



LOURDES A. LEON GUERRERO
GOVERNOR (MAGA'HAGA)

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LIEUTENANT GOVERNOR
(SIGUNDO MAGA'HAGA)

DEPARTMENT OF ADMINISTRATION

GENERAL SERVICES AGENCY

AHENSAN SETBISION HINIRAT
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EDWARD M. BIRN
DIRECTOR (DIREKTOT)

BERNADINE C. GINES
DEPUTY DIRECTOR
(SIGUNDO DIREKTOT)

February 13, 2023

INVITATION FOR BID

GSA-014-23

OFFICE SPACE LEASE (DPHSS-FEDERAL PROGRAMS)

AMENDMENT #2

1. AMEND TO CHANGE "BID OPENING" DATE FROM: FEBRUARY 14, 2023 AT 10:00 A.M. TO **NOW READ: FEBRUARY 23, 2023 AT 2:00 P.M.**
2. AMEND TO REPLACE PAGE 3 OF 51 WITH THE "REVISED 2/13/23" PAGE 3 OF 51 (ATTACHED)

AMEND TO REPLACE PAGES 32 THRU 51 OF 51 WITH THE **"REVISED 2/13/23" PAGES 32 THRU 83 (ATTACHED)**

ALL OTHERS REMAIN UNCHANGED.


CLAUDIA S. ACFALLE
Chief Procurement Officer

Please Print Acknowledgement Copy (Re-Fax to GSA)

Received By: _____

Date: _____

Company Name: _____

Fax to: 475-1727 or 472-4217

Email to: gsaprourement@gsadoa.guam.gov

INVITATION FOR BID

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

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 (Item #1 – 7). Term may be renewed yearly with no change in monthly rate throughout the duration of the lease term upon the availability of funds.

For a Period of One (1) Year with an Option to Renew for six (6) additional months (Item #8). Term may be renewed with no change in monthly rate throughout the duration of the lease term upon the availability of funds.

(All 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:

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 Non-Communicable Disease (BNCD) & Bureau of Communicable Disease Control (BCDC)** are interested in leasing approximately 6,627 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:

A1. Office Space for: Bureau of Non-Communicable Disease (BNCD).
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 public waiting area, meeting/conference room, two separate restrooms male/female for staff with at least two stalls and one sink for each restroom.

All rooms must have doors with key entry locks, and electrical outlets. 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.

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.

- Specifications:**
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.

a. Space must have enough power source/outlets to meet program’s needs:

- i. At least 40 power outlets (110V) for (20) workstations (computers, printers and UPS), at least six (6) HEPA filter machines, four (4) shredders, two (2) fax machines, (1) Promethian Board, telephones, security with CCTV camera system, one household refrigerator, one coffee machine and one microwave.

<u>SPECIFICATIONS:</u>	<u>BIDDING ON/REMARKS:</u>
ii. At least 4 designated power outlets (at least 115V and higher) needed for two large photocopy machines and conditioners.	
c. Requires (40) network droplines, 20 phone lines and two fax lines.	
<u>Telephone and Power Outlets:</u> Unit must have at least <u>20 telephone jacks</u> and <u>two (2) dedicated fax lines</u> . 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 <u>40 power outlets</u> , 110 volts for the phone instruments/fax machines.	
<u>Network Connectivity:</u> The bidder shall provide <u>40 network droplines connectivity</u> for 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:	
<u>Building Signage:</u> <u>MAIN DIRECTORY:</u> 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.	
<u>No Smoking:</u> 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.	
<u>A2. Office Space for: Bureau of Communicable Disease Control (BCDC).</u> <u>Minimum of 3,627 sq. ft.</u> 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. of 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.	
<u>Light and ventilation:</u> 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.	

SPECIFICATIONS:

BIDDING ON/REMARKS:

Space Requirements:

Total office space shall be no less than **3,627 sq. ft.** 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:
 - i. At least **35 power outlets** (110V) for (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. Vaccine/Ancillary Storage Room:

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 (6) 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.

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.

