



GENERAL SERVICES AGENCY

(Ahensian Setbision Hinirat)

Government of Guam

148 Route 1 Marine Drive, Piti Guam 96915

Tel: 475-1713 *Telefax: 472-4217; 475-1716; 475-1727

Accountability	*	Impartiality	*	Competence	*	Openness	*	Value
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INVITATION FOR BID NO.: GSA-014-23

DESCRIPTION:

OFFICE SPACE LEASE (DPHSS FEDERAL PROGRAMS)

SPECIAL REMINDER TO PROSPECTIVE BIDDERS

Bidders are reminded to read the Sealed Bid Solicitation and Instructions, and General Terms and Conditions attached to the IFB to ascertain that all of the following requirements checked below are submitted in the bid envelope, in duplicate, at the date and time for bid opening.

- (X) **BID GUARANTEE (15% of Bid Amount) May be in the form of;**
Reference Page 23, 24 ¶11 & ¶13 of 51 in the General Terms and Conditions
- a. Cashier's Check or Certified Check
 - b. Letter of Credit
 - c. Surety Bond – Valid only if accompanied by:
 - 1. Current Certificate of Authority issued by the Insurance Commissioner;
 - 2. Power of Attorney issued by the Surety to the Resident General Agent;
 - 3. Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on their behalf.
- () **BROCHURES/DESCRIPTIVE LITERATURE;**
- (X) **AFFIDAVIT DISCLOSING OWNERSHIP INFLUENCE, COMMISSION AND CONFLICTS OF INTEREST (To avoid further delays Affidavit may be submitted with package at time of bid opening date however MUST be submitted prior to an award).**
- a. Date of signature of the person authorized to sign the bid and the notary date must be the same.
- (X) **OTHER REQUIREMENTS:**
Affidavit re Ethical Standards, Affidavit re No Gratuities or Kickbacks, Special Provision; Restriction Against Sexual Offenders, Affidavit D.O.L. Wage Determination, Affidavit re Non-Collusion, Affidavit re Contingent Fees,
- (X) **CURRENT BUSINESS LICENSE/CONTRACTOR'S LICENSE/SPECIALTY LICENSE IN REFERENCE TO SUPPLIES OR SERVICES FOR THIS BID must be submitted prior to an award.**

This reminder must be signed and returned in the bid envelope together with the bid. Failure to comply with the above requirements may be cause for disqualification and rejection of the bid.

On this _____ day of _____, 202____, I _____,

authorized representative of _____ acknowledge receipt of this special reminder to prospective bidders with the above referenced IFB.

Bidder Representative's Signature

Invitation for Bid: GSA-014-23

OFFICE SPACE LEASE (DPHSS FEDERAL PROGRAMS)

ACKNOWLEDGEMENT RECEIPT FORM

Please be advised that to be considered a prospective bidder you must fill out this Acknowledgement receipt form. Please submit form by Fax to 475-1727 and email to gsaprocurement@gsadoa.guam.gov

Acknowledgement Receipt Form must be submitted no later than three (3) days upon receipt of IFB package.

Name	<div></div>
Signature	<div></div>
Date	<div></div>
Time	<div></div>
Contact Number	<div></div>
Fax Number	<div></div>
Contact Person regarding IFB	<div></div>
Title	<div></div>
E-Mail Address	<div></div>
Company/Firm	<div></div>
Address	<div></div>

Note: GSA recommends that prospective bidders register current contact Information with GSA to ensure they receive any notices regarding any changes or update to the IFB. The procuring agency and GSA will not be liable for failure to provide notice to any party who did not register current contact information.

All questions and concerns in regards to this bid must be submitted to the General Services Agency via fax attention to the Chief Procurement Officer no later than January 18, 2023 close of business at 5:00pm.

Reference Page 28 of 51 #2(e) - No Entitlement To Preparation Costs – The bidder expressly waives any right it may have against the government for any expenses incurred in connection with the preparation of its bid.

Reference Page 28 of 51 #5 ACKNOWLEDGEMENT OF AMENDMENTS TO SOLICITATIONS: Receipt of an amendment to a Solicitation by a bidder must be acknowledged by signing an acknowledgement of receipt of the amendment. Such acknowledgement must be received prior to the hour and date specified for receipt of bids.

INVITATION FOR BID

ISSUING OFFICE:

GENERAL SERVICES AGENCY
GOVERNMENT OF GUAM
148 ROUTE 1, MARINE DRIVE
PITI, GUAM 96915

 1/13/23
CLAUDIA S. ACFALLE
Chief Procurement Officer

DATE ISSUED: 01/13/2023

BID INVITATION NO: GSA-014-23

BID FOR: OFFICE SPACE LEASE (DPHSS FEDERAL PROGRAMS)

SPECIFICATION: SEE ATTACHED

DESTINATION: Department of Public Health and Social Services

REQUIRED DELIVERY DATE: 90 Days Upon Receipt of Purchase Order. For a Period of Three (3) Years with an Option to Renew on a Year to Year basis for Two (2) Additional Years. Term may be renewed yearly with no change in monthly rate throughout the duration of the lease term upon the availability of funds. (Extensions and Renewals will be at the "Sole Discretion of the Government").

INSTRUCTION TO BIDDERS:

INDICATE WHETHER: _____ INDIVIDUAL _____ PARTNERSHIP _____ CORPORATION

INCORPORATED IN: _____

This bid shall be submitted in duplicate and sealed to the issuing office above no later than (Time) 10:00 AM, Date: 01/31/2023 and shall be publicly opened. Bid submitted after the time and date specified above shall be rejected. Submission of a bid or quote indicates acceptance of all terms and conditions by the bidder. See attached General Terms and Conditions, and Sealed Bid Solicitation for details.

The undersigned offers and agrees to furnish within the time specified, the articles and services at the price stated opposite the respective items listed on the schedule provided, unless otherwise specified by the bidder. In consideration to the expense of the Government in opening, tabulating, and evaluating this and other bids, and other considerations, the undersigned agrees that this bid remain firm and irrevocable within 90 calendar days from the date opening to supply any or all the items which prices are quoted.

NAME AND ADDRESS OF BIDDER:

SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS BID:

AWARD: CONTRACT NO.: _____ AMOUNT: _____ DATE: _____

ITEM NO(S). AWARDED: _____

CONTRACTING OFFICER:

CLAUDIA S. ACFALLE
Chief Procurement Officer

NAME AND ADDRESS OF CONTRACTOR:

SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS CONTRACT:

AFFIDAVIT RE ETHICAL STANDARDS

CITY OF _____)
) ss.
ISLAND OF GUAM)

_____ [state name of affiant signing below], being first duly sworn, deposes and says that:

The affiant is _____ [state one of the following: the offeror, a partner of the offeror, an officer of the offeror] making the foregoing identified bid or proposal. To the best of affiant’s knowledge, neither affiant nor any officers, representatives, agents, subcontractors or employees of offeror have knowingly influenced any government of Guam employee to breach any of the ethical standards set forth in 5 GCA Chapter 5, Article 11. Further, affiant promises that neither he or she, nor any officer, representative, agent, subcontractor, or employee of offeror will knowingly influence any government of Guam employee to breach any ethical standards set forth in 5 GCA Chapter 5, Article 11. These statements are made pursuant to 2 GAR Division 4 § 11103(b).

Signature of one of the following:
Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me this _____ day of _____, 202__.

NOTARY PUBLIC
My commission expires _____, _____.

AFFIDAVIT re NO GRATUITIES or KICKBACKS

CITY OF _____)
) ss.
ISLAND OF GUAM)

_____ [state name of affiant signing below],
being first duly sworn, deposes and says that:

1. The name of the offering firm or individual is [state name of offeror company] _____ Affiant is _____ [state one of the following: the offeror, a partner of the offeror, an officer of the offeror] making the foregoing identified bid or proposal.

2. To the best of affiant's knowledge, neither affiant, nor any of the offerors officers, representatives, agents, subcontractors, or employees have violated, are violating the prohibition against gratuities and kickbacks set forth in 2 GAR Division 4 § 11107(e). Further, affiant promises, on behalf of offeror, not to violate the prohibition against gratuities and kickbacks as set forth in 2 GAR Division 4 § 11107(e).

3. To the best of affiant's knowledge, neither affiant, nor any of the offerors officers, representatives, agents, subcontractors, or employees have offered, given or agreed to give, any government of Guam employee or former government employee, any payment, gift, kickback, gratuity or offer of employment in connection with the offerors proposal.

4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of the offerors officers, representatives, agents, subcontractors, and employees.

Signature of one of the following:
Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me this _____ day of _____, 202__.

NOTARY PUBLIC
My commission expires _____, _____.

Special Provisions

Restriction against Sex Offenders Employed by service providers to Government of Guam from working on Government Property.

If a contract for services is awarded to the bidder or offeror, then the service provider must warrant that no person in its employment who has been convicted of a sex offense under the provisions of chapter 25 of Title 9 of Guam code Annotated or of an offense defined in Article 2 of chapter 28 of Title 9 of the Guam Code annotated, or who has been convicted in any other jurisdiction of an offense with the same elements as heretofore defined, or who is listed on the Sex Offender Registry, shall provide services on behalf of the service provider while on government of Guam property, with the exception of public highways. If any employee of a service provider is providing services on government property and is convicted subsequent to an award of a contract, then the service provider warrants that it will notify the Government of the conviction within twenty-four (24) hours of the conviction, and will immediately remove such convicted person from providing services on government property. If the service provider is found to be in violation of any of the provisions of this paragraph, then the government will give notice to the service provider to take corrective action. The service provider shall take corrective action within twenty-four (24) hours of notice from the Government, and the service provider shall notify the Government when action has been taken. If the service providers fail to take corrective steps within twenty-four (24) hours of notice from the Government, then the Government in its sole discretion may suspend temporarily and contract for services until corrective action has been taken.

Signature of Bidder Proposer, if an individual; Partner, if a partnership; Officer, if a corporation.	Date
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Subscribed and sworn before me this _____ day of _____, 202__

NOTARY PUBLIC

My commission expires, _____, _____.

FORM E

DECLARATION RE COMPLIANCE WITH U.S. D.O.L. WAGE DETERMINATION

Procurement No: **GSA-014-23**
OFFICE SPACE LEASE - (DPHSS FEDERAL PROGRAMS)

Name of Offeror Company: _____ hereby
certifies under penalty of perjury:

- (1) That I am _____ (the offeror, a partner of the offeror,
an officer of the offeror) making the bid or proposal in the foregoing identified
procurement;
- (2) That I have read and understand the provisions of 5 GCA § 5801 and § 5802 which
read:

§ 5801. Wage Determination Established.

In such cases where the government of Guam enters into contractual arrangements with a sole proprietorship, a partnership or a corporation ("contractor") for the provision of a service to the government of Guam, and in such cases where the contractor employs a person(s) whose purpose, in whole or in part, is the direct delivery of service contracted by the government of Guam, then the contractor shall pay such employee(s) in accordance with the Wage Determination for Guam and the Northern Mariana Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct delivery of contract deliverables to the government of Guam.

The Wage Determination most recently issued by the U.S. Department of Labor at the time a contract is awarded to a contractor by the government of Guam shall be used to determine wages, which shall be paid to employees pursuant to this Article. Should any contract contain a renewal clause, then at the time of renewal adjustments, there shall be made stipulations contained in that contract for applying the Wage Determination, as required by this Article, so that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date shall apply.

§ 5802. Benefits.

In addition to the Wage Determination detailed in this Article, any contract to which this Article applies shall also contain provisions mandating health and similar benefits for employees covered by this Article, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor, and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employee.

- (3) That the offeror is in full compliance with 5 GCA § 5801 and § 5802, as may be
applicable to the procurement referenced herein;
- (4) That I have attached the most recent wage determination applicable to Guam issued
by the U.S. Department of Labor. [INSTRUCTIONS – Please attach!]

Signature

Date

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026.

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
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The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

States: Guam, Northern Marianas, Wake Island
Area: Guam Statewide
Northern Marianas Statewide
Wake Island Statewide

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.27***
01012 - Accounting Clerk II		16.02***
01013 - Accounting Clerk III		17.93
01020 - Administrative Assistant		21.43
01035 - Court Reporter		17.40
01041 - Customer Service Representative I		12.66***
01042 - Customer Service Representative II		14.23***
01043 - Customer Service Representative III		15.53***
01051 - Data Entry Operator I		12.15***
01052 - Data Entry Operator II		13.25***
01060 - Dispatcher, Motor Vehicle		17.39
01070 - Document Preparation Clerk		13.85***
01090 - Duplicating Machine Operator		13.85***
01111 - General Clerk I		11.08***
01112 - General Clerk II		12.09***
01113 - General Clerk III		13.57***
01120 - Housing Referral Assistant		19.39
01141 - Messenger Courier		11.37***
01191 - Order Clerk I		12.57***
01192 - Order Clerk II		13.71***
01261 - Personnel Assistant (Employment) I		15.95***
01262 - Personnel Assistant (Employment) II		17.85
01263 - Personnel Assistant (Employment) III		19.89
01270 - Production Control Clerk		22.97
01290 - Rental Clerk		11.10***
01300 - Scheduler, Maintenance		15.55***
01311 - Secretary I		15.55***
01312 - Secretary II		17.40

