAINTENANCE:</u> Cleaning of the surrounding areas of the building, such as grass cutting, trimming of plants, etc.	<hr/>
j) <u>SECURITY SERVICES</u>	<hr/>
k) <u>EXTERIOR CAMERA SURVEILLANCE</u>	<hr/>

ADDITIONAL CONTRACT TERMS: (ATTACHED)

These specifications have been prepared by Ms. Phyliss Leon Guerrero, Director, Department of Integrated Services for Individuals with Disabilities (DISID)

Reminder

The successful Bidder(s) shall provide a copy of all of its current, valid, appropriate Guam Business License/Contractor's License/Specialty License, upon entering a contract with the Government of Guam. In Reference to Supplies or Services for this Bid.

Contract Terms applicable to IFB

Landlord desires to lease the Land and the Building to Tenant upon the terms and conditions set forth herein, and Tenant desires to lease such Land and Building from Landlord upon the terms and conditions set forth herein.

In consideration of the premises and the terms, covenants and conditions contained herein, Landlord and Tenant agree as follows.

1. **Premises:** Landlord hereby leases to Tenant, and Tenant leases from Landlord, under the terms, covenants and conditions contained in Invitation for Bid: GSA-027-21 this lease, the Land and the Building (collectively, the "Premises").

2. **Term:** The term of this lease ("Term") shall be for a period of One (1) year, "twelve months" period commencing on the date of execution of this lease (_____) unless sooner terminated or extended as hereinafter provided. In accordance with the Title 5 of the Guam Code Annotated, §22401, (5 GCA §22401), this lease is at all times subject to appropriation and availability of government funds.

3. **Rent:**

(a) Tenant agrees to pay to Landlord a rental fee ("Rent") of _____ (US _____) per square foot of Floor Area, per month, for the Premises, without deduction, set-off, prior notice or demand, beginning on the lease Commencement Date and continuing on the first day of every month thereafter, during the Term of this lease. In the event the Term of this lease begins or ends on a date that is not the first day of a month, the Rent will be prorated as of that date based upon the number of days in the applicable calendar month. Payments of Rent for the initial Term will commence at the end of two months after the lease Commencement Date ("Rent Commencement Date").

(b) The parties acknowledge that Tenant may take possession of the Premises prior to Landlord's completion of the Tenant Improvements. Beginning on the Rent Commencement Date and continuing through the ninth month of the initial Term, Tenant may pay a prorated amount of Rent based upon that portion of the Premises for which Landlord has completed the Tenant Improvements and turned over possession to Tenant. Notwithstanding the foregoing, however, in no event shall such prorated Rent be less than _____ cents (US \$._____) per square foot per month. Tenant shall have no such right to prorate the Rent after the ninth month of the initial Term, except as otherwise provided by this agreement.

(c) Tenant shall make all payments of Rent to Landlord or to the duly appointed agent or representative of Landlord. The procedure for Tenant's payment of Rent shall be as follows:

(i) Landlord will present an invoice for Rent for the Subsequent month on or before the fifteenth (15th) day of the preceding month.

(ii) Landlord shall receive payment of the Rent in full no later than the last day of the subsequent month, or the first day of the ensuing month.

(iii) All past due Rent and other payments shall accrue interest at the rate as allowed for by Title 5 of the Guam Code Annotated §22502, otherwise known as the Prompt Payment Act.

4. Option to Extend. **(At the "Sole Discretion of the Government")**

(a) Provided Tenant is not in default under this lease, Tenant may extend the term of this lease, on an annual basis, for additional two (2) years upon the availability of funds with no change in monthly rate throughout the duration of the lease term. (each, an "Extension Term"), for one (1) year periods. Tenant shall give Landlord written notice of its intent not to extend the Term or Extension Term, as applicable, at least sixty (60) days prior to the expiration of the prior Term or Extension Term, as applicable.

(b) Tenant's tenancy during any Extension Term shall be upon the same terms, covenants, and conditions as provided in this lease for the initial Term.

5. Purpose: Tenant shall use the Premises at all times solely for the purpose of office space. It shall be the obligation of Tenant to obtain any and all licenses and permits necessary for such purpose. The Premises shall be only for the actual use and occupancy by Tenant and/or other agencies of the government of Guam.

6. Assignment/Lease. Tenant shall not assign, sublet or part with possession of any of the Premises without the prior written consent of Landlord which shall not be unreasonably withheld.

7. Alterations:

(a) No alteration, addition or improvement to the Premises shall be made by Tenant without the prior written consent of Landlord which shall not be unreasonably withheld. Landlord may, without limitation condition its consent upon and may require approval by Landlord of workmanship; approval by Landlord of contractors; and performance and payment bonds if reasonable explanation is provided.