<u>SPECIFICATIONS:</u>	<u>BIDDING ON/REMARKS:</u>
<p><u>Telephone and Power Outlets:</u> Unit must have at least <u>25 telephone jacks</u> and <u>one dedicated fax line</u>. 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 <u>44 power outlets</u>, 110 volts.</p>	<hr/>
<p><u>Network Connectivity:</u> The bidder shall provide <u>42 network droplines connectivity</u> for 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:</p>	<hr/>
<p><u>Building Signage:</u> 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.</p>	<hr/>
<p>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.</p>	<hr/>
<p><u>Parking Stalls:</u></p> <p>A1. <u>Bureau of Non-Communicable Disease (BNCD)</u> Parking stalls shall accommodate a minimum of <u>20 vehicles</u> 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.</p>	<hr/>
<p>A2. <u>Bureau of Communicable Disease Control (BCDC), Immunization Program.</u> Parking stalls shall accommodate a minimum of <u>30 vehicles</u> 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.).</p>	<hr/>
<p><u>Typhoon Condition Readiness:</u> 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.</p>	<hr/>

SPECIFICATIONS:

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.

Building Codes:

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

Rrecords 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.

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.

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.

BIDDING ON/REMARKS:

RENTAL COST TO THE GOVERNMENT SHALL INCLUDE THE FOLLOWING:

- 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.

() Yes () No – Remarks: _____

- 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.

() Yes () No – Remarks: _____

- 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.

() Yes () No – Remarks: _____

- 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.

() Yes () No – Remarks: _____

- 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.

() Yes () No – Remarks: _____

- F) **TRASH AND RECYCLABLE COLLECTION:** Shall provide trash and recyclable collection at least once during the work week.

() Yes () No – 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.

() Yes () No – Remarks: _____

H) **GROUPS 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.

() Yes () No – Remarks: _____

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.

() Yes () No – Remarks: _____

J) **Contract terms applicable to IFB (Attached)**

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.

Item No.	Description	Qty.	UOM	Monthly Cost	Annual Cost
2.0	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 Bureau of Child Care Services (BCCS)** is interested in leasing **minimum of 15,000** 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:

C. Office Space Bureau of Child Care Services (BCCS).
Minimum of 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 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 (2) offices of 200 sq. ft. (16’x12.5’) 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 (400 sq. ft.).

An open area of 2000 sq. ft. (100 sq. ft. - 10’x10’ /1,400 sq. ft.) for fourteen (14) equal spaces with four tiles between workstations is required for The PDG staff to occupy.

An open area of 1,800 sq. ft. (40’x45’) is required for waiting/receiving area of the Bureau & PDG. This area is where our clients will sign in and then wait to be called to meet with staff for services. This area will have 15-20 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 1,000 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 180 sq. ft. (15’x12’) is required for the BCCS Administrative Officer to copy. 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.

SPECIFICATIONS:

BIDDING ON/REMARKS:

An area of 200 sq. ft. (16'x12.5') is required for the Chief of DCW State Office to Occupy with a door to ensure privacy and confidential information is properly Maintained.

An area of 160 sq. ft. (16'x10') with open space to occupy two (2) supporting Supporting state office admin staff. Must be within Chief of DCW State Office's Workspace, separated by door.

An area of 300 sq. ft. (15'x20') is required to utilized for a small conference room.

An area of 500 sq. ft. (25'x20') is required for 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.

A file room of 180 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 2,000 sq. ft. (40'x50') 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 (2) offices of 180 sq. ft. (15'x12') 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. (360 sq. ft.)

An open area of 3000 sq. ft. (100 sq. ft. – 10'x10') for twenty (20) equal spaces with four tiles between cubicles is required for the CCDF 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 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 400 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.