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01313 - Secretary III		19.39
01320 - Service Order Dispatcher		15.40***
01410 - Supply Technician		21.43
01420 - Survey Worker		16.96
01460 - Switchboard Operator/Receptionist		10.78***
01531 - Travel Clerk I		13.01***
01532 - Travel Clerk II		14.12***
01533 - Travel Clerk III		15.09***
01611 - Word Processor I		14.53***
01612 - Word Processor II		16.31
01613 - Word Processor III		18.26
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		17.01
05010 - Automotive Electrician		15.97***
05040 - Automotive Glass Installer		14.94***
05070 - Automotive Worker		14.94***
05110 - Mobile Equipment Servicer		12.82***
05130 - Motor Equipment Metal Mechanic		17.01
05160 - Motor Equipment Metal Worker		14.94***
05190 - Motor Vehicle Mechanic		17.01
05220 - Motor Vehicle Mechanic Helper		11.73***
05250 - Motor Vehicle Upholstery Worker		13.90***
05280 - Motor Vehicle Wrecker		14.94***
05310 - Painter, Automotive		15.97***
05340 - Radiator Repair Specialist		14.94***
05370 - Tire Repairer		12.67***
05400 - Transmission Repair Specialist		17.01
07000 - Food Preparation And Service Occupations		
07010 - Baker		10.89***
07041 - Cook I		14.44***
07042 - Cook II		16.84
07070 - Dishwasher		9.35***
07130 - Food Service Worker		9.69***
07210 - Meat Cutter		12.13***
07260 - Waiter/Waitress		9.45***
09000 - Furniture Maintenance And Repair Occupations		
09010 - Electrostatic Spray Painter		18.04
09040 - Furniture Handler		10.95***
09080 - Furniture Refinisher		18.04
09090 - Furniture Refinisher Helper		13.27***
09110 - Furniture Repairer, Minor		15.70***
09130 - Upholsterer		18.04
11000 - General Services And Support Occupations		
11030 - Cleaner, Vehicles		9.35***
11060 - Elevator Operator		9.54***
11090 - Gardener		14.28***
11122 - Housekeeping Aide		9.54***
11150 - Janitor		9.54***
11210 - Laborer, Grounds Maintenance		10.79***
11240 - Maid or Houseman		9.39***
11260 - Pruner		9.66***
11270 - Tractor Operator		13.07***
11330 - Trail Maintenance Worker		10.79***
11360 - Window Cleaner		10.66***
12000 - Health Occupations		
12010 - Ambulance Driver		18.23
12011 - Breath Alcohol Technician		18.23
12012 - Certified Occupational Therapist Assistant		25.01
12015 - Certified Physical Therapist Assistant		25.01
12020 - Dental Assistant		17.94
12025 - Dental Hygienist		39.73
12030 - EKG Technician		27.43

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
12035 – Electro-neuro-diagnostic Technologist		27.43
12040 - Emergency Medical Technician		18.23
12071 - Licensed Practical Nurse I		16.30
12072 - Licensed Practical Nurse II		18.23
12073 - Licensed Practical Nurse III		20.32
12100 - Medical Assistant		12.26***
12130 - Medical Laboratory Technician		18.82
12160 - Medical Record Clerk		14.97***
12190 - Medical Record Technician		17.77
12195 - Medical Transcriptionist		16.30
12210 - Nuclear Medicine Technologist		40.06
12221 - Nursing Assistant I		12.21***
12222 - Nursing Assistant II		13.73***
12223 - Nursing Assistant III		14.98***
12224 - Nursing Assistant IV		16.82
12235 - Optical Dispenser		18.23
12236 - Optical Technician		16.30
12250 - Pharmacy Technician		15.49***
12280 - Phlebotomist		16.30
12305 - Radiologic Technologist		27.43
12311 - Registered Nurse I		23.18
12312 - Registered Nurse II		28.36
12313 - Registered Nurse II, Specialist		28.36
12314 - Registered Nurse III		34.32
12315 - Registered Nurse III, Anesthetist		34.32
12316 - Registered Nurse IV		41.13
12317 - Scheduler (Drug and Alcohol Testing)		22.58
12320 - Substance Abuse Treatment Counselor		22.58
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I		21.42
13012 - Exhibits Specialist II		26.53
13013 - Exhibits Specialist III		32.45
13041 - Illustrator I		21.42
13042 - Illustrator II		26.53
13043 - Illustrator III		32.45
13047 - Librarian		29.38
13050 - Library Aide/Clerk		17.05
13054 - Library Information Technology Systems Administrator		26.53
13058 - Library Technician		18.11
13061 - Media Specialist I		19.15
13062 - Media Specialist II		21.42
13063 - Media Specialist III		23.87
13071 - Photographer I		19.15
13072 - Photographer II		21.42
13073 - Photographer III		26.53
13074 - Photographer IV		32.45
13075 - Photographer V		39.27
13090 - Technical Order Library Clerk		21.42
13110 - Video Teleconference Technician		19.15
14000 - Information Technology Occupations		
14041 - Computer Operator I		15.71***
14042 - Computer Operator II		17.22
14043 - Computer Operator III		19.19
14044 - Computer Operator IV		21.33
14045 - Computer Operator V		23.62
14071 - Computer Programmer I	(see 1)	15.73***
14072 - Computer Programmer II	(see 1)	19.50
14073 - Computer Programmer III	(see 1)	23.84
14074 - Computer Programmer IV	(see 1)	

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
14101 - Computer Systems Analyst I	(see 1)	24.23
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		15.71***
14160 - Personal Computer Support Technician		21.33
14170 - System Support Specialist		21.24
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		24.23
15020 - Aircrew Training Devices Instructor (Rated)		29.32
15030 - Air Crew Training Devices Instructor (Pilot)		34.91
15050 - Computer Based Training Specialist / Instructor		24.23
15060 - Educational Technologist		27.61
15070 - Flight Instructor (Pilot)		34.91
15080 - Graphic Artist		20.47
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		34.91
15086 - Maintenance Test Pilot, Rotary Wing		34.91
15088 - Non-Maintenance Test/Co-Pilot		34.91
15090 - Technical Instructor		17.67
15095 - Technical Instructor/Course Developer		23.78
15110 - Test Proctor		15.70***
15120 - Tutor		15.70***
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.37***
16030 - Counter Attendant		10.37***
16040 - Dry Cleaner		11.84***
16070 - Finisher, Flatwork, Machine		10.37***
16090 - Presser, Hand		10.37***
16110 - Presser, Machine, Dry-cleaning		10.37***
16130 - Presser, Machine, Shirts		10.37***
16160 - Presser, Machine, Wearing Apparel, Laundry		10.37***
16190 - Sewing Machine Operator		12.34***
16220 - Tailor		12.83***
16250 - Washer, Machine		10.86***
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		19.46
19040 - Tool And Die Maker		24.46
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		13.96***
21030 - Material Coordinator		22.97
21040 - Material Expediter		22.97
21050 - Material Handling Laborer		11.43***
21071 - Order Filler		10.62***
21080 - Production Line Worker (Food Processing)		13.96***
21110 - Shipping Packer		17.12
21130 - Shipping/Receiving Clerk		17.12
21140 - Store Worker I		15.38***
21150 - Stock Clerk		21.62
21210 - Tools And Parts Attendant		13.96***
21410 - Warehouse Specialist		13.96***
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		25.04
23019 - Aircraft Logs and Records Technician		19.47
23021 - Aircraft Mechanic I		23.84
23022 - Aircraft Mechanic II		25.04
23023 - Aircraft Mechanic III		26.30
23040 - Aircraft Mechanic Helper		16.58
23050 - Aircraft, Painter		22.39
23060 - Aircraft Servicer		19.47
23070 - Aircraft Survival Flight Equipment Technician		22.39
23080 - Aircraft Worker		21.03

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		21.03
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II		23.84
23110 - Appliance Mechanic		19.46
23120 - Bicycle Repairer		15.61***
23125 - Cable Splicer		21.55
23130 - Carpenter, Maintenance		17.58
23140 - Carpet Layer		18.20
23160 - Electrician, Maintenance		18.21
23181 - Electronics Technician Maintenance I		18.20
23182 - Electronics Technician Maintenance II		19.46
23183 - Electronics Technician Maintenance III		20.72
23260 - Fabric Worker		16.94
23290 - Fire Alarm System Mechanic		16.77
23310 - Fire Extinguisher Repairer		15.61***
23311 - Fuel Distribution System Mechanic		20.72
23312 - Fuel Distribution System Operator		15.61***
23370 - General Maintenance Worker		13.21***
23380 - Ground Support Equipment Mechanic		23.84
23381 - Ground Support Equipment Servicer		19.47
23382 - Ground Support Equipment Worker		21.03
23391 - Gunsmith I		15.61***
23392 - Gunsmith II		18.20
23393 - Gunsmith III		20.72
23410 - Heating, Ventilation And Air-Conditioning Mechanic		17.88
23411 - Heating, Ventilation And Air Conditioning Mechanic (Research Facility)		19.02
23430 - Heavy Equipment Mechanic		19.50
23440 - Heavy Equipment Operator		17.98
23460 - Instrument Mechanic		20.72
23465 - Laboratory/Shelter Mechanic		19.46
23470 - Laborer		11.43***
23510 - Locksmith		19.46
23530 - Machinery Maintenance Mechanic		23.13
23550 - Machinist, Maintenance		20.72
23580 - Maintenance Trades Helper		10.99***
23591 - Metrology Technician I		20.72
23592 - Metrology Technician II		22.03
23593 - Metrology Technician III		23.33
23640 - Millwright		20.72
23710 - Office Appliance Repairer		19.46
23760 - Painter, Maintenance		15.49***
23790 - Pipefitter, Maintenance		18.39
23810 - Plumber, Maintenance		17.27
23820 - Pneudraulic Systems Mechanic		20.72
23850 - Rigger		20.72
23870 - Scale Mechanic		18.20
23890 - Sheet-Metal Worker, Maintenance		17.77
23910 - Small Engine Mechanic		18.20
23931 - Telecommunications Mechanic I		19.76
23932 - Telecommunications Mechanic II		21.01
23950 - Telephone Lineman		18.75
23960 - Welder, Combination, Maintenance		18.31
23965 - Well Driller		21.13
23970 - Woodcraft Worker		20.71
23980 - Woodworker		15.61***
24000 - Personal Needs Occupations		
24550 - Case Manager		15.01***
24570 - Child Care Attendant		10.09***

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
24580 - Child Care Center Clerk		13.25***
24610 - Chore Aide		14.06***
24620 - Family Readiness And Support Services Coordinator		15.01***
24630 - Homemaker		16.12***
25000 - Plant And System Operations Occupations		
25010 - Boiler Tender		22.79
25040 - Sewage Plant Operator		22.89
25070 - Stationary Engineer		22.79
25190 - Ventilation Equipment Tender		15.72***
25210 - Water Treatment Plant Operator		22.89
27000 - Protective Service Occupations		
27004 - Alarm Monitor		10.90***
27007 - Baggage Inspector		9.63***
27008 - Corrections Officer		13.26***
27010 - Court Security Officer		13.26***
27030 - Detection Dog Handler		10.90***
27040 - Detention Officer		13.26***
27070 - Firefighter		13.26***
27101 - Guard I		9.63***
27102 - Guard II		10.90***
27131 - Police Officer I		13.26***
27132 - Police Officer II		14.74***
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator		13.24***
28042 - Carnival Equipment Repairer		14.46***
28043 - Carnival Worker		9.78***
28210 - Gate Attendant/Gate Tender		13.18***
28310 - Lifeguard		11.01***
28350 - Park Attendant (Aide)		14.74***
28510 - Recreation Aide/Health Facility Attendant		11.84***
28515 - Recreation Specialist		18.26
28630 - Sports Official		11.74***
28690 - Swimming Pool Operator		17.71
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer		26.02
29020 - Hatch Tender		26.02
29030 - Line Handler		26.02
29041 - Stevedore I		24.21
29042 - Stevedore II		27.82
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center	(HFO) (see 2)	41.27
30011 - Air Traffic Control Specialist, Station	(HFO) (see 2)	28.46
30012 - Air Traffic Control Specialist, Terminal	(HFO) (see 2)	31.33
30021 - Archeological Technician I		18.17
30022 - Archeological Technician II		20.33
30023 - Archeological Technician III		25.19
30030 - Cartographic Technician		25.19
30040 - Civil Engineering Technician		25.19
30051 - Cryogenic Technician I		27.89
30052 - Cryogenic Technician II		30.80
30061 - Drafter/CAD Operator I		18.17
30062 - Drafter/CAD Operator II		20.33
30063 - Drafter/CAD Operator III		22.66
30064 - Drafter/CAD Operator IV		27.89
30081 - Engineering Technician I		16.19***
30082 - Engineering Technician II		18.17
30083 - Engineering Technician III		20.33
30084 - Engineering Technician IV		25.19
30085 - Engineering Technician V		30.80
30086 - Engineering Technician VI		37.27

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
30090 - Environmental Technician		25.19
30095 - Evidence Control Specialist		25.19
30210 - Laboratory Technician		22.66
30221 - Latent Fingerprint Technician I		27.89
30222 - Latent Fingerprint Technician II		30.80
30240 - Mathematical Technician		25.19
30361 - Paralegal/Legal Assistant I		19.54
30362 - Paralegal/Legal Assistant II		24.21
30363 - Paralegal/Legal Assistant III		29.61
30364 - Paralegal/Legal Assistant IV		35.83
30375 - Petroleum Supply Specialist		30.80
30390 - Photo-Optics Technician		24.12
30395 - Radiation Control Technician		30.80
30461 - Technical Writer I		25.19
30462 - Technical Writer II		30.80
30463 - Technical Writer III		37.27
30491 - Unexploded Ordnance (UXO) Technician I		26.22
30492 - Unexploded Ordnance (UXO) Technician II		31.73
30493 - Unexploded Ordnance (UXO) Technician III		38.03
30494 - Unexploded (UXO) Safety Escort		26.22
30495 - Unexploded (UXO) Sweep Personnel		26.22
30501 - Weather Forecaster I		27.89
30502 - Weather Forecaster II		33.93
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	22.66
30621 - Weather Observer, Senior	(see 2)	25.19
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot		31.73
31020 - Bus Aide		8.97***
31030 - Bus Driver		11.73***
31043 - Driver Courier		10.26***
31260 - Parking and Lot Attendant		9.91***
31290 - Shuttle Bus Driver		11.65***
31310 - Taxi Driver		11.41***
31361 - Truck-driver, Light		11.21***
31362 - Truck-driver, Medium		12.16***
31363 - Truck-driver, Heavy		16.10***
31364 - Truck-driver, Tractor-Trailer		16.10***
99000 - Miscellaneous Occupations		
99020 - Cabin Safety Specialist		15.47***
99030 - Cashier		9.63***
99050 - Desk Clerk		9.70***
99095 - Embalmer		26.22
99130 - Flight Follower		26.22
99251 - Laboratory Animal Caretaker I		23.62
99252 - Laboratory Animal Caretaker II		25.80
99260 - Marketing Analyst		21.54
99310 - Mortician		26.22
99410 - Pest Controller		14.61***
99510 - Photofinishing Worker		13.78***
99710 - Recycling Laborer		17.32
99711 - Recycling Specialist		23.38
99730 - Refuse Collector		16.40
99810 - Sales Clerk		10.15***
99820 - School Crossing Guard		17.45
99830 - Survey Party Chief		23.79
99831 - Surveying Aide		13.53***
99832 - Surveying Technician		17.58

99840 - Vending Machine Attendant	23.62
99841 - Vending Machine Repairer	30.08
99842 - Vending Machine Repairer Helper	23.62

***Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:
 HEALTH & WELFARE: \$4.80 per hour, up to 40 hours per week, or \$192.00 per week or \$832.00 per month
 HEALTH & WELFARE EO 13706: \$4.41 per hour, up to 40 hours per week, or \$176.40 per week, or \$764.40 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; and 4 weeks after 3 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry, and are not determinative of whether an employee is an exempt computer professional. To be exempt, computer employees who satisfy the compensation requirements must also have a primary duty that consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14, 2006)). Accordingly, this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

**** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) ****

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)).

Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the ""Service Contract Act Directory of Occupations"" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."

AFFIDAVIT re NON-COLLUSION

CITY OF _____)
) ss.
ISLAND OF GUAM)

_____[state name of affiant signing below], being first duly sworn,
deposes and says that:

1. The name of the offering company or individual is [state name of company]

2. The bid for the solicitation identified above is genuine and not collusive or a sham. The offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any other offeror or person, to put in a sham bid or to refrain from making an offer. The offeror has not in any manner, directly or indirectly, sought by an agreement or collusion, or communication or conference, with any person to fix the bid price of offeror or of any other offeror, or to fix any overhead, profit or cost element of said bid price, or of that of any other offeror, or to secure any advantage against the government of Guam or any other offeror, or to secure any advantage against the government of Guam or any person interested in the bid contract. All statements in this affidavit and in the proposal are true to the best of the knowledge of the undersigned. This statement is made pursuant to 2 GAR Division 4 § 3126(b).

3. I make this statement on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

Signature of one of the following:
Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me this _____ day of _____, 202_____.

NOTARY PUBLIC

My commission expires, _____, _____.

AFFIDAVIT DISCLOSING OWNERSHIP, INFLUENCE, COMMISSIONS AND CONFLICTS OF INTEREST

(Required by 5 GCA § 5233 as amended by P.L. 36-13 (4/9/2021))

CITY OF _____)
) ss.
ISLAND OF GUAM)

Preface. As a condition of submitting a Bid/Offer/Proposal or responding to any method of source selection under Guam’s Procurement Law for the purpose of entering into a contract with the government of Guam, this Affidavit requires all Bidders/Offerors/Prospective Contractors to make disclosures of ownership, influence, commissions, gratuities, kickbacks, and conflicts of interest occurring **during the 365 calendar days preceding the publication of this solicitation and until award of a contract**. This includes the duty to disclose **any changes** to the facts disclosed herein throughout the solicitation process; and if the entity submitting this Affidavit is awarded a contract, the duty to disclose **any changes** to the facts disclosed herein **continues throughout the life of the contract, including any extensions or renewals**.

A. I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of the Bidder/Offeror/Prospective Contractor and that (please check and fill out all that apply):

☐ The Bidder/Offeror/Prospective Contractor is an individual with a business license, and all decisions are by, and all profit is for, that same individual, with principal place of business street address being: _____

☐ The Bidder/Offeror/Prospective Contractor is a business or artificial person (as defined in 1 GCA § 715 or 5 GCA §§ 5030(n) or 5233(b)), and is a sole proprietorship owned entirely (100%) by _____, with principal place of business street address being: _____

☐ The Bidder/Offeror/Prospective Contractor is a business or artificial person (as defined in 1 GCA § 715 or 5 GCA §§ 5030(n) or 5233(b)), and is owned by the following multiple individuals. Note: owners of more than 10% are statutorily required to be listed below, but other owners of smaller percentage are encouraged to be listed as well.

Name of Owner	Principal Place of Business Street Address	% of Interest
_____	_____	_____
_____	_____	_____
_____	_____	_____

☐ One or more of the more-than-10% owners listed above is a business or artificial person. Any more-than-25% owners of such a business or artificial person are listed below per 5 GCA § 5233. Note: any less-than-25% owners of such a business or artificial person is encouraged to also be listed below.

Name of >10% Owner Business or Artificial Person:

Names of owners of the >10% Owner Business or Artificial Person ("Second Tier Owner")	Owner’s Principal Place of Business Street Address	% of Interest

Name of other >10% Owner Business or Artificial Person:

Names of owners of the >10% Owner Business or Artificial Person ("Second Tier Owner")	Owner’s Principal Place of Business Street Address	% of Interest

B. If any Second Tier Owner identified above is an artificial person, the natural or artificial owners of such Second Tier Owner who have held more than 49% of the shares or interest in the Bidder/Offeror/Prospective Contractor (Third Tier Owners) are as follows [if none, please so state]:

Second Tier Owner Name _____

Name of Third Tier Owner	Principal Place of Business Street Address	% of Interest
_____	_____	_____
_____	_____	_____
_____	_____	_____

C. If the name of no natural person has been identified as an owner, or a Second or Third Tier Owner of the Bidder/Offeror/Prospective Contractor, please identify the name, position, address, and contact information of the natural person having the authority and responsibility for the Bid/Offer/Proposal/Prospective Contract, and the name of any natural person who has the authority and power to remove and replace the designated responsible person:

Name of Natural Person	Position	Street Address of Principal Place of Business	Phone Number, Email Address, and other Contact Information
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

D. Further, I say that the persons who have received or are entitled to receive a commission, gratuity, contingent fee or other compensation to solicit, secure, or assist in obtaining business related to the Bid/Offer/Proposal/Prospective Contract for which this Affidavit is submitted are as follows (if none, please so state):

Name	Principal Place of Business Street Address	Amount of Compensation
_____	_____	_____
_____	_____	_____

E. Further, I say that the persons who have directly or indirectly participated in this solicitation and who are also employees of the government of Guam or the government of the United States, if federal funds are to be used in the payment of the contract related to the Bid/Offer/Proposal/Prospective Contract for which this Affidavit is submitted, are as follows (if none, please so state):

Name	Principal Place of Business Street Address
_____	_____
_____	_____

F. Regardless of any ownership interest, the following individuals have the power to control the performance of the contract or to control the Bidder/Offeror/Prospective Contractor, directly or indirectly:

Name	Principal Place of Business Street Address
_____	_____
_____	_____

G. Until award of the contract, and throughout the term of any contract awarded to the Bidder/Offeror/Prospective Contractor represented herein, I agree to promptly make any disclosures not made previously and update changes in ownership, identities of owners and other required information, interests, compensation or conflicts of the persons required to be disclosed. I understand that failure to comply with this requirement shall constitute a material breach of contract.

H. I hereby declare under penalty of perjury under the laws of Guam that the foregoing is true and correct.

Executed on: _____ (date)

Signature of one of the following:
Bidder/Offeror/Prospective Contractor, if a licensed individual
Owner of sole proprietorship Bidder/Offeror/Prospective Contractor
Partner, if the Bidder/Offeror/Prospective Contractor is a partnership
Officer, if the Bidder/Offeror/Prospective Contractor is a corporation

Subscribed and sworn to before me
This _____ day of _____, 20_____.

Notary Public
My commission expires: _____

AFFIDAVIT re CONTINGENT FEES

CITY OF _____)
ISLAND OF GUAM) ss.
)

_____[state name of affiant signing below], being first sworn,
deposes and says that:

1. The name of the offering company or individual is [state name of company]

2. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. This statement is made pursuant to 2 GAR Division 4 § 11108(f).

3. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained a person to solicit or secure a contract with the government of Guam upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. This statement is made pursuant to 2 GAR Division 4 § 11108(f).

4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

Signature of one of the following:

Offeror, if the offeror is an individual;

Partner, if the offeror is a partnership;

Officer, if the offeror is a corporation.

Subscribed and sworn to before me this ____ day of _____, 202__.

NOTARY PUBLIC

My commission expires, _____

GOVERNMENT OF GUAM

GENERAL SERVICES AGENCY
148 Route 1, Marine Corp. Drive
Piti, Guam 96915

BID BOND

KNOW ALL MEN BY THESE PRESENTS that _____, as Principal hereinafter called the Principal, and (Bonding Company), _____ A duly admitted insurer under the laws of the Territory of Guam, as Surety, hereinafter called the Surety are Held firmly bound unto the Territory of Guam for the sum of _____ Dollars (\$ _____), for Payment of which sum will and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for (identify project by number and brief description)

NOW, THEREFORE, if the Territory of Guam shall accept the bid of the Principal and the Principal shall enter into a Contract with the Territory of Guam in accordance with the terms of such bid, and give such bond or bonds as may be specified in bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Territory of Guam the difference not to exceed the penalty hereof between the amounts specified in said bid and such larger amount for which the Territory of Guam may in good faith contract with another party to perform work covered by said bid or an appropriate liquidated amount as specified in the Invitation for Bids then this obligation shall be null and void, otherwise to remain full force and effect.

Signed and sealed this _____ day of _____ 202__.

(PRINCIPAL) (SEAL)

(WITNESS)

(TITLE)

(MAJOR OFFICER OF SURETY)

(TITLE)

(MAJOR OFFICER OF SURETY)

(TITLE)

(RESIDENT GENERAL AGENT)

INSTRUCTION TO PROVIDERS:

NOTICE to all Insurance and Bonding Institutions:

The Bond requires the signatures of the Vendor, two (2) major Officers of the Surety and Resident General Agent, if the Surety is a foreign or alien surety.

When the form is submitted to General Services Agency, it should be accompanied with copies of The following:

1. Current Certificate of Authority to do business on Guam issued by the Department of Revenue and Taxation.
2. Power of Attorney issued by the Surety to the Resident General Agent.
3. Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on their behalf.

Bonds, submitted as Bid Guarantee, without signatures and supporting documents are invalid and Bids will be rejected.

**GOVERNMENT OF GUAM
GENERAL TERMS AND CONDITIONS**

SEALED BID SOLICITATION AND AWARD

Only those Boxes checked below are applicable to this bid.

- [X] 1. **AUTHORITY:** This solicitation is issued subject to all the provision of the Guam Procurement Act (5GCA, Chapter 5) and the Guam Procurement Regulations (copies of both are available at the Office of the Complier of laws, Department of Law, copies available for inspection at General Services Agency). It requires all parties involved in the Preparation, negotiation, performance, or administration of contracts to act in good faith.
- [X] 2. **GENERAL INTENTION:** Unless otherwise specified, it is the declared and acknowledged intention and meaning of these General Terms and conditions for the bidder to provide the Government of Guam (Government) with specified services or with materials, supplies or equipment completely assembled and ready for use.
- [X] 3. **TAXES:** Bidders are cautioned that they are subject to Guam Income Taxes as well as all other taxes on Guam Transactions. Specific information on taxes may be obtained from the Director of Revenue and Taxation.
- [X] 4. **LICENSING:** Bidders are cautioned that the Government will not consider for award any offer submitted by a bidder who has not complied with the Guam Licensing Law. Specific information on licenses may be obtained from the Director of Revenue and Taxation.
- [] 5. **LOCAL PROCUREMENT PREFERENCE:** All procurement of supplies and services where possible, will be made from among businesses licensed to do business on Guam in accordance with section 5008 of the Guam Procurement Act (5GCA, Chapter 5) and Section 1-104 of the Guam Procurement Regulations.
- [X] 6. **COMPLIANCE WITH SPECIFICATIONS AND OTHER SOLICITATION REQUIREMENTS:**
Bidders shall comply with all specifications and other requirements of the Solicitation.
- [X] 7. **“ALL OR NONE” BIDS: NOTE: By checking this item, the Government is requesting all of the bid items/requirements to be bid or none at all in accordance with 2 GAR, Div.4 Section 3115(f).**
- [X] 8. **INDEPENDENT PRICE DETERMINATION:** The bidder, upon signing the Invitation for Bid, certifies that the prices in his bid were derived at without collusion, and acknowledge that collusion and anti-competitive practices are prohibited by law. Violations will be subject to the provision of Section 5651 of that of the Guam Procurement Act. Other existing civil, criminal or administrative remedies are not impaired and may be in addition to the remedies in Section 5651 of the Government code.
- [X] 9. **BIDDER’S PRICE:** The Government will consider not more than two (2) (Basic and Alternate) item prices and the bidder shall explain fully each price if supplies, materials, equipment, and/or specified services offered comply with specifications and the products origin. Where basic or alternate bid meets the minimum required specification, cost and other factors will be considered. Failure to explain this requirement will result in rejection of the bid.
- [X] 10. **BID ENVELOPE:** Envelope shall be sealed and marked with the bidder’s name, Bid number, time, date and place of Bid Opening.
- [X] 11. **BID GUARANTEE REQUIREMENT:** Bidder is required to submit a Bid Guarantee Bond or standby irrevocable Letter of Credit or Certified Check or Cashier’s Check in the same bid envelope to be held by the Government pending award. The Bid Guarantee Bond, Letter of Credit, Certified Check or Cashier’s Check must be issued by any local surety or banking institution licensed to do business on Guam and made payable to the Treasure of Guam in the amount of fifteen percent (15%) for the initial term of his highest total bid offer. The Bid Bond must be submitted on Government Standard Form BB-1 (copy enclosed) for the initial term. Personal Checks will not be accepted as Bid Guarantee. If a successful Bidder (contractor) withdraws from the bid or fails to enter into contract within the prescribed time, such Bid guarantee will be forfeited to the Government of Guam. Bids will be disqualified if not accompanied by Bid Bond, Letter of Credit, Certified Check or Cashier’s check. Bidder must include in his/her bid, valid copies of a Power of Attorney from the Surety and a Certificate of Authority from the Government of Guam to show proof that the surety company named on the bond instrument is authorized by the Government of Guam and qualified to do business on Guam. For detailed information on bonding matters, contact the Department of Revenue and Taxation. Failure to submit a valid Power of Attorney and Certificate of Authority on the surety is cause for rejection of bid. **Pursuant to 5 GCA § 5212, all competitive sealed bidding for the procurement of supplies or services exceeding \$25,000.00 a 15% Bid Security of the total bid price must accompany the bid package. The bid bond, Letter of Credit, Certified Check or Cashier’s Check will serve as Bid Security for this procurement.**
- [X] 12. **PERFORMANCE GUARANTEE:** Bidders who are awarded a contract under this solicitation, guarantee that goods will be delivered or required services performed within the time specified. Failure to perform the contract in a satisfactory manner may be cause for suspension or debarment from doing business with the Government of Guam. In addition, the Government will hold the Vendor liable and will enforce the requirements as set forth in Section 41 of these General Terms and Conditions.
- [X] 13. **SURETY BONDS:** Bid and Bid Bonds coverage must be signed or countersigned in Guam by a foreign or alien surety’s resident general agent. The surety must be an Insurance Company, authorized by the government of Guam and qualified to do business in Guam. Bids will be disqualified if the Surety Company does not have a valid Certificate of Authority from the Government of Guam to conduct business in Guam.
- [X] 14. **COMPETENCY OF BIDDERS:** Bids will be considered only from such bidders who, in the opinion of the Government, can show evidence of their ability, experience, equipment, and facilities to render satisfactory service.
- [X] 15. **DETERMINATION OF RESPONSIBILITY OF BIDDERS:** The Chief Procurement Officer reserves the right for securing from bidders information to determine whether or not they are responsible and to inspect plant site, place of business; and supplies and services as necessary to determine their responsibility in accordance with Section 16 of these General Terms and Conditions. (2 GAR, Div. 4 § 3116)