(b) Any alteration, addition or improvement made by Tenant after such consent shall be given, and any permanent fixtures installed as a part of the Premises may, at Tenant's sole option, become the property of Landlord upon the expiration or other sooner termination of this lease.

(c) Tenant shall repair and restore all damage to the Premises caused by removal of any alterations, additions, improvements or fixtures in the Premises. Tenant's obligations under this provision shall expire at the end of this lease.

(d) Landlord's consent to any Tenant alterations refers only to the conformity of such alterations to the general architectural plan for the Premises. Such alterations are not reviewed or approved for architectural, structural or engineering design, and Landlord, by reviewing and approving such alterations, assumes no liability or responsibility thereof or for any defect in any alteration constructed by Tenant or for any claims, losses, liabilities, injuries to property or persons (including, without limitation, death) resulting from Tenant's compliance with such plans or specifications or noncompliance therewith. Tenant's obligations under this provision shall expire on the expiration or termination of this lease.

8. **Nuisance:** Tenant shall not permit on the Premises any unlawful acts, or any condition, act or thing constituting a public or private nuisance.

9. **Maintenance and Repairs:** Landlord shall, at its sole cost and expense, keep and maintain the Premises and appurtenances and every part thereof in good and sanitary order, condition and repair. All normal maintenance of the Premises including, without limitation, the Building, parking area, driveways, entrances and exits, replacement of burnt out light bulbs/tubes, draining of sewage, urinal backups, normal repairs, alterations/renovations, to include door, windows and door locks will be carried out by Landlord.

Landlord shall have the right to temporarily close or restrict access to any of the Land and to make changes including, without limitation, changes in the location of driveways, entrances, exists, parking areas and traffic flow.

In the event that Landlord shall have to temporarily close or restrict access to any part of the premises, Landlord shall give Tenant reasonable notice, and conduct any closure or restriction of access so as to minimize any disruption to Tenant's business. If any closure is deemed by the Tenant to interfere with its generations, the Tenant shall have the right to terminate this agreement without penalty.

10. **Holding Over:** If Tenant shall remain in possession of the Premises after the expiration of the Term or any Extension Term of this lease, such possession shall be as a month-to-month. During such month-to-month tenancy rent shall be payable monthly under the same terms and conditions set forth in this lease for the payment of Rent, at a monthly rate equal to the Rent rate payable during the Term or last Extended Term of the lease.

11. **Utilities:** Landlord shall be solely liable for and shall pay for, as the same become due, all utilities including, without limitation, power (electricity) and water furnished to the Premises or used by Tenant "Business Hours". Notwithstanding the foregoing, however, Tenant shall be solely liable for and shall pay for (a) all utilities related to Tenant's telephone, data and communications, and (b) all other utility usage during hours outside of the Business Hours. **Landlord, at Landlord's sole expense, shall install the necessary metering system and timing device to track utility usage during Business Hours and non-Business Hours.**

12. **Condition of Premises:** Prior to the commencement of the Term of this lease, Tenant inspected the Premises, and Tenant is fully informed and aware of their condition and state of repair. Tenant hereby accepts the Premises and every part thereof "as is" in their existing condition.

Renovation/Modifications as stated in the "Invitation for Bid GSA-027-21. All renovations/modifications of the building shall be made to the satisfaction of the (Department of Integrated Services for Individuals with Disabilities) within reason of the total square footage desired. Renovation/Modifications shall be approved and inspected by Tenant(s).

13. **Surrender of Premises:** Upon the expiration or termination of this lease, Tenant shall peaceably quit and surrender the Premises in good, clean order and condition, ordinary wear and tear excepted, and shall, at its sole cost and expense, remove all its property and waste therefrom.

14. **Liens:** Tenant shall at all times keep the Premises and any portion thereof free and clear of all and any liens and encumbrances, including mechanics' and material men's liens.