<u>SPECIFICATIONS:</u>	<u>BIDDING ON/REMARKS:</u>
<p><u>Employee Lounge</u> An area of <u>480 sq. ft. (25'x18')</u> 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.</p>	_____
<p><u>Restrooms</u> 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) with one (1) being (Ladies/Men) ADA compliant.</p>	_____
<p><u>Computer Laboratory</u> This area of <u>500 sq. ft. (20'x25')</u> needs to be free and clear of any structural beams as the <u>area should be 500 sq. ft. of useable floor space</u>. The area will serve as a computer lab.</p>	_____
<p><u>Storage Room</u> This area needs to be free and clear of any structural beams as the area should be 1,200 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.</p>	_____
<p><u>Leased Premises Access</u> 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.</p>	_____
<p><u>Internal Appearance</u> 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.</p>	_____
<p><u>Location:</u> 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.</p>	_____
<p><u>Telephone and Power Outlets:</u> Telephone jacks must be immediately available. At a minimum, shall provide BCCS <u>(35) telephone jacks and (2) fax lines</u>. State Office <u>(3) telephone lines</u>, and PDG <u>(10) telephone lines</u>. Bidder shall provide DPHSS/BCCS/PDG/State Office, at a minimum of <u>130 electrical outlets</u> for computers, scanners, printers, and other equipment necessary to ensure services are maintained.</p>	_____
<p><u>Network Connectivity:</u> The bidder shall provide network droplines connectivity for <u>256 workstations</u>. 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. Network CAT6 outlets must be immediately available. DPHSS will incur all costs for networking services. Bidder is responsible for network CAT6 outlet installations.</p>	_____

SPECIFICATIONS:

BIDDING ON/REMARKS:

Parking Stalls:

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 Condition 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.

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.

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.

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, land lord's emergency contact numbers, to be posted/mounted on office interior wall by exit doorways.

SPECIFICATIONS:

BIDDING ON/REMARKS:

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.

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:

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.

() Yes () No – Remarks: _____

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.

() Yes () No – Remarks: _____

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.

() Yes () No – Remarks: _____

D) **PEST CONTROL SERVICES:** Shall be done at least once every quarter (3 months), or as may be necessary (interior/exterior). Pest control services for ant/roach, rodents and/or termites.

() Yes () No – Remarks: _____

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.

() Yes () No – Remarks: _____

F) TRASH AND RECYCLABLE COLLECTION: Shall provide trash and recyclable collection at least once during the work week.

() Yes () No – 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.

Quarterly: Strip and wax, buff office floors & Shampoo and vacuum carpets (if carpeted) Services should commence any time after 3pm and to be completed by 5pm to not disrupt office operations. Quarterly services should commence during weekends as to not disrupt office operations.

() Yes () No – Remarks: _____

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.

() Yes () No – Remarks: _____

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

() Yes () No – Remarks: _____

J) Contract terms applicable to IFB (Attached)

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.

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

The Department of Public Health and Social Services, Public Health Emergency Preparedness Program (PHEP) are interested in leasing **approximately 3,000 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:

Office Space Public Health Emergency Preparedness Program (PHEP).
Minimum of 3,000 sq. ft. of total office and storage space

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 least2,000 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.

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 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.

NETWORK CONNECTIVITY

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. Bidder has forty-five (45) calendar days upon execution of the contract to comply with this if it is not immediately available.

PARKING STALLS:

Parking stalls shall accommodate at least **15 vehicles** that include employee’s privately owned vehicles, official vehicles and public parking.

SPECIFICATIONS:

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. Parking stalls shall be visible, clearly marked on asphalt, concrete or similar pavement material.

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 and visible to the public. 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.

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.

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.

Storage Area of at least 1,000 sq. ft. located preferably 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.

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.

BIDDING ON/REMARKS:

SPECIFICATIONS:

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.

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.

BIDDING ON/REMARKS:

RENTAL COST TO THE GOVERNMENT SHALL INCLUDE THE FOLLOWING:

- 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.

() Yes () No – Remarks: _____

- 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.

() Yes () No – Remarks: _____

- 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.

() Yes () No – Remarks: _____

- 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.

() Yes () No – Remarks: _____

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.

() Yes () No – Remarks: _____

F) **TRASH AND RECYCLABLE COLLECTION:** Shall provide trash and recyclable collection at least once during the work week.

() Yes () No – 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.

() Yes () No – Remarks: _____

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.

() Yes () No – Remarks: _____

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.

() Yes () No – Remarks: _____

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.