[X] 16. STANDARD FOR DETERMINATION OF LOWEST RESPONSIBLE BIDDER:

In determining the lowest responsible offer, the Chief Procurement Officer shall be guided by the following:

- a) Price of items offered.
- b) The ability, capacity, and skill of the Bidder to perform.
- c) Whether the Bidder can perform promptly or within the specified time.
- d) The quality of performance of the Bidder with regards to awards previously made to him.
- e) The previous and existing compliance by the Bidder with laws and regulations relative to procurement.
- f) The sufficiency of the financial resources and ability of the Bidder to perform.
- g) The ability of the bidder to provide future maintenance and services for the subject of the award.
- h) The compliance with all of the conditions to the Solicitation.
- i) Additionally, see Rejection of Bids on page 30

[X] 17. TIE BIDS: If the bids are for the same unit price or total amount in the whole or in part, the Chief Procurement Officer will determine award based on 2 GAR, Div. 4, § 3109(o) (2) or to reject all such bids.

[X] 18. BRAND NAMES: Any reference in the Solicitation to manufacturer's Brand Names and number is due to lack of a satisfactory specification of commodity description. Such preference is intended to be descriptive, but not restrictive and for the sole purpose of indicating prospective bidders a description of the article or services that will be satisfactory. Bids on comparable items will be considered provided the bidder clearly states in his bid the exact articles he is offering and how it differs from the original specification.

[] 19. DESCRIPTIVE LITERATURE: Descriptive literature(s) as specified in this solicitation must be furnished as a part of the bid and must be received at the date and time set for opening Bids. The literature furnished must clearly identify the item(s) in the Bid. The descriptive literature is required to establish, for the purpose of evaluation and award, details of the product(s) the bidder proposes to furnish including design, materials, components, performance characteristics, methods of manufacture, construction, assembly or other characteristics which are considered appropriate. Rejection of the Bid will be required if the descriptive literature(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the descriptive literature(s) by the time specified in the Solicitation will require rejection of the bid.

[] 20. SAMPLES: Sample(s) of item(s) as specified in this solicitation must be furnished as a part of the bid and must be received at the date and time set for opening Bids. The sample(s) should represent exactly what the bidder proposes to furnish and will be used to determine if the item(s) offered complies with the specifications. Rejection of the Bid will be required if the sample(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the sample(s) by the time specified in the Solicitation will require rejection of the Bid.

[] 21. LABORATORY TEST: Successful bidder is required to accompany delivery of his goods with a Laboratory Test Report indicating that the product he is furnishing the Government meets with the specifications. This report is on the bidder's account and must be from a certified Testing Association.

[X] 22. AWARD, CANCELLATION, & REJECTION: Award shall be made to the lowest responsible and responsive bidder, whose bid is determined to be the most advantageous to the Government, taking into consideration the evaluation factors set forth in this solicitation. No other factors or criteria shall be used in the evaluation. The right is reserved as the interest of the Government may require to waive any minor irregularity in bid received. The Chief Procurement Officer shall have the authority to award, cancel, or reject bids, in whole or in part for any one or more items if he determines it is in the public interest. Award issued to the lowest responsible bidder within the specified time for acceptance as indicated in the solicitation, results in a bidding contract without further action by either party. In case of an error in the extension of prices, unit price will govern. The Government reserves the right to increase or decrease the quantity of the items for award and make additional awards for the same type items and the vendor agrees to such modifications and additional awards based on the bid prices for a period of ninety (90) days after original award. No award shall be made under this solicitation which shall require advance payment or irrevocable letter of credit from the government (2 GAR, Div.4 §1103).

[] 23. MARKING: Each outside container shall be marked with the Purchase Order number, item number, brief item description and quantity. Letter marking shall not be less than 3/4" in height.

[] 24. SCHEDULE FOR DELIVERY: Successful bidder shall notify the General Services Agency, Telephone Nos. 475-1707 or 475-713, at least twenty-four (24) hours before delivery of any item under this solicitation.

[] 25. BILL OF SALE: Successful supplier shall render Bills of Sale for each item delivered under this contract. Failure to comply with this requirement will result in rejection of delivery. The Bill of Sale must accompany the items delivered but will not be considered as an invoice for payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.

[] 26. MANUFACTURER'S CERTIFICATE: Successful bidder is required, upon delivery of any item under this contract, to furnish a certificate from the manufacturer indicating that the goods meet the specifications. Failure to comply with this request will result in rejection of delivery payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.

[X] 27. INSPECTION: All supplies, materials, equipment, or services delivered under this contract shall be subject to the inspection and/or test conducted by the Government at destination. If in any case the supplies, materials, equipment, or services are found to be defective in material, workmanship, performance, or otherwise do not conform with the specifications, the Government shall have the right to reject the items or require that they be corrected. The number of days required for correction will be determined by the Government.

[] 28. MOTOR VEHICLE SAFETY REQUIREMENTS: The Government will only consider Bids on motor vehicles which comply with the requirements of the National Traffic and Motor Vehicle safety Act of 1966 (Public Law 89-563) and Clean Air Act as amended (Public Law 88-206), that are applicable to Guam. Bidders shall state if the equipment offered comply with these aforementioned Federal Laws.

- [] 29. **SAFETY INSPECTION:** All motor vehicles delivered under this contract must pass the Government of Guam Vehicle Inspection before delivery at destination.
- [] 30. **GUARANTEE:**
a. Guarantee of Vehicle Type of Equipment:
 The successful bidder shall guarantee vehicular type of equipment offered against defective parts, workmanship, and performance, for a period of not less than one (1) year after date of receipt of equipment. Bidder shall also provide service to the equipment for at least one (1) year. Service to be provided shall include, but will not be limited to tune ups (change of spark plugs, contact points and condensers) and lubrication (change of engine and transmission oil). All parts and labor shall be at the expense of the bidder. All parts found defective and not caused by misuse, negligence or accident within the guarantee period shall be repaired, replaced, or adjusted within six (6) working days after notice from the Government and without cost to the Government. Vehicular type of equipment as used in this context shall include equipment used for transportation as differentiated from tractors, backhoes, etc.
- (b) Guarantee of Other Type of Equipment:**
 The successful bidder shall guarantee all other types of equipment offered, except those mentioned in 30a, above, against defective parts, workmanship, and performance for a period of not less than three (3) months after date of receipt of equipment. Bidder shall also provide service to the equipment for at least three (3) months. All parts found defective within that period shall be repaired or replaced by the Contractor without cost to the Government. Repairs, adjustments or replacements of defective parts shall be completed by the contractor within six (6) working days after notice from the Government.
- (c) Compliance with this Section is a condition of this Bid.**
- [X] 31. **REPRESENTATION REGARDING ETHICS IN PUBLIC PROCUREMENT:** The bidder or contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a Government employee to breach any of the ethical standards and represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth on Chapter 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.
- [X] 32. **REPRESENTATION REGARDING CONTINGENT FEES:** The contractor represents that it has not retained a person to solicit or secure a Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business (GPR Section 11-207).
- [X] 33. **EQUAL EMPLOYMENT OPPORTUNITY:** Contractors shall not discriminate against any employee or applicant of employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that employees are treated equally during employment without regards to their race, color, religion, sex, or national origin.
- [X] 34. **COMPLIANCE WITH LAWS:** Bidders awarded a contract under this Solicitation shall comply with the applicable standard, provisions, and stipulations of all pertinent Federal and/or local laws, rules, and regulations relative to the performance of this contract and the furnishing of goods.
- [] 35. **CHANGE ORDER:** Any order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101-03.1 of the Guam Procurement Regulations.
- [X] 36. **STOP WORK ORDER:** Any stop work order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101-04.1 of the Guam Procurement Regulations.
- [X] 37. **CANCELLATION OF INVITATION FOR BIDS OR REQUEST FOR PROPOSALS:** Any Invitation for Bid may be cancelled, or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation, when it is in the best interests of the Territory in accordance with regulations promulgated by the Policy Office. The reasons therefor shall be made part of the contract file.
- [X] 38. **TIME FOR COMPLETION:** It is hereby understood and mutually agreed by and between the contractor and the Government that the time for delivery to final destination or the timely performance of certain services is an essential condition of this contract. If the contractor refuses or fails to perform any of the provisions of this contract within the time specified in the Purchase Order (from the date Purchase Order is acknowledged by vendor), then the contractor is in default. Defaults will be treated subject to and in accordance with the provisions of 2 GAR, Div. 4 § 6101(8)
- [X] 39. **JUSTIFICATION OF DELAY:** Bidders who are awarded contracts under this Solicitation, guarantee that the goods will be delivered to their destination or required services rendered within the time specified. If the bidder is not able to meet the specified delivery date, he is required to notify the Chief Procurement Officer of such delay. Notification shall be in writing and shall be received by the Chief Procurement Officer at least twenty-four (24) hours before the specified delivery date. Notification of delay shall include an explanation of the causes and reasons for the delay including statement(s) from supplier or shipping company causing the delay. The Government reserves the right to reject delay justification if, in the opinion of the Chief Procurement Officer, such justification is not adequate.

- [X] 40. **SERVICE-DISABLED VETERAN OWNED BUSINESS PREFERENCE:** Bidding is subject to the policy in favor of Service-Disabled Veteran Owned Business as defined in 5 GCA sections 5011 and 5012.
- [X] 41. **LIQUIDATED DAMAGES:** When the contractor is given notice of delay or nonperformance as specified in Paragraph 1 (Default) of the Termination for Default Clause of this contract and fails to cure in the time specified, the contractor shall be liable for damages for delay in the amount of one-fourth of one percent (1%) of outstanding order per calendar day from date set for cure until either the territory reasonable obtains similar supplies or services if the contractor is terminated for default, or until the contractor provides the supplies or services if the contractor is not terminated for default. To the extent that the contractor's delay or non-performance is excused under Paragraph 15 (Excuse for Nonperformance or Delayed Performance) of the Termination for Default Clause of this contract, liquidated damages shall not be due the territory. The contractor remains liable for damages caused other than by delay. **2 GAR, Div. 4 §6101(d).**
- [X] 42. **PHYSICAL LIABILITY:** If it becomes necessary for the Vendor, either as principal, agent or employee, to enter upon the premises or property of the Government of Guam in order to construct, erect, inspect, make delivery or remove property hereunder, the Vendor hereby covenants and agrees to take, use, provide and make all proper, necessary and sufficient precautions, safeguards and protections against the occurrence of any accidents, injuries or damages to any person or property during the progress of the work herein covered, and to be responsible for, and to indemnify and save harmless the Government of Guam from the payment of all sums of money by reason of all or any such accidents, injuries or damages that may occur upon or about such work, and fines, penalties and loss incurred for or by reasons of the violations of any territorial ordinance, regulations, or the laws of Guam or the United States, while the work is in progress. Contractor will carry insurance to indemnify the Government of Guam against any claim for loss, damage or injury to property or persons arising out of the performance of the Contractor or his employees and agents of the services covered by the contract and the use, misuse or failure of any equipment used by the contractor or his employees or agents, and shall provide certificates of such insurance to the Government of Guam when required.
- [X] 43. A Purchase Order will be consummated between the successful bidder and the Department of Public Health and Social Services. The Purchase Order will contain the Scope of Services for the "Office Space Lease". The successful bidder must comply with all the requirements/specifications of the **IFB GSA-000-22** along with all the Terms and Conditions which will be incorporated and made a part of the purchase order. Refer to the Contract Terms applicable to IFB. **"See ¶28 entitled Entire Agreement."**
- [] 44. Contract will be cancelled if funds not appropriated or insufficient, and that government will timely inform contractor. **2 GAR, Div.4 §3121(e) (1) (C) and 2 GAR, Div.4 § 3121(e)(1)(D).**
- [] 45. If cancelled, contractor will be reimbursed unamortized reasonably incurred non-recurring costs. **2 GAR, Div.4 § 3121(e) (1) (G).**
- [X] 46. **CONTACT FOR CONTRACT ADMINISTRATION:** If your firm receives a contract as a result of this Solicitation, please designate a person whom we may contact for prompt administration.
- [X] 47. **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 government wide 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.
- [X] 48. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352)—Contractors 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.