15. **Casualty Loss:**

(a) If the Premises shall be destroyed by fire or other casualty without the fault or neglect of Tenant, its servants, employees, agents, visitors, or licensees, the damage shall be repaired by Landlord, provided such repairs can be made within sixty (60) days under the laws and regulations of applicable governmental authorities, and provided further, such destruction results from a cause within the coverage of insurance policies Landlord shall have in effect covering the Premises and the proceeds from such insurance policies are made available to Landlord to make such repairs. Such destruction shall neither annul or void this lease, except that Tenant shall be entitled to a proportionate reduction of Rent while the repairs are being made, any such proportionate Rent reduction being based on the part of the Premises which has been destroyed and is not usable by Tenant. However, if such destruction is due to the fault or neglect of Tenant, its servants, employees, agents, visitors, or licensees, without prejudice to any other rights and remedies of Landlord and without prejudice to the rights of subrogation of Landlord's insurer, the damage may be repaired by Landlord, but in such case there shall not be apportionment or abatement of Rent. If the repairs cannot be made in the specified time or the other conditions set forth above to making said repairs have not been met, Landlord may, at Landlord's sole option, make the repairs within a reasonable time, this lease continuing in full force and effect and the Rent shall be proportionately abated except as otherwise provided herein above. In the event that Landlord does not elect to make said repairs, or the repairs cannot be made within sixty (60) days under current laws and regulations of the applicable governmental authorities, this lease may be terminated at the option of either party upon written notice to the other. Notwithstanding anything to the contrary, if the Premises are partially or totally destroyed or damaged during the last six (6) months of the term of this lease, Landlord may, at its sole option, cancel and terminate this lease as of the date of the destruction or casualty by giving written notice to Tenant of its election to terminate this lease. In the event Landlord gives the foregoing notice, Tenant may continue in occupancy of so much of the Premises as are safely habitable until the end of the current Term or Extension Term, in which case Rent shall be prorated based upon the percentage of the Premises which Tenant continues to occupy.

(b) Landlord shall be required to carry insurance on Tenant's property and shall be obligated to repair any damage thereto or replace the same, except as provided for in this agreement.

16. **Eminent Domain:** In the event shall all or a substantial part of the Premises shall be taken or condemned for a public or quasi-public use this lease shall terminate.

17. **Security:**

(a) Landlord shall be solely responsible for providing security alarm systems and electrical locks and codes on main and exist doorways.

18. Subordination:

(a) This lease is subject and subordinate to all mortgages which may now or hereafter affect the Land and the Building, and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instrument of subordination shall be necessary; however, to confirm such subordination, Tenant shall promptly execute and deliver to Landlord or its designee any subordination certificate or document that may request.

(b) Within twenty (20) days after request therefore by Landlord, Tenant agrees to deliver in recordable form a certification or other document to any proposed mortgagee or assignee, certifying (if such be the case) that this lease is in full force and effect and that there are no defenses or offsets thereto, or stating those claimed by Tenant. Failure of Tenant to respond within said time twenty (20) days shall constitute a binding admission by Tenant that this lease is in full force and effect.

19. Inspection: Upon reasonable notice and request, Tenant shall permit their agents or representatives to enter the Premises to examine and inspect the same, during normal business hours.

20. Default: Each of the following events shall constitute a default or breach of this lease by Tenant:

(a) A violation or failure to comply with any term, condition, covenant or provision of this lease;

(b) If Tenant shall file a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or shall voluntarily take advantage of any such act by answer or otherwise, or shall make an assignment for the benefit of creditors;

(c) If involuntary proceedings under any bankruptcy law or insolvency act shall be instituted against Tenant, or if a receiver or trustee shall be appointed for all or substantially all of the property of Tenant, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within thirty (30) days after the institution or appointment.

21. Taxes and Assessments. Landlord shall pay any real estate taxes and assessments attributable to the Premises.

22. Attorney's Fees. In those instances where the Government Claims Act applies to a breach of this lease by the Tenant; attorney's fees and costs of the person or entity claiming against the Tenant are not recoverable.

23. Waiver. The waiver by Landlord of any default of any term, covenant, condition or provision of this lease shall not be deemed to be a waiver of any subsequent breach of the same, and shall not be deemed the waiver of any other term, covenant, condition or provision of this lease.

24. Notices. All notices to be given to the parties hereto, may be given in writing delivered to the other party at its principal place of business, in person, or by depositing the notice in the mail, postage prepaid and addressed to the appropriate party as follows:

LANDLORD:

TENANT: **Procuring Agency Address**
Attn: Department of Integrated Services for Individuals with Disabilities (DISID)

25. Time is of the Essence. Time is of the essence for all provisions of this lease.

26. Binding Effect. Except as otherwise provided herein, this lease shall be binding upon and inure to the benefit of Landlord, Tenant and their respective heirs, successors and permitted assigns.

27. Interpretation and Definitions. The language in all parts of this lease shall in all cases be simply construed according to its fair meaning and not strictly for or against Landlord or Tenant. Captions of articles, sections, and paragraphs of this lease are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this lease.

28. Entire Agreement. This lease contains the entire agreement of the parties relating to the Premises, and no prior agreement or understanding pertaining to the Premises and Tenant’s occupancy of the same shall be valid or of any force or effect, and this lease cannot be modified or changed except in writing, signed by the parties hereto.

29. Governing Law. This lease shall be governed by the laws of Guam.

30. Counterparts. This lease may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This lease may be executed by all parties on separate dates, where the latest signing date would signify the commencement of this lease agreement.