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

Description: The Bureau of Social Services Administration (BOSSA) is interested in leasing approximately 10,000 sq. ft. of quality office space available for use by employees, furnishings, and equipment. Building shall meet the requirements of ADA and fire codes. Space 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. Space must be contiguous on one floor or maybe located on different floors. Building should be highly visible and must have full adequate means of ingress or egress. Building shall be concrete and shall include typhoon protection. The office space shall consist with the following settings:

SPECIFICATIONS:

BIDDING ON/REMARKS:

Secured Waiting Area:

Protecting access to bureau staff in order to control client traffic to the office and particularly the children who are in protective custody.
TOTAL SPACE REQUIRED: approximately 130 sq.ft. (10' W x 13' L)

Reception Area:

With window service to receive all visitors from the waiting area. The reception area must be able to accommodate 5 adjoining workstations. This area space must also be able to accommodate 3 to 4 filing cabinets, in addition to other clerical equipment, Xerox copier and supplies that are used throughout the day.
TOTAL AREA SPACE REQUIRED: approximately 425 sq.ft. (25'W x 17'L)

Four (4) Interviewing Rooms:

Two (2) rooms adjacent where a one way mirror is installed to conduct video tape interviews from one room, while observations are made from the other room. The one room will also be converted into a Play Therapy Room. Two (2) other rooms must be able to provide privacy in order to conduct interviews With clients and conduct family visits. Required space for each interview room is as follows:

Interviewing Room 1 - TOTAL AREA SPACE:
approximately 100 sq. ft. (10' W x 10' L)

Interviewing Room 2 - TOTAL AREA SPACE:
approximately 130 sq. ft. (10' W x 13' L)

Interviewing Room 3 - TOTAL AREA SPACE:
approximately 144 sq. ft. (12' W x 12' L)

Interviewing Room 4 - TOTAL AREA SPACE:
approximately 234 sq. ft. (13' W x 18' L) (Play Therapy Room)

Six (6) Office Space Rooms:

For Direct Service Supervisors to conduct their program operations and conduct private staff consultations. Required space is as follows:

Direct Service Supervisor – TOTAL AREA SPACE:
approximately 196 sq. ft. (14' W x 14' L)

CPS Intake/ Crisis Supervisor – TOTAL AREA SPACE:
approximately 144 sq. ft. (12' W x 12' L)

<u>SPECIFICATIONS:</u>	<u>BIDDING ON/REMARKS:</u>
CPS Investigations Supervisor – TOTAL AREA SPACE: approximately <u>144 sq. ft. (12’ W x 12’ L)</u>	<hr/>
CPS Case Management Supervisor – TOTAL AREA SPACE: approximately <u>144 sq. ft. (12’ W x 12’ L)</u>	<hr/>
Family Preservation Supervisor – TOTAL AREA SPACE: approximately <u>144 sq. ft. (12’ W x 12’ L)</u>	<hr/>
HEPS Supervisor – TOTAL AREA SPACE: approximately <u>144 sq. ft. (12’ W x 12’ L)</u>	<hr/>
<u>Office Space area to accommodate 36 Direct Services Personnel:</u> Custom fit adjoining workstations for personnel consists of the following: 36 Workstations total for staff. There should also be open space for walk Ways to accommodate printers and other forms that are used by the programs throughout the work day. TOTAL AREA SPACE REQUIRED: approximately <u>2,000 sq. ft.</u>	<hr/>
<u>Office Space area to accommodate an additional 30 New Direct Services Personnel:</u> 30 Workstations total for new additional staff. There should also be open space for walkways to accommodate printers and other forms that are used by the programs throughout the work day. TOTAL AREA SPACE REQUIRED: approximately <u>2,020 sq. ft.</u>	<hr/>
<u>Staff Lounge Area:</u> REQUIRED TOTAL AREA SPACE approximately <u>154 sq. ft. (14’ W x 11’ L)</u>	<hr/>
<u>Storage Rooms:</u> REQUIRED TOTAL AREA SPACE approximately <u>520 sq. ft.</u>	<hr/>
<u>Conference Room:</u> Utilized for meetings, trainings, etc... REQUIRED TOTAL AREA SPACE IS approximately <u>420 sq.ft. (14’Wx30’L)</u>	<hr/>
<u>Administrator, ASU, and Program Management Staff (PMS):</u> REQUIRED TOTAL AREA SPACE FOR EACH AREA IS AS FOLLOWS:	
Administrator’s Office: REQUIRED TOTAL AREA SPACE approximately <u>336 sq. ft. (14’ W x 24’ L)</u>	<hr/>
PMS Staff There are a total of 6 Staff utilizing adjoining custom fit workstations measuring at 7’ 3” X 5’ 8” each. REQUIRED TOTAL AREA SPACE: approximately <u>352 sq. ft. (16’ W x 22’ L)</u>	<hr/>
ASU Staff There are 2 Staff utilizing adjoining custom fit workstations REQUIRED TOTAL AREA SPACE: approximately <u>210 sq. ft. (14’ W x 15’ L)</u>	<hr/>
<u>Administrator’s Waiting Area:</u> Must be able to secure adjoining workstations, administrative filing cabinets and provide waiting space. REQUIRED TOTAL AREA SPACE IS approximately <u>210 sq. ft. (14’ W x 15’ L)</u>	<hr/>