Name: _____

Title: _____

Address: _____

Telephone: _____

GOVERNMENT OF GUAM
SEALED BID SOLICITATION INSTRUCTIONS

1. **BID FORMS:** Each bidder shall be provided with one (1) Solicitation form. Additional copies may be provided upon request. Bidders requesting additional copies of said forms will be charged per page in accordance with 5 GCA § 10203 of the Government Code of Guam. All payments for this purpose shall be by **certified check or cashier's check** and shall be made payable to the General Services Agency (EO 86-24).
2. **PREPARATIONS OF BIDS:**
 - a) Bidders are required to examine the drawings, specifications, schedule, and all instructions. Failure to do so will be at bidder's risk.
 - b) Each bidder shall furnish the information required by the Solicitation. The bidder shall sign the solicitation and print or type his name on the Schedule. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent are to be accompanied by evidence of this authority unless such evidence has been previously furnished to the issuing office.
 - c) Unit price for each unit offered shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the amount column of the Schedule for each item offered. In case of discrepancies between a unit price and extended price, the unit price will be presumed to be correct.
 - d) Bids for supplies or services other than those specified will not be considered. Time, if stated as a number of days, means calendar days and will include Saturdays, Sundays, and holidays beginning the day after the issuance of a Notice to Proceed. Time stated ending on a Saturday, Sunday or Government of Guam legal holiday will end at the close of the next business day.
 - e) **No Entitlement To Preparation Costs – the bidder expressly waives any right it may have against the government for any expenses incurred in connection with the preparation of its bid.**
3. **EXPLANATION TO BIDDERS:** Any explanation desired by a bidder regarding the meaning or interpretation of the Solicitation, drawings, specifications, etc., must be submitted in writing and with sufficient time allowed for a written reply to reach all bidders before the submission of their bids. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective bidder concerning a Solicitation will be furnished to all prospective bidders in writing as an amendment to the Solicitation if such information would be prejudicial to informed bidders.
4. **PRE-OPENING MODIFICATION OR WITHDRAWAL OF BIDS:** Bids may be modified or withdrawn by written notice received in the Government designated in the Invitation for Bid (IFB) prior to the due date. A telegraphic modification or withdrawal received by telephone from the receiving telegraph company office prior to the time and date of set for submission/opening will be effective if the telegraph company confirms the telephone message by sending a written copy of the telegram showing that the message was received at such office prior to the due date.
5. **ACKNOWLEDGEMENT OF AMENDMENTS TO SOLICITATIONS:** Receipt of an amendment to a Solicitation by a bidder must be acknowledged by signing an acknowledgement of receipt of the amendment. Such acknowledgement must be received prior to the hour and date specified for receipt of bids.

SUBMISSION OF BIDS:

- a) Bids and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the Solicitation. The bidder shall show the hour and date specified in the Solicitation for receipt, the Solicitation number, and the name and address of the bidder on the face of the envelope.
 - b) Telegraphic bids will not be considered unless authorized by the Solicitation. However, bids may be modified or withdrawn by written or telegraphic notice, provided such notice is received prior to the hour and date specified for receipt (see paragraph 6 of these instructions).
 - c) Samples of items, when required, must be submitted within the time specified, unless otherwise specified by the Government, at no expense to the Government. If not destroyed by testing, samples will be returned at bidder's request and expense, unless otherwise specified by the Solicitation.
 - d) Samples or descriptive literature should not be submitted unless it is required on this solicitation. Regardless of any Attempt by a bidder to condition the bid, unsolicited samples or descriptive literature will not be examined or tested at the bidder's risk, and will not be deemed to vary any of the provisions of this Solicitation.
6. **FAILURE TO SUBMIT BID:** If no bid is to be submitted, do not return the solicitation unless otherwise specified. A letter or postcard shall be sent to the issuing office advising whether future Solicitations for the type of supplies or services covered by this Solicitation are desired.
 7. **LATE BID, LATE WITHDRAWALS, AND LATE MODIFICATIONS:**
 - a) **Definition:** Any bid received after the time and date set for receipt of bids is late. Any withdrawal or modification of a bid received after the time and date set for opening of bids at the place designated for opening is late (Guam Procurement Regulations 2 GAR, Div.4 §3109(k)).
 - b) **Treatment:** No late bid, late modification, or late withdrawal will be considered unless received before contract award, and the bid, modification, or withdrawal would have been timely but for the action or inaction of territorial personnel directly serving the procurement activity.

8. **CANCELLATION OR REVISION OF BID:** This IFB may be canceled, or any and all bids may be rejected in whole or in part as may be pursuant to GAR § 3115, when it is in the best interest of the Government. Additionally, in accordance with GAR § 9105, if prior to award it is determined that a solicitation or proposed award of a contract is in violation of the law, then the solicitation or proposed award shall be canceled or revised to comply with the law. The reasons therefore shall be made part of the contract file.
9. **REJECTION OF BIDS:** Any bidder submitted in response to this IFB may be rejected in whole or in part with it is in the best interest of the Government, in accordance with GAR § 3115(e). Reasons for rejecting bids include but are not limited to: (1) The business that submitted the bids is non-responsive as determined under GAR § 3116; (2) The bid ultimately fails to meet the announced requirements of the Government in some material respect; or (3) The bid price is clearly unreasonable. Upon request, unsuccessful bidders shall be advised of the reasons for rejection.

When bids are rejected, or a solicitation canceled after bids are received, the bids which have been opened shall be retained in the procurement file, or if unopened, returned to the bidders upon request, or otherwise disposed of pursuant to GAR § 3115(g).

10. **TERMINATION OF CONTRACT:** 1. TERMINATION OF CONVENIENCE PURSUANT TO GAR § 6101(10)

- (a) Termination: The Government, when the interest of the Government so requires, may terminate this contract in whole or in part, for the Convenience of the Government. The Purchasing Agency shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.
- (b) Contractor's Obligations: The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified.
- (c) Condition of Termination: Notwithstanding the foregoing, the cessation of services for people requiring services shall be contingent upon the Government obtaining a substitute provider for the services and the contractor shall cooperate by taking all reasonable and necessary steps to ensure that services are not interrupted and transferred to the succeeding provider. The contractor shall issue a written memorandum detailing the status of the contractor's ongoing services initiating termination or any fault of either party.

11. **MANDATORY DISPUTES RESOLUTION CLAUSE:** In the event of a conflict between this "Mandatory Disputes Resolution Clause" and any other terms in this contract, it is the intent of the government of Guam and the contractor that the terms of this clause are to be given precedence.

(1) Disputes – Contractual Controversies. The government of Guam and the contractor agree to attempt resolution of all controversies which arise under, or are by virtue of, this contract through mutual agreement. If the controversy is not resolved by mutual agreement, then the contractor shall request the head of the purchasing agency, or their designee, in writing to issue a final decision within sixty days after receipt of the written request in keeping with 5 GCA § 5427(c). The head of the purchasing agency or their designee shall immediately furnish a copy of the decision to the contractor, by certified mail with a return receipt requested, or by any other method that provides evidence of receipt.

(2) Absence of a Written Decision within Sixty Days. If the head of the purchasing agency, or their designee does not issue a written decision within sixty days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the contractor may proceed as though the head of the purchasing agency, or their designee had issued a decision adverse to the contractor.

(3) Appeals to the Office of Public Accountability. The head of the purchasing agency, or their designee's decision shall be final and conclusive, unless fraudulent or unless the contractor appeals the decision administratively to the Public Auditor in accordance with 5 GCA § 5706.

(4) Disputes – Money Owed To or By the Government of Guam. This subsection applies to appeals of the government of Guam's decision on a dispute. For money owed by or to the government of Guam under this contract, the contractor shall appeal the decision in accordance with the "Governments Claims Act", 5 GCA § 6101 et. Seq., by initially filing a claim with the Office of the Attorney General no later than eighteen months after the decision is rendered by the government of Guam or from the date when a decision should have been rendered. For all other claims by or against the government of Guam arising under this contract, the Office of the Public Auditor has jurisdiction over the appeal from the decision of the government of Guam. Appeals to the Office of the Public Auditor must be made within sixty days of government of Guam's decision or from the date the decision should have been made.

(5) Exhaustion of Administrative Remedies. The contractor shall exhaust all administrative remedies before filing an action in the Superior Court of Guam in accordance with applicable laws.

(6) Performance of Contract Pending Final Resolution by the Court. The contractor shall comply with the government of Guam's decision and proceed diligently with performance of this contract pending final resolution by the Superior Court of Guam of any controversy arising under, or by virtue of, this contract, except where the contractor claims a material breach of this contract by the government of Guam. However, if the head of the purchasing agency determines in writing that continuation of services under this contract is essential to the public's health or safety, then the contractor shall proceed diligently with performance of the contract notwithstanding any claim of material breach by the government of Guam.

12. **CONTRACT REMEDIES:** Remedies pursuant to 2 GAR § 9101. Any dispute arising under or out of this contract is subject to the provisions of Chapter 9 (Legal and Contractual Remedies) of Guam Procurement Regulations (GAR chapter 9)

DISCOUNTS:

- a) Notwithstanding the fact that prompt payment discounts may be offered, such offer will not be considered in evaluating bids for award unless otherwise specified in the Solicitation. However, offered discounts will be taken if payment is made within the discount period, even though not considered in the evaluation of bids.
- b) In connection with any discount offered, time will be computed from date of delivery and acceptance of the supplies to the destination as indicated in the purchase order or contract. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the Government check.

13. **GOVERNMENT FURNISHED PROPERTY:** No material, labor or facilities will be furnished by the Government unless otherwise provided for in the Solicitation.
14. **SELLER' INVOICES:** Invoices shall be prepared and submitted in quadruplicate (one copy shall be marked "original") unless otherwise specified. Invoices shall be "certified true and correct" and shall contain the following information: Contract and order number (if any), item numbers, description of supplies or services, sizes, quantities, unit prices, and extended total. Bill of lading number and weight of shipment will be shown for shipments made on Government bills of lading.
15. **RECEIPT, OPENING AND RECORDING OF BIDS:** Bids and modifications shall be publicly opened in the presence of one or more witnesses, at the time, date, and place designated in the Invitation for Bids. The name of each bidder, the bid price, and such other information as is deemed appropriate by the Procurement Officer, shall be read aloud and recorded, or otherwise made available. The names and addresses of required witnesses shall be recorded at the opening. The opened bids shall be available for public inspection except to the extent the bidder designates trade secrets or other proprietary data to be confidential as set forth in accordance with Section 12, below. Material so designated shall accompany the bid and shall be readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid. Prices, makes and models or catalogue numbers of the items offered, deliveries, and terms of payment shall be publicly available at the time of bid opening regardless of any designation to the contrary (Guam Procurement Regulations 2 GAR, Div.4 §3109(k)).
16. **CONFIDENTIAL DATA:** If a bidder considers any information submitted in its bid to be confidential, the bidder must identify in writing to the Government those portions which it considers confidential, and must request in writing that those portions be kept confidential. Only trade secrets and proprietary data will be considered confidential. If there is a request for confidentiality, the Government will render a decision on the request as soon as practicable after bids are opened. The Government will advise any bidder requesting confidentiality, of the Government's decision in writing. If the Government does not agree with a bidder's request, then the Government will inform the bidder that it may lodge a protest regarding any part of the Government's decision by following the procedure for protests outlined in Chapter 9 of the Guam Procurement Regulations.
17. **PROHIBITION AGAINST GRATUITIES AND KICKBACKS:** With respect to this procurement and any other contract that bidder may have or wish to enter into with the Government, the bidder represents that he/she has not violated, is not violating, and promises that he will not violate the prohibition against gratuities and kickbacks set forth in the Guam Procurement Regulations - GAR § 11170(e)
18. **STATEMENT OF QUALIFICATIONS:** The ability capacity and skill of the Bidders to perform; Whether the bidder can perform promptly or within the specified time; The quality of performance of the Bidder with regards to awards previously made to him; The sufficiency of the financial resources and ability of the bidders to perform; And the compliance with all of the conditions to the solicitation.
19. **WAGE AND BENEFIT COMPLIANCE-CONTRACTORS PROVIDING SERVICES:**
 - (a) Contractor with regard to all person its employs whose purpose in whole or in part is the direct delivery of services contracted for with the Government of Guam in this procurement, shall pay such employees in accordance with the Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct deliverance of deliverables to the government of Guam. 5 GCA § 5801 Contractor shall be responsible for flowing down this obligation to its subcontractors.
 - (b) The Wage Determination most recently issued by the U.S. Department of Labor at the time this Agreement was awarded to Contractor shall be used to determine wages and benefits which shall be paid to employees pursuant to this clause. 5 GCA § 5801
 - (c) Should any contract contain a renewal clause, then at the time of renewal, there shall be stipulations contained in that contract for applying the Wage Determination, so that the Wage Determination promulgated by the U.S Department of Labor on a date most recent to the renewal date shall apply. 5 GCA § 5801
 - (d) In addition to the Wage Determination detailed above, health and similar benefits for employees having a minimum value as detailed in the wage Determination issued and promulgated by the U.S. Department of Labor shall apply. Contractor shall pay a minimum of ten (10) paid holidays per annum per employee. 5 GCA § 5802

Any violation of Contractor or its sub-contractor(s) obligations of this section shall be investigated by the Guam Department of Labor and may include a monetary penalty assessment by the Guam Department of Labor of no less than One Hundred Dollars (\$100.00) per day, and no more than One Thousand Dollars (\$1,000.00) per day, until such time as a violation has been corrected, as well as the payment of all back wages and benefits due. 5 GCA § 5803

 - (f) In addition to any and all other breach of contract actions the Government of Guam may have under this procurement, in the event there is a violation in the process set forth in subsection (e) above, Contractor may be placed on probationary status by the Chief Procurement Officer of the General Service Agency, or its successor, for a period of one (1) year.