<u>SPECIFICATIONS:</u>	<u>BIDDING ON/REMARKS:</u>
<u>Library & Resource Room:</u> REQUIRED TOTAL AREA SPACE: approximately 210 sq. ft. (14' W x 15' L)	_____
<u>Prevention Materials / Curriculum Storage Room:</u> REQUIRED TOTAL AREA SPACE: approximately 90 sq. ft. (9' W x 10' L)	_____
<u>Records Room:</u> For Program Files – Must be able to secure and to maintain the confidentiality of all files. Door should provide for a window/shelf service.	_____
REQUIRED TOTAL AREA SPACE: approximately 374 sq. ft. (22' W x 17' L)	_____
<u>Overflow Records Room:</u> For inactive and pending case files. REQUIRED TOTAL AREA SPACE: approximately 265 sq. ft.	_____
<u>Additional and Separate Records Room:</u> This room stores miscellaneous files and is maintained for audit purposes. REQUIRED TOTAL AREA SPACE: approximately 80 sq. ft. (8' W x 10' L)	_____
<u>Open Area Space:</u> To accommodate copier machines and filing cabinets. REQUIRED TOTAL AREASPACE: approximately 85 sq. ft. (5' W x 17' L)	_____
<u>Computer Server Room:</u> REQUIRED TOTAL AREA SPACE: approximately 60 sq. ft. (5' W x 12' L)	_____
<u>Open Area Space to accommodate a custom made reception work station:</u> REQUIRED TOTAL AREA SPACE: approximately 195 sq. ft. (13' W x 15' L)	_____
<u>Restrooms:</u> Must be able to provide separate restrooms for the men and women and accommodate the 50 + bureau staff in addition to daily office clients. Both Men's and Women's restrooms must have two sit down toilet stalls, one of each must be wheelchair accessible. The Men's restroom must have one urinal stall. Both Men's and Women's restroom must have two sinks.	_____
REQUIRED TOTAL AREA SPACE FOR MEN'S RESTROOM: approximately 170 sq. ft. (10' W x 17' L)	_____
REQUIRED TOTAL AREA SPACE FOR WOMEN'S RESTROOM: approximately 170 sq. ft. (10' W x 17' L)	_____
<u>OFFICE BUILDING:</u> The entire office space must be located on one floor. If building is multi-story, operational elevators or escalators must be available. Total office space shall be approximately 10,000 sq. feet and inclusive of common areas such as waiting areas, public and staff restrooms. Entire building and parking must be A.D.A. compliant.	_____

SPECIFICATIONS:

BIDDING ON/REMARKS:

ELECTRICAL/POWER SOURCE:

Bidder shall provide DPHSS/BOSSA office, at a minimum, **60 electrical outlets** for 55 computers and 6 printers systems. In addition, for other office equipment and appliances utilized by the bureau.

TELEPHONE:

Telephone jacks must be immediately available and compatible to our current provider. Bidder shall provide BOSSA office, at a minimum, with **57 telephone jacks**.

LOCATION:

Preferred location is the vicinity of Hagatna within close proximity of (no more than a half mile) or walking distance from the Superior Court of Guam. Frequent operations require attendance at court proceedings, filing of documents and consultation with the Family Court Judge. Time is of the essence with respect to performing daily operations in which the location of the lease plays a major factor.

PARKING STALLS:

Parking stalls shall accommodate a minimum of **50 vehicles** that include employees' privately owned vehicles, official vehicles, and public parking. **Minimum of three (3) parking stalls** shall be accessible for persons with disabilities. **Minimum of twelve (12) reserved parking stalls** for DPHSS/BOSSA official government vehicles. Parking stalls shall be clearly marked on asphalt or similar pavement material.

NETWORK CONNECTIVITY:

The bidder shall provide the capability for network connectivity via Fiber or Metro E connection to the Department of Public Health and Social Services main facility in Mangilao. Bidder must provide telephone source needed to accommodate the **T1 Line needed for the Computer Network Connection**. Bidder shall provide the main networking area to house the main servers and other networking equipment.

TYPHOON CONDITION READINESS:

The bidder shall secure the entire building prior to a typhoon. These procedures shall include: 1) checking that the backup generator is operational. 2) putting up typhoon shutters 3) post-disaster procedures shall include, for example, opening typhoon shutters, cleaning away all debris, cleaning windows and floors, checking for internal damage, ensuring proper drainage both internally and externally to the building. Tenant should be able to safely begin operations within twenty-four (24) hours after the disaster has concluded.

RENOVATION/MODIFICATIONS:

All renovations/modifications of the building shall be made to the satisfaction of the tenant within reason of the total square footage desired. Renovations/modifications shall be approved by tenant.

BUILDING CODES:

Bidders shall ensure that building meets all current local building codes and statutes (i.e., building, fire, safety, OSHA, etc.)

**OCCUPATIONAL SAFETY AND HAZARDOUS AGENCY (OSHA)
AND CIVIL RIGHTS AND THE AMERICANS WITH DISABILITIES
ACT (ADA):**

Office and building must be in compliance with OSHA regulations and the CIVIL RIGHTS AND THE ADA Act.

EMERGENCY DISASTER PLAN:

The landlord shall provide DPHSS/BOSSA with an emergency disaster plan, to include, but not limited to, emergency lighting, building evacuation, and landlord’s emergency contact numbers.

NO SECURITY DEPOSIT:

No security deposit shall be required. No last month’s rent shall be required in advance upon occupancy.

RENTAL COST TO THE GOVERNMENT SHALL INCLUDE THE FOLLOWING:

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.

() Yes () No – Remarks: _____

B) Standby Generator: Shall have an operable standby generator with automatic transfer switch with sufficient capacity to operate the entire facility during a power outage. Landlord shall provide operations and maintenance of the generator.

() Yes () No – Remarks: _____

C) Air-conditioning units: Sufficient to supply office space requirements. Thus, meeting office space requirements. Air-conditioning shall be available on the weekends only upon request by the tenant.

() Yes () No – Remarks: _____

D) Pest Control services: Shall be done at least once every quarter.

() Yes () No – Remarks: _____

E) Building Maintenance: To include replacement of burnt out bulbs, draining of sewage, urinal backups, normal repairs, alterations/renovations, including doors, windows and door locks.

() Yes () No – Remarks: _____

F) Security: Includes costs for security alarm system for the building.

() Yes () No – Remarks: _____

G) Trash Collection: Shall provide trash collection at least twice a week.

() Yes () No – Remarks: _____

H) Janitorial Services: Daily – sweep and mop floors; collect and dispose of all office trash; clean and wipe doors, windows and mirrors; dust furniture, office equipment and shelves; water office plants; clean and restock two (2) office restrooms, including cleaning toilets and sinks; clean staff lounge, including counters and sinks. Monthly (last work day of each month) – wax and buff office floors; clean air condition (A/C) filters for all A/C units.

() Yes () No – Remarks: _____

I) Air-Conditioning Maintenance: Full service maintenance shall be conducted at least once a quarter by the landlord.