During the probationary status, a Contractor shall not be awarded any contract by any instrumentality of the Government of Guam. A Contractor who has been placed on probationary status, or has been assessed a monetary penalty pursuant to 5 G.C.A. Article 13 Title 5 may appeal such penalty or probationary status to the Superior Court of Guam. 5 GCA § 5804

 - (g) Contractor along with all proposed offerors and submitter under this procurement were required to submit a Declaration of Compliance with Wage Determination laws as part of this procurement with a copy of the most recent Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U.S. Department of Labor. 5 GCA §5805
 - (h) The applicable USDOL Wage Determination Rate Revision (as defined by subsections (b) and (c)) is to this Agreement. Contractor agrees to provide upon written request by the Government of Guam written certification of its compliance with its obligations as part of each invoice, along with the names of any employees, their positions, and detailed wage and benefits paid in keeping with this section. Additionally upon request by Government of Guam the Contractor shall submit source documents as to those individuals provide direct services in part or whole under this Agreement and its payments to them of such wages and benefits.

20. **ETHICAL STANDARDS:** With respect to this procurement and any other contract that the Contractor may have, or wish to enter into, with Any government of Guam agency, the Contractor represents that it has not knowingly influenced, and promises that it will not knowingly influence, any government employee to breach any of the ethical standards set forth in the Guam Procurement Law and in any of the Guam Procurement Regulations. – GAR § 11103(b)
21. **PROHIBITION AGAINST CONTINGENT FEES:** The Contractor represents that he has not retained any person or agency upon an Agreement or understanding for a percentage, commission, brokerage, or other contingent arrangement, except for retention of bona fide employees or bona fide established commercial selling agencies, to solicit or secure this Agreement or any other contract with the government of Guam or its agencies. GAR § 11108(f)
22. **CONTRACTOR'S WARRANTY AS TO EMPLOYEES AND SEX OFFENSES. Reference 5 GCA 5253 (b):** Contractor warrants that no person providing services on behalf of the Contractor has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry.

Contractor warrants that if any person providing services on behalf of Contractor is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA, or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction. Any contractor found in violation of this section, after notice from the Government of Guam, after notice from the contracting authority of such violation, shall within twenty-four (24) hours, take corrective action and shall report such action to the contracting authority. Failure to take corrective action with the stipulated period may result in the temporary suspension of the contract at the discretion of the Government of Guam.
23. **POLICY IN FAVOR OF SERVICE-DISABLED VETERAN OWNED BUSINESSES:** P.L. 31-115 (September 20, 2011) 5 GCA § 5011 and § 5012 In the procurement of any supply or service, (except for professional services), if such supply or service is offered by a Service-Disabled Veteran Owned Business "SDVOB", as defined in 5 GCA § 5012, that is at least fifty one percent (51%) owned by service-disabled veteran(s), and if the supply or service is available within the period that is required for the procurement, and the price for the supply or service does not exceed one hundred five percent (105%) of the lowest bidder price, a preference shall be given to that SDVOB by the Government of Guam, and the supply or service shall be purchased from said SDVOB. This shall be in addition to any other procurement benefit the SDVOB may qualify for under Guam law. A business concern is a qualified SDVOB if: (a) the business concern is licensed to do business on Guam; (b) the business concern maintains its headquarters on Guam; (c) the business concern is at least fifty-one (51%) owned by a service-disabled veteran(s) who served in the active U.S. military service, was discharged or released under honorable conditions and whose disability is service-connected as demonstrated by a DD214, and certified by an award letter from the U.S. Department of Veterans Affairs; the DD214 and Disability award letter from U.S. Department of Veterans Affairs are submitted to the Government of Guam procuring agency for every service offered; and the service disabled veteran(s) owner(s) of the business concern has filed individual tax returns on Guam for a period of at least three (3) consecutive years.
24. **CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:** The undersigned Bidder certifies that the bid price submitted was Independently arrived at without collusion – GAR § 3126
25. **LICENSING OR CERTIFICATE(S) OF EXEMPTIONS:** Bidders are cautioned that the Government will not consider for award any offer submitted by a bidder who cannot comply with the Guam Licensing Law. Specific information on license or exemptions may be obtained from the Director of Revenue and Taxation.
26. **EQUAL EMPLOYMENT OPPORTUNITY:** Bidder shall 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 employees are treated equally during employment without regards to their race, color, religion, sex, or national origin.
27. **AFFIDAVIT OF OWNERSHIP, COMMISSIONS, INFLUENCE, AND CONFLICTS OF INTEREST:** (5 GCA § 5233)
As a condition of submitting a bid, any partnership, sole proprietorship or corporation doing business with the Government of Guam shall submit an affidavit executed under oath that lists, among other things, conflicts of interests, any individuals who, regardless of ownership, have the power to influence or control the bidder or contractor in any way, and the name and address of any person who has held more than ten percent (10%) of the outstanding interest or shares one (1) year or "three hundred sixty-five" (365) calendar days.

Item No.	Description	Qty.	UOM	Monthly Cost	Annual Cost
1.0	Lease of Office Space (DPHSS Federal Programs) As per the following specifications	36	Mos.	\$ _____	\$ _____

The Department of Public Health and Social Services, **Division of Public Health and Bureau of Economic Services** are interested in leasing **approximately 44,627 rentable square feet of quality office and storage space** due to current and growing number of staffing. Spaces will be used for employees, furnishings, and equipment. Building shall meet the requirements of Americans with Disabilities Act (ADA) regulations and Fire Codes. Spaces shall be in a new or modern office building located in an area that is compatible with its surrounding. The location should project a professional and aesthetically pleasing appearance. Spaces must be contiguous on one floor or may be located on different floors. Building should be highly visible and must have full adequate means of egress and ingress. Building shall be concrete and shall include typhoon protection. See breakdown below:

SPECIFICATIONS:

BIDDING ON/REMARKS:

A. Office Space 1 Community Health Services Program (CHSP).

Minimum of 3,000 sq. ft.

All concrete, typhoon resistant construction, first floor location preferable; If building is multi-story, operational elevators or escalators must be available. Total office space shall be at least 3,000 sq. ft. or more of quality office space due to growing number of staff and exclusive of common areas such as public waiting area, meeting/conference room, separate restrooms male/female for staff with adequate stalls for both. All rooms must have doors with key entry locks, and electrical outlets. Entire building and parking must be A.D.A. Compliant.

Breakdown per square footage for each program as follows:

- Non-Communicable Disease Prevention Control Program – 1,000 sq. ft.
- Guam Breast and Cervical Cancer Program – 750 sq. ft.
- Comprehensive Cancer Program – 750 sq. ft.
- Guam Behavioral Risk Factor Surveillance/Office of Minority Health – 500 sq. ft.

B. Office Space 2 Public Health Emergency Preparedness Program (PHEP).

Minimum of 3,000 sq. ft.

All concrete, typhoon resistant construction, first floor location preferable; If building is multi-story, operational elevators or escalators must be available. Total office space shall be at least 3,000 sq. ft. of quality office space due to growing number of staff and exclusive of common areas such as waiting areas, public, meeting room and restrooms. The entire building and parking must be A.D.A. Compliant.

Storage Area:

Storage Area of at least 1,000 sq. ft. first floor location preferable; to be used to store critical Public Health Emergency supplies and equipment, must be temperature-controlled and accessible 24 hrs./7 days.

C. Office Space 3 Epidemiology & Laboratory Capacity (ELC).

Minimum of 6,000 sq. ft.

All concrete, typhoon resistant construction, first floor location preferable. If building is multi-story, operational elevators or escalators must be available. Total office space shall be no less than 6,000 sq. ft. and must include two (2) restrooms. Entire building and parking must be A.D.A. compliant and must be accessible 24/7. Minimum of Five (5) Office rooms to situate management/ Supervisory positions and personnel:

- a. Program Coordinator Office – Minimum of 300 sq. ft. (20’x15’)

SPECIFICATIONS:

- b. Finance/Administrative Office – Minimum of 900 sq. ft. (30’x 30’)
- c. Surveillance – Minimum of 900 sq. ft. (30’x30’)
- d. Containment – Minimum of 1600 sq. ft. (40’x40’)
- e. Territorial Epidemiologist Room – Minimum of 300 sq. ft. (20’x15’)
- f. Storage Room – Minimum of 625 sq. ft. (25’x 25’)
- g. Staff Lounge Area – Minimum of 225 sq. ft. (15’x15’)
- h. Restroom – Two (2) for employee access.
Must be separated for the usage for men and women.
- i. All Rooms – Each room must have walls, doors w/key entry locks and electrical outlets.

D. Office Space 4 Bureau of Communicable Disease Control (BCDC).

Minimum of 3,627 sq. ft.

All concrete, typhoon resistant construction, first floor location preferable; If Building is multi-story, operational elevators or escalators must be available. Total office space shall be at least 3,627 sq. ft. or more rental square feet of quality office space due To growing number of staff and exclusive of common areas such as waiting areas, public, meeting room and separate restrooms male/female for staff with adequate stalls for both and A.D.A. compliant.

Light and ventilation: The building must have proper lighting and ventilation system. Sufficient and in good working condition of electrical fixtures such as lighting fixtures and convenience outlets.

Total office and storage space shall be no less than 3,627 sq. ft. for the office of BCDC Immunization Program staff that must include two staff restrooms (separate male/female) and exclusive of common areas such as public waiting areas, public restrooms (separate male and female), and meeting room.

SPACE REQUIREMENTS:

Total office space shall be no less than 3,627 sq. ft. or more for two (2) separate sections, the Administrative Office and Vaccine/Ancillary Storage Room for use by employees, furnishing, and equipment with the detailed requirements below:

1. Administrative Office:

Open office Minimum 3,000 sq. ft. to accommodate a minimum of 20 program staff and configurable modular office cubicles.

- a. Entry and exit doors must have key entry locks.
- b. Space must have enough power source/outlets to meet program’s needs:

BIDDING ON/REMARKS:

<u>SPECIFICATIONS:</u>	<u>BIDDING ON/REMARKS:</u>
i. At least 35 power outlets (110V) 22 workstations (computers, printers and UPS), at least six (6) HEPA filter machines, four (4) shredders, two (2) fax machines, telephones, security with CCTV camera system, one household reefer, one coffee machine and one microwave.	
ii. At least three special power outlets needed for large photocopy machine.	
c. Requires 41 network droplines, 24 phone lines and one fax line.	
2. <u>Vaccine/Ancillary Storage Room:</u>	
Separate storage area minimum 627 sq. ft. preferably to be located on the first floor:	
a. Secured, enclosed room that must have doors with key entry locks.	
b. Needs to accommodate: one 19.5 ft. x 7.5 ft. sliding tracked. Storage system on rails; heavy-duty storage racks	
c. Need to accommodate pharmaceutical-grade cold chain units: wider and taller doors minimum 36 in. x 82 in); dedicated outlets for minimum six units (each 115V, 20 amp).	
d. Requires one network dropline and one phone line.	
e. Requires air conditioning 24 hours a day, 7 days a week.	
<u>E. Office Space 5 Bureau of Family Health and Nursing Services (BFHNS)</u>	
Minimum of 4,000 sq. ft.	
All concrete, typhoon resistant construction, first floor location preferable; If Building is multi-story, operational elevators or escalators must be available. Total office space shall be at least 4,000 sq. ft. of quality office space. Due to growing number of staff and exclusive of common areas such As waiting areas, public, meeting room and restrooms. Entire Building and parking must be A.D.A. compliant.	
Light and ventilation: the building must have proper lighting and Ventilation System. Sufficient and in good working condition of electrical Fixtures such as lighting fixtures and convenience outlets.	
Space requirements: Total office space shall be no less than 4,000 SF Or more for two (2) separate sections, the Administrative Office And Clinic are.	
a. <u>Administrative office must have the following Rooms:</u>	
<ul style="list-style-type: none"> Open office to accommodate (14) direct service staff Total space required: 40'x 20'(800 sq. feet) Requires 14 droplines and 14 phone lines with one fax line And dedicated (220volt outlet or plug) Eight (8) office rooms for staff who hold a management And/or supervisory position. Total space required: each room to be 10'x10' (100 sq. feet) Each Rooms requires a dropline and phone line. One restroom (Male and Female) Sharing Total space: 10'x16' (60 sq. feet) Staff lounge Total space required: 15'x 12' (180 sq. feet) 	

SPECIFICATIONS:

BIDDING ON/REMARKS:

Please note that each room must have the following:
Walls, Doors, Doors w/Key Entry Locks and Electrical Outlets.

b. Clinic

Secured waiting area: Protecting open access to staff Operations
and confidential records. Total space required: 20'x 20' (400 sq. feet)
Requires a dropline and phone line

- Processing room provide over the counter window service to receive all visitors from the waiting area. The area must be able to accommodate administrative and support staff, and equipment (copier, shredder, printer, filing cabinets, etc.)

Total space required: 10'x 10' (100 sq. feet)
Require a fax line and one dedicated 220 volt outlet or plug,
Dropline and phone line.

- **Two (2) counseling rooms.**
Total space required: each room 10' x 10' (100 sq. feet)
Requires a small sink on each room, dropline, and phone line
- **Medical Provider Room**
Total space required: 10'x 10' (100 sq. feet)
Requires a dropline and phone line
- **Immunization Room**
Total space required: 20'x20' (400 sq. feet)
Requires two dropline and two phone line
- **One restroom Sharing (Male and Female)**
Total space required: 10'x 6' (60 sq. feet)
- **Storage space with AC:**
For all office and clinic Supplies,
Total space required: 30'x 30' (900 sq. feet) please note

That each room must have the following:
Walls, doors, doors w/key entry locks and electrical outlets

F. **Office Space 6 Guam Office of Minority Health (GOMH).**
Minimum of 4,500 sq. ft.

All concrete, typhoon resistant construction, first floor location preferable; If Building is multi-story, operational elevators or escalators must be available. Dedicated Americans with Disabilities (ADA) gender specific restrooms with daily cleaning service;

Structure: All plumbing and electrical systems must be in excellent working order; A clean, filtered high-capacity efficiency centralized air conditioning/climate control system with accessible rheostat(s); Secured indoor storage space: approximately 1200 cubic feet.