() Yes () No – Remarks: _____

J) Grounds Maintenance: Cleaning of the surrounding areas of the building, such as grass cutting, trimming of plants, power washing sidewalks, etc.

() Yes () No – Remarks: _____

K) Contract Terms Applicable to IFB (Attached)

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

The Department of Public Health and Social Services, **Bureau of Economic Services** are interested in leasing **approximately 8,500 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:

F. Office Space 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.

PARKING STALLS:
Seventy-five (75) parking stalls shall accommodate a minimum of thirty **(40) staff** and thirty **(35) 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.

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 10 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. Must also include **Sixty (60) power outlets, 110 volts.**

SPECIFICATIONS:

BIDDING ON/REMARKS:

NETWORK CONNECTIVITY

The bidder shall provide the capability for network connectivity. Bidder shall provide a minimum 60 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. DPHSS will incur all costs for networking services. Bidder is responsible for network CAT6 outlet installations.

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.

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.

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.

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).

SPECIFICATIONS:

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.

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.

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.

BIDDING ON/REMARKS:

RENTAL COST TO THE GOVERNMENT SHALL INCLUDE THE FOLLOWING:

- 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.

() Yes () No – Remarks: _____

- 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.

() Yes () No – Remarks: _____

- 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.

() Yes () No – Remarks: _____

- 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.

() Yes () No – Remarks: _____

- 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.

() Yes () No – Remarks: _____

- F) TRASH AND RECYCLABLE COLLECTION:** Shall provide trash and recyclable collection at least once during the work week.

() Yes () No – 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.

() Yes () No – Remarks: _____

H) GROUND 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.

() Yes () No – Remarks: _____

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.

() Yes () No – Remarks: _____

J) Contract terms applicable to IFB (Attached)

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.

Item No.	Description	Qty.	UOM	Monthly Cost	Annual Cost
6.0	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 Family Health and Nursing Services** are interested in leasing **approximately 4,000 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:

G. Office Space Bureau of Family Health and Nursing Services (BFHNS)
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** for two (2) separate sections, the Administrative Office and Clinic.

a. Administrative office must have the following Rooms:

- Open office to accommodate (14) direct service staff
Total space required: 40'x 17.5'(700 sq. feet)
Requires 14 droplines and 14 phone lines with one fax line and dedicated (220volt outlet or plug)
- Six (6) 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'x4' (40 sq. feet)
- Staff lounge Total space required: 10'x 10' (100 sq. feet)

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 10' (200 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.)

SPECIFICATIONS:

BIDDING ON/REMARKS:

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.

- **One (1) 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: 15'x15' (300 sq. feet)
Requires two dropline and two phone line
- **Medical File Room 900 sq. ft.**
- **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: 40' x 20' (800 sq. feet) please note
that each room must have the following:
(walls, doors, doors w/key entry locks and electrical outlets)

AREA REQUIREMENT:

4000 sq. ft. with an open floor plan and with a minimum of six (6) individual secured office workspaces with an open floor plan and 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 current capacity to safely and comfortably accommodate a maximum of 25 training participants while observing social distance guidelines.

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 15 telephone jacks and one fax line. 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 30 power outlets, 110 volts.

NETWORK CONNECTIVITY

The bidder shall provide network droplines connectivity for 15 work stations. Bidder shall provide the main networking area with a high rise floor system to house the main servers and other networking equipment.

SPECIFICATIONS:

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.

BIDDING ON/REMARKS:

PARKING STALLS:

Eighty(80) 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.

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.

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.

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.

SPECIFICATIONS:

BIDDING ON/REMARKS:

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.

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:

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.

() Yes () No – Remarks: _____

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.

() Yes () No – Remarks: _____

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.

() Yes () No – Remarks: _____

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.

() Yes () No – Remarks: _____

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.

() Yes () No – Remarks: _____

F) TRASH AND RECYCLABLE COLLECTION: Shall provide trash and recyclable collection at least once during the work week.

() Yes () No – 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.

() Yes () No – Remarks: _____

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.

() Yes () No – Remarks: _____

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.

() Yes () No – Remarks: _____

J) CONTRACT TERMS APPLICABLE TO IFB (Attached)

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.