Desirable: All weather accessible and secured drive through garage for two large cargo vans (vehicles are approximately 220' in length):

- Indoor accommodations for small kitchen (sink, refrigerator space And a Small eating area for about 6-8 people, and stove (220 volt electrical outlet)
- Unit must support configurable modular office cubicles
- Unit must have openable windows

SPECIFICATIONS:

BIDDING ON/REMARKS:

- Turn-key move-in condition; no major pending repairs to utilities, connectivity or weather protection or indoor/outdoor paintwork needed upon lease agreement signing.
- No issues with hazardous materials or construction: free from asbestos, lead, natural and manmade biohazards, industrial waste, nicotine accumulation, raw sewage, etc.) indoors and outdoors.
- No existing interior mold and mildew issues that requires mitigation for safe work spaces.
- No cracked or damaged glass, doors or typhoon shutters (interior/exterior).
- Secured typhoon shutters.
- Parked area must be free of road hazards and unfinished construction.
- Interior and exterior must not have any offensive or hazardous odor or noises.

AREA REQUIREMENT:

4500 sq. ft. with an open floor plan and with a minimum of six (6) individual secured office workspaces sq. ft. with an open floor plan and with a minimum of six (6) individual secured office workspaces with floor ceiling walls. Square footage to include meeting space, workstations areas and areas to serve the community as per the grant target objectives. Ideal office space will accommodate a staff of about 10 to 15 employees to any given time plus the concurrent capacity to safely and comfortably accommodate a maximum of 25 training participants while observing social distance guidelines.

Minimum of two parking stalls shall be accessible to the disabled with one being van accessible. Parking stalls shall be visible, clearly marked on asphalt concrete or similar pavement material. Parking area should be lit at night and during low-visibility times.

G. Office Space 7 Bureau of Economic Security (BES).

Minimum of 8,000 sq. ft. and 500 sq. ft. file storage
The Department of Public Health and Social Services (DPHSS), Division Of Public Welfare, Bureau of Economic Security needs at least 8,000 square feet of quality office space and 500 square feet of file storage. All concrete, typhoon resistant construction, first floor location preferable; If Building is multi-story, operational elevators or escalators must be available.

Light and ventilation: The building must have proper lighting and ventilation system. Sufficient and in good working condition of electrical fixtures such as lighting fixtures and convenience outlets.

Space Requirements:

Total office space shall be no less than 8,500 Square Feet for the offices of BES Central staff, two (2) staff restrooms (male and female), two (2) client restrooms (male and female).

Please note that each room must have the following:

Walls, doors w/key entry locks, and electrical outlets.

SPECIFICATIONS

BIDDING ON/REMARKS:

H. Office Space 8 Bureau of Child Care Services (BCCS).

Minimum of 12,000 to 15,000 sq. ft.

The Department of Public Health and Social Services, hereinafter Referred to as DPHSS, Division of Children’s Wellness (“DCW”) Bureau of Child Care Services (BCCS); a newly established division and bureau pursuant to Governor’s Executive Order No. 2021-28 would like to lease between 12,000 square feet to 15,000 square feet of quality space available for use by employees, furnishings, and equipment. The exterior of the building shall have a designated bus station(s) for customers accessing public transportation services.

Office Space Requirements: Administration

At least two offices of 180 sq. ft. (15’x12’) are required for the Bureau Administrators to occupy. The office requires a door to ensure privacy and confidential information is properly maintained. This office will allow for the existing cubicle furniture that provides for 1 work area for the Administrator, a cubicle for preparatory work to be performed, two chairs, and four stand-alone file cabinets (360 sq. ft.).

An area of 640 sq. ft. (32’x20’) is required for waiting/receiving area of the bureau. This area is where our clients will sign in and then wait to be called to meet with staff for services. The area will have 10-15 individual chairs, television, brochure, and pamphlet stand(s).which will be provided by CCDF. The area needs to be free and clear of any structural beams for a clear view as to who is coming and leaving as well as to ensure the area is able to accommodate CCDF clients.

An area of 900 sq. ft. is required for BCCS administrative staff to occupy. This area will allow for the existing cubicle furniture that provides for 8 works areas for staff and/or volunteers, a cubicle for preparatory work to be performed, eight staff chairs, eight stand-alone file cabinets, a fax machine, and 16 under desk file cabinets (systems) to be housed.

The area needs to be free and clear of any structural beams to ensure the cubicle furnishings and work equipment fit in this work area and staff have visibility of each other.

An office of 154 sq. ft. (14’x11’) is required for the BCCS Administrative Officer to occupy. The office requires a door to ensure privacy and confidential information is properly maintained. This office will allow for the existing cubicle furniture that provides for 1 work area for the AA, a cubicle for preparatory work to be performed, two chairs, and six stand-alone file cabinets, two under desk file cabinets (systems) to be housed.

An area of 400 sq. ft. (40’x10’) is required for the BCCS Administrative staff’s supply room. This space will allow for the existing 10-shelving units and 8 stand-alone cabinets.

An area of 160 sq. ft. (20’x8’) is required for the BCCS Administrative staff’s utility room. This space will house the copier, paper shredder, postage machine and 3 stand-alone cabinets to secure paper and toner supplies.

SPECIFICATIONS

A file room of 144 sq. ft. (15’x12’) is required for the library/resource room. The office space will be utilized to house program manuals and resource materials.

Library

An area of 1,225 sq. ft. (35’x25’) is required for the conference room. This space will be utilized for conferences, meetings, trainings, etc. There shall be no beams that would obstruct the view of anyone who is in the room and will allow for conference room, theater style or small work groups set ups for staff and patrons who use the room.

At least two offices of 154 sq. ft. (14’x11’) is required for the Program Coordinator IVs to occupy. The office requires a door to ensure privacy and confidential information is properly maintained. This office will allow for the existing cubicle furniture that provides for 1 work area for the PCIV, a cubicle for preparatory work to be performed, two chairs, and four stand-one file cabinets, two under desk file cabinets (systems) to be housed.

An open area of 2000 sq. ft. (100 sq. ft. – 10x10/2000 sq. ft. for twenty (20) equal spaces with four tiles between cubicles is required for the CDDF staff to occupy. This will allow for the existing cubicle furniture that provides for twenty work stations, 40 file cabinets, 40 chairs for staff and patrons. The work area has to be free of any structural beams, as there needs to be clear visibility among all staff in this work area.

A file room of 144 sq. ft. (180 sq. ft. - 15’x12’) is required for the CCDF Program staff to use for records, retention and educational materials.

Interview Rooms

An area of 288 sq. ft. is required that is equally divided into six (6) separate interview rooms of 28 sq. ft. each. Each room for a total of six (6) separate and distinct rooms, with a door in each room will be used by division staff conducting investigative and/or program service interviews.

Each room is to have a window that can be seen by other office staff looking in as well as the staff using to room, looking out. The room will be equipped with a desk (table) with up to 3 chairs depending on the number of people scheduled to be in the room. Each room is to be free of any structural beams that would obstruct the view of the staff with those being provided services.

Employee Lounge

An area of 400 sq. ft. (20’x20’) is required for an employee lounge. This area will house a full sized refrigerator, microwave oven, toaster, toaster oven, and water cooler(s). The room will allow for at least 5 tables and 25 chairs.

Restrooms

Restrooms must be separated for the usage of men and women (8 equal sized restrooms). Four for clients labeled (Ladies/Men), four for employees labeled appropriately (Ladies/Men).

BIDDING ON/REMARKS:

SPECIFICATIONS

BIDDING ON/REMARKS:

Computer Laboratory

This area of 180 sq. ft. (15'x12') needs to be free and clear of any structural beams as the area should be 160 sq. ft. of useable floor space. The area will serve as a computer lab.

Storage Room

This area needs to be free and clear of any structural beams as the area should be 1,000 sq. ft. of useable floor space. The area will serve as a storage room to house supplies for daycare providers. This are will allow for existing shelving units.

Leased Premises Access

DPHSS/BCCS shall be provided twenty-four (24) hours access to leased premises three hundred sixty-five days (365) per year. DPHSS/BCCS shall have the right to make additional keys and provide to all employees if deemed appropriate.

Internal Appearance

All surfaces must have a clean, neat and professional appearance free of mold at all times and a fresh coat of light or off-white color as to mutually agreed upon by DPHSS/BCCS and Lessor. Floor covering shall be easy to clean to include carpet, ceramic, or vinyl tile and shall be free from stains, cracks, and other hazards. Any and all stained, discolored, chipped, or cracked floor covering shall be replaced within 90 days upon signing of contract at no cost to the DPHSS/BCCS.

LOCATION:

Preferred location must be in a central area. The Department of Public Health and Social Service will consider locations in Hagatna, Mangilao, Sinajana, Tamuning, Upper Tumon & Barrigada. 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.

TELEPHONE AND POWER OUTLETS:

Unit must have at least 367 telephone jacks and three (3) fax lines. Telephone jacks must be immediately available. Bidder is responsible for telephone jack installations. Department of Public Health and Social Services will incur all costs for Telephone service. Must also include 288 power outlets, 110 volts.

A. Community Health Services Program (CHSP)

Unit must have a least 36 telephone jacks. Telephone jacks must be immediately available. Bidder is responsible for telephone jack installations. Department of Public Health and Social Services will incur all cost for Telephone service. Must also include 36 power outlets. 110 volts.

B. Public Health Emergency Preparedness Program (PHEP)

Unit must have at least 20 network RJ45 jacks utilizing CAT6E Cabling must be immediately available. Bidder is responsible for Jack installation. Department of Public Health and Social Services will incur all costs for telephone. Must include at least 20 power outlets, 110 volts.

SPECIFICATIONS

BIDDING ON/REMARKS:

C. Epidemiology and Laboratory Capacity (ELC)

50 Network RJ45 utilizing CAT6E cabling must be immediately available. Bidder is responsible for jack installation. All cabling shall be home run from the RJ45 jack to the patch panel located in the network communications room. All network drops shall be labeled. RJ45 jacks must be located in the following areas: Administrator’s office, additional offices, staff open space areas, both conference rooms, and the reception area.

D. Bureau of Communicable Disease Control (BCDC), Immunization Program.

Unit must have at least twenty-five (25) telephone jacks, 24 landlines and 1 fax line. Telephone jacks must be immediately available. Department of Public Health and Social Services will incur all cost for telephone.

E. Bureau of Family Health Nursing and Services (BFHNS)

Telephone jacks must be immediately available. At a minimum, 30 telephone Lines and 2 fax lines. This is in addition to the telephone source seed to accommodate the T1 line needed for the Computer Network. Telephone jacks must be installed in all designated rooms (open office, office rooms, waiting room, processing room, examination room, medical provider room, and immunization room).

F. Guam Office of Minority Health (GOMH)

Unit must have at least 20 telephone jacks. Telephone jacks must be immediately available. Bidder is responsible for telephone jack installations. Department of Public Health and Social Services will incur all costs for telephone service.

G. Bureau of Economic Security (BES)

Telephone jacks must be immediately available. At a minimum, 35 telephone lines. This is addition to the telephone source needed to accommodate the T1 line needed for the Computer Network. Telephone jacks must be installed in the Administrator’s Office, Conference Room, File Room, Waiting Area, and Staff Open Office Space Areas. Bidder is responsible for the jack installation.

H. Bureau of Child Care Services (BCCS)

Telephone jacks must be immediately available. At minimum, shall provide BCCS 35 telephone lines, and 2 fax lines. Bidder shall provide DPHSS/BCCS office, at a minimum 112 electrical outlets for computers, scanners, printers, and other equipment necessary to ensure services are maintained.

NETWORK CONNECTIVITY

The bidder shall provide network droplines connectivity for 238 work stations. Bidder shall provide the main networking area with a high rise floor system to house the main servers and other networking equipment. The networking area shall be fire-proof and fire-retardant. It shall be made of 6 hour rated fire-resistant material that meets local fire safety requirements. It shall be equipped with a clean agent, fire suppressant system. Bidder has forty-five (45) calendar days upon execution of the contract to comply with this if it is not immediately available. See breakdown below:

SPECIFICATIONS

BIDDING ON/REMARKS:

A. Community Health Services Program (CHSP)

The bidder shall provide network droplines connectivity for 30 stations. Bidder shall provide the main networking area with a high rise floor system to house the main servers and other networking equipment. The networking area shall be fire-proof and fire-retardant. It shall be made of 6 hour rated fire-resistant material and meets local fire safety requirements. It shall be equipped with a clean agent, fire suppressant system.

B. Public Health Emergency Preparedness Program

The Bidder shall provide network droplines connectivity for up to 15 stations. Bidder shall provide the main networking area with a to house the main servers and other networking equipment. It shall be made of 6 hour rate fire-resistant material that meets local fire safety requirements. It shall be equipped with a clean agent, fire-retardant. It shall be made of 6 hour rated fire-resistant material that meets local fire safety requirements. It shall be equipped with a clean agent, fire suppressant system.

C. Epidemiology & Laboratory Capacity (ELC)

The bidder shall provide the capability for network connectivity via Fiber to the Office of Technology in Hagatna. Bidder shall provide fiber connectivity from leased office space to Telecommunication Company’s point of presence. Bidder shall provide a minimum of 50 electrical outlets for computers, a copier machine, equipment and other devices necessary to ensure services are maintained.

D. Bureau of Communicable Disease Control (BCDC), Immunization Program.

42 Network RJ45 jacks utilizing CAT6E cabling must be immediately available. Bidder is responsible for jack installation. All cabling shall be home run from the RJ45 jack to the patch panel located in the network communications room. All network drops shall be labeled. RJ45 jacks must be located in the following areas: Administrator’s office, additional offices, staff open space areas, both conference rooms, and the reception area. Bidder shall provide the main networking area with a high-rise floor system to house the main servers and other networking equipment. The networking area shall be fire-proof and fire-retardant. It shall be made of six (6) hour rated fire-resistant material that meets Local fire safety requirements. It shall be equipped with a clean agent, fire suppressant system.

E. Bureau of Family Health and Nursing Services (BFHNS)

The bidder shall provide the capability for network connectivity. Bidder shall provide a minimum 30 electrical outlets for computers, machines, equipment, and other necessary to ensure services are maintained. Bidder shall provide the main networking area to house the main server and other networking equipment.

F. Guam Office of Minority Health (GOMH)

The bidder shall provide network droplines connectivity for 25 stations. Bidder shall provide the main networking area with a floor system to house servers and other networking equipment. –GOMH the bidder must ensure physical network security and with a reliable power source.

SPECIFICATIONS

BIDDING ON/REMARKS:

G. Bureau of Economic Services (BES)

The bidder shall provide the capability for network connectivity. Bidder shall provide a minimum 40 electrical outlets for computers, machines, equipment and other necessary item (calculators; electric sharpeners; etc.) to ensure services are maintained. Bidder shall provide the main networking area to house the main servers and the other networking equipment.

H. Bureau of Child Care Services (BCCS)

The bidder shall provide the capability for network connectivity. Bidder shall provide the main networking area with a high-rise floor system to house the main servers and other networking equipment. Network CAT6 outlets must be immediately available. DPHSS will incur all costs for networking services. Bidder is responsible for network CAT6 outlet installations.

PARKING STALLS:

Parking stalls shall accommodate a minimum of **262 vehicles** that Include employee’s privately owned vehicles, official vehicles and public parking. Parking stalls shall be visible, clearly marked on asphalt concrete or similar pavement material. See breakdown below:

A. Community Health Services Program (CHSP)

Parking stalls shall accommodate a minimum of 20 vehicles that include employee’s privately owned vehicles, official vehicles and public parking. A minimum of two (2) parking stalls shall be accessible to the disabled with one being van ADA accessible.

B. Public Health Emergency Preparedness Program (PHEP)

Parking stalls shall accommodate a minimum of 15 vehicles that include employee’s privately owned vehicles, official vehicles and public parking. A minimum of two (2) parking stalls shall be accessible to the disabled with one being van ADA accessible and at least two (2) loading and unloading only stalls.

C. Epidemiology & Laboratory Capacity (ELC)

Parking stalls shall accommodate a minimum of 30 vehicles to include employee’s privately owned vehicles, official vehicles, and public parking. A minimum of two (2) parking stalls shall be accessible to the disabled with one being van ADA accessible. Parking stall shall be clearly marked on asphalt concrete or similar pavement material. A designated parking stall strictly to be used for postal and mail courier Services (i.e. USPS, FedEx, DHL, etc.)

**D. Bureau of Communicable Disease Control (BCDC),
Immunization Program.**

Parking stalls shall accommodate a minimum of 30 vehicles that include employee’s privately owned vehicles, official vehicles and public parking. Minimum of two parking stalls shall be accessible to the disabled with at least one being van accessible. Parking stalls shall be visible, clearly marked on asphalt concrete or similar pavement material. A designated parking stall strictly to be used for postal and mail courier services (i.e. USPS, FedEx, DHL, etc.).

SPECIFICATIONS

BIDDING ON/REMARKS:

E. Bureau of Family Health and Nursing Services (BFHNS)

Eighty parking stalls shall accommodate a minimum of twenty (22) staff and Twenty five (25) clients. Minimum of two parking stalls shall be accessible to the disabled with at least one being van accessible for the office space required. Preferably the parking spaces are secured and within or adjacent To the building.

F. Guam Office of Minority Health (GOMH)

Parking stall shall accommodate a minimum of twenty (20) vehicles that include employee's privately owned vehicles, official vehicles and public parking. Minimum of two parking stalls shall be accessible to the disabled with one being van accessible. Parking shall be visible, clearly marked on asphalt concrete or similar pavement material. Parking area should be lit at night and during low-visibility times.

G. Bureau of Economic Services (BES)

Sixty (60) parking stalls shall accommodate a minimum of thirty (30) staff and thirty (30) clients Minimum of two parking stalls shall be accessible to the disabled with one being van accessible for the office space required. Preferably the parking spaces are secured, and within or adjacent to the building.

H. Bureau of Child Care Services (BCCS)

Parking area must have designated parking for a minimum of forty (40) vehicles that include employee's privately-owned vehicles, official vehicles, and public parking. Minimum of six (6) parking stalls shall be accessible to the disabled with two (2) being van accessible.

Driveway Access

Entrance and exit should be one way in and one way out. Secured driveway access with chain link or gated fence. Entrance and exit signs should be posted.

BUILDING SIGNAGE:

MAIN DIRECTORY:

Bidder shall provide directional and location signage for DPHSS that can be attached to the building or free-standing with close proximity of the building. Must be acrylic or plexi-glass of at least 5 feet x 18 feet to be designed and approved by DPHSS.

NO SMOKING: Bidder shall provide a signage of at least 2ft. x 4ft. in accordance with Public Law 30-63 and Public Law 35-47: No Smoking or Vaping within (20) feet of an entrance or exit of a public place where smoking is prohibited.

TYPHOON CONDITON READINESS:

Bidder shall secure entire building. These procedures shall include items such as checking that automatic backup generator is operational, ensuring adequate fuel for standby generator to protect critical office equipment until island power restores, and putting up typhoon shutters. Post-disaster procedures shall include opening typhoon shutters, clearing away all debris, cleaning windows, and floors, checking for internal damage, ensuring proper drainage both internal and external to the building(s). Tenant should be able to begin operations within twenty-four (24) hours after the disaster concludes or upon declaration of Condition of Readiness (COR) 4.

SPECIFICATIONS

BIDDING ON/REMARKS:

A. Bureau of Communicable Disease and Control (BCDC), Immunization Program.
These procedures shall include items such as checking that automatic backup generator is operational, ensuring adequate fuel for generator to protect vaccines and pharmaceuticals in cold chain units when island power is turned off during and after the storm, until island power restores, and putting up typhoon shutters.

RENOVATIONS/MODIFICATIONS:
All “move-in” renovations/modifications of the building shall be made at no cost to the satisfaction of the tenant within reason of the total square footage desired. Renovations/Modifications shall be approved by tenant to accommodate office personnel and equipment to include workstation furniture.

A. Guam Office of Minority Health (GOMH)
Rental space should be in “Turn Key” condition upon signing of lease.

BUILDING CODES:
Bidder shall ensure that building meets all current local building Codes and statutes, (i.e., building, fire, safety, OSHA, ADA etc.)

RECORDS STORAGE AREA:
Storage of permanent records shall be made of six (6) Hour rated fire-resistant material that meets local fire Safety requirements. It shall be equipped with a clean Agent, fire suppressant system (halon alternative). Access door shall be made of steel plate(s) or other durable fire-resistant material with a secure locking mechanism. (Bidder has forty-five (45) calendar days upon award to comply, if it is not immediately available. See attached breakdown:

A. Public Health Emergency Preparedness Program (PHEP)
Storage Area of at least 1,000 sq. ft. located on the first floor, to be used to store Critical Public Health Emergency supplies and equipment, and must be Temperature-controlled and accessible 24 hr/7days.

B. Epidemiology Laboratory Capacity (ELC)
Minimum of 625 square feet (25’ x 25’)

C. Bureau of Family Health Nursing Services (BFHNS)
Storage Area of at least 1,000 sq. ft. to be used to store critical Public Health Emergency supplies and equipment.

EMERGENCY DISASTER PLAN:
The landlord shall provide tenant with an emergency disaster plan, to include, but not limited to, periodically inspected, emergency lighting installed by all entrance/exit doorways, building evacuation emergency exit floor plan, landlord’s emergency contact numbers, to be posted/ mounted on office interior wall by exit doorways. Landlord is also to ensure fire extinguishers are inspected and maintained as required by law. Landlord to ensure that all smoke alarm devices are periodically maintained for maximum effectiveness.

NO SECURITY DEPOSIT:
No security deposit shall be required, no first and last month’s rent shall be required in advance of occupancy.

SPECIFICATIONS

BIDDING ON/REMARKS:

TOILET FACILITY:

Adequate and separate common area toilet facilities for men and women including the visiting public shall be provided. The Lessor shall maintain the facilities in sanitary and clean condition at all times and make such facilities available at all times when DPHSS personnel are present in the building. The facilities will include providing toilet paper, soap, running water and all janitorial work and supplies at no additional cost to DPHSS.

ACCEPTANCE OF ALL TERMS:

SUBMISSION OF A BID OR QUOTE INDICATES ACCEPTANCE OF ALL TERMS AND CONDITIONS BY THE BIDDER.

RENTAL COST TO THE GOVERNMENT SHALL INCLUDE THE FOLLOWING:

BIDDING ON/REMARKS:

A) UTILITIES:

The landlord must ensure water, power and sewer is operationally available, which requires air condition to be on 24 hours/7 days for the entire facility. Unit must have enough power source outlets to meet the programs needs. A special power outlet may be needed for a photocopy machine.

B) STANDBY GENERATOR:

Shall have automatic operable generator with automatic transfer switch with no more than “twenty” (20) second delay, with sufficient capacity to operate the entire facility during power outages; and shall ensure standby generator is in good working condition, provide written proof of periodic (quarterly or bi-annual) maintenance, properly maintained as required to automatically be in operational use once a power outage occurs. Ensure adequate fuel for generator. Landlord must notify Programs in advance, or whichever comes first, when standby generator is down and/or under maintenance service repair.

C) AIR-CONDITIONING UNITS:

Landlord shall provide sufficient and adequate intake & outtake circulation to each respective office space. Landlord is responsible for the operations and periodic & preventive maintenance at least every six (6) months, of the air condition units. Location of vaccines/cold chain units must have air conditioning units on “Twenty-four” 24 hours/7 days.

D) PEST CONTROL SERVICES:

Shall be done at least every six months, or as may be necessary (interior/exterior). Pest control services for ant/roach, rodents and/or termites.

A. Bureau of Child Care Services.

Shall be done at once every quarter.

E) BUILDING MAINTENANCE:

Lessor shall keep at no additional cost an on-site building maintenance office with a full-time maintenance staff immediately available Monday to Friday during the hours of 8:00 am to 5:00 pm for immediate replacement of burnt out light bulb/tubes, draining of sewage, urinal backups, normal repairs, alterations/renovations, including door and window and door locks.

Common Areas

Lessor shall maintain the common area in a professionally and aesthetically clean environment at no cost to DPHSS.

F) TRASH AND RECYCLABLE COLLECTION:

Shall provide trash and recyclable collection at least once during the work week.

BIDDING ON/REMARKS:

G) JANITORIAL SERVICES:

Shall provide services for indoor office space at least once during the work week such as: sweeping, vacuuming, mopping, dusting and cleaning of windows. Daily cleaning of the bathroom and emptying all trash containers and daily replenishment of bathroom and trash container supplies.

H) GROUNDS MAINTENANCE:

Surrounding areas of the building premises shall be kept clean, well maintained at all times; to remove/trim all overgrown grass, bushes that covers visibility; such as, but not limited to, road accessibility and signage, plants, trees, etc., to clean/clear out any debris or trash with unsanitary odor from premises of building property.

A. Bureau of Child Cares Services (BCCS)

Quarterly:

- Strip and wax, buff office floors
- Shampoo and vacuum carpets (if carpeted)

Services should commence any time after 3pm and to complete by 5pm to not disrupt office operations.

Quarterly services should commence during weekends as to not disrupt office operations.

I) SECURITY:

Includes costs for security alarm systems and electrical locks and codes on main and exit doorways. "Twenty-four" 24 hour/ 7 days security service shall be available.

A. Bureau of Child Cares Services (BCCS)

At least one security guard should be assigned outside the building's premises between the afterhours of 5 PM to 8 AM

J) Contract terms applicable to IFB

These specifications were developed by the staff of the Department of Public Health and Social Services Ms. Genevey H. Kloulubak, Administrative Officer and approved by Mr. Arthur San Agustin, Director.

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-014-23 this lease, the Land and the Building (collectively, the "Premises"). "See ¶128 entitled Entire Agreement."

2. **Term:** The term of this lease ("Term") shall be for a period of three (3) years, "thirty six 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, 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 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 thirty 30 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, typhoon 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. To the extent of daily operations as define by the division head. Landlord shall provide 1 of 3: 1. Cancellation of contract; 2) Alternate of area to use at no cost; or 3) Appropriate discount equal to the lost of space.

10. **Holding Over:** If Tenant shall remain in possession of the Premises after the expiration of the Term, 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 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 to include trash collection 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 shall be allowed to fully inspect the Premises. If Premises do not meet the requirements stated in Invitation for Bid **GSA-014-23**. Landlord shall be required to make modifications to the Premises to satisfy such requirement.

Renovation/Modifications as stated in the "Invitation for Bid **GSA-014-23**. All renovations/modifications of the building shall be made to the satisfaction of the **(Department of Public Health & Social Services)** 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. Unless, the existing monthly trash pickup, which is the Landlord's obligation under these specifications, can effectuate such removal.

14. **Liens:** Tenant and Landlord 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 or Tenant may, 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. 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: Department of Public Health and Social Services
Attn: Arthur San Agustin, MHR, Director DPHSS
Claudia S. Acfalle, Chief Procurement Officer (GSA)
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, which hereby incorporates by reference the entire IFB and all of the IFB's Affidavits, original packet attachments, and purchase order(s), 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.
31. **Statutory Interest:** Interest on amounts ultimately determined to be due to the Contractor or the government of Guam or DPHSS shall be payable at the statutory rate applicable to judgments from the date of decision or judgment, whichever is later.
32. **Multi-Term and Availability of Funds:** This Agreement is contingent upon the availability of certified funds. Funds are available for the first fiscal period of this Agreement. The source of the funds for this Agreement is **FEDERAL FUNDS.** The event that funds are not available for any succeeding fiscal period, the remainder of this Agreement shall be cancelled for insufficient funds, the awarded Contractor shall be reimbursed the reasonable value of any nonrecurring costs reasonably incurred but not amortized in the price of the supplies delivered or services performed under the Agreement. The Procurement Officer will notify the Contractor on a timely basis whether the funds are, or are not, available for the continuation of the Agreement for each succeeding fiscal period. DPHSS may modify this agreement based upon the Determination of Need. The government of Guam and DPHSS shall have no liability under this agreement to the Contractor or to anyone else beyond the certified Funds available for this Agreement. Nothing in this provision creates a right to renegotiate rent for regular extensions or renewals not caused by insufficient funds.