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

The Department of Public Health and Social Services, Health Disparities/Community Health Workers (HD/CHW) are interested in leasing **approximately 4,500 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:

H. Office Space Health Disparities/Community Health Workers(HD/CHW).

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
- 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 with an open floor plan and with floor ceiling walls.

SPECIFICATIONS:

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.

PARKING STALLS:

Minimum of **two (2) parking stalls** shall be accessible to the disabled with **one (1) 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.

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 30 telephone jacks and 1 fax line. 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 60 power outlets, 110 volts.

NETWORK CONNECTIVITY

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.

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.

PARKING STALLS:

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.

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.

BIDDING ON/REMARKS:

RENTAL COST TO THE GOVERNMENT SHALL INCLUDE THE FOLLOWING:

(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.

() Yes () No – Remarks: _____

(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.

() Yes () No – Remarks: _____

(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.

() Yes () No – Remarks: _____

(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.

() Yes () No – Remarks: _____

(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.

() Yes () No – Remarks: _____

(F) TRASH AND RECYCLABLE COLLECTION: Shall provide trash and recyclable collection at least once during the work week.

() Yes () No – 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.

() Yes () No – Remarks: _____

(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.

() Yes () No – Remarks: _____

(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.

() Yes () No – Remarks: _____

(J) CONTRACT TERMS APPLICABLE TO IFB (Attached)

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 ¶28 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 for three (3) months. 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.

Item No.	Description	Qty.	UOM	Monthly Cost	Annual Cost
8.0	Lease of Office Space (DPHSS Federal Program) As per the following specifications	18	Mos.	\$ _____	\$ _____

The Department of Public Health and Social Services, **Division of Public Health Epidemiology & Laboratory Capacity (ELC)** is interested in leasing **approximately 6,000 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:

B. Office Space - 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) Rest-Rooms. Entire building and parking must be A.D.A. compliant and must be accessible 24/7. Minimum of seven (7) Office rooms to situate management/ Supervisory positions and personnel:

- a. Program Coordinator Office – Minimum of 300 sq. ft. (20’x15’)
- 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. Network Communication Room – 100 sq. ft (10’x 10’)
- h. Staff Lounge Area – Minimum of 225 sq. ft. (15’x15’)
- i. Restroom – Two (2) for employee access.
Must be separated for the usage for men and women.
- j. All Rooms – Each room must have walls, doors w/key entry locks and electrical outlets.

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.

Power Outlets:
Must include **50 power outlets**, 110 volts including 2 separate circuits in the network communications room.

Network Connectivity:
The bidder shall provide **48 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 which is installed in a secured rack located in the network communications room.

All network drops shall be labeled. RJ45 jacks must be located in the following areas: Program Coordinator’s office, additional offices, staff open space areas, both conference rooms, and the reception area.

SPECIFICATIONS:

Bidder has forty-five (45) calendar days upon execution of the contract to comply with this if it is not immediately available.

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.

Parking Stalls:

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.)

Typhoon Condition 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.

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.

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.

BIDDING ON/REMARKS:

SPECIFICATIONS:

BIDDING ON/REMARKS:

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.

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.

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:

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 program’s needs. A special power outlet may be needed for a photocopy machine.

() Yes () No – Remarks: _____

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.

() Yes () No – Remarks: _____

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.

() Yes () No – Remarks: _____

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.

() Yes () No – Remarks: _____

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.

() Yes () No – Remarks: _____

F) TRASH AND RECYCLABLE COLLECTION: Shall provide trash and recyclable collection at least once during the work week.

() Yes () No – 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.

() Yes () No – Remarks: _____

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.

() Yes () No – Remarks: _____

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.

() Yes () No – Remarks: _____

J) Contract terms applicable to IFB (Attached)

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 ¶28 entitled Entire Agreement."

2. **Term:** The term of this lease ("Term") shall be for a period of "**one**" **(1) year "Twelve" (12) 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, for an **additional "six" (6) months upon availability of funds with no change in monthly rate throughout the duration of the lease term**. 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 for three (3) months. 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:**

(c) 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.

(d) 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.