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RECEIVED
OFFICE OF THE PUBLIC AUDITOR
PROCUREMENT APPEALS

JUN 07 2007
TIME: 4:40pm
BY: Yuka
FILE No. OPA-PA 07-004

*Also admitted in MO & CNMI

LETTER OF TRANSMITTAL

DATE: June 7, 2007

TO: Ms. Doris Flores Brooks
Office of the Public Auditor

Re: **Teal Pacific LLC/Procurement Appeal**

VIA: HAND DELIVERY U.S. MAIL COURIER

Please find attached documents for the above-referenced matter. If our office can be of any further assistance, please do not hesitate to contact us.

TRANSMITTED HEREWITH:

- | | | |
|--|---|---|
| <input type="checkbox"/> FOR YOUR INFORMATION | <input type="checkbox"/> PER OUR CONVERSATION | <input type="checkbox"/> FOR PAYMENT |
| <input type="checkbox"/> FOR YOUR FILES | <input type="checkbox"/> FOR REVIEW & COMMENT | <input type="checkbox"/> FOR CORRECTION |
| <input type="checkbox"/> PER YOUR REQUEST | <input type="checkbox"/> FOR NECESSARY ACTION | <input type="checkbox"/> FOR FILING |
| <input type="checkbox"/> FOR YOUR APPROVAL | <input checked="" type="checkbox"/> SEE REMARKS BELOW | |
| <input type="checkbox"/> FOR INITIALS & RETURN | | |
| <input type="checkbox"/> FOR SIGNATURE & FORWARDING AS BELOW | | |
| <input type="checkbox"/> RETURN EXECUTED COPY TO OUR OFFICE | | |

REMARKS:

Enclosed herewith please find the Procurement Appeal.

ORIGINAL



OFFICE OF THE PUBLIC AUDITOR

Appendix A: Notice of Appeal Form
PROCUREMENT APPEAL

PART I- To be completed by OPA

In the Appeal of _____)
 _____) **NOTICE OF APPEAL**
 _____)
 (Name of Company), APPELLANT _____)
 _____)
 _____) Docket No. OPA-PA _____

PART II- Appellant Information

Name: TEAL PACIFIC LLC
 Mailing Address: 633 GOVERNOR CARLOS G. CAMACHO RD.
SUITE 210, TAMUNING, GUAM 96913
 Business Address: SAME AS ABOVE
 Daytime Contact No: 649-1001

PART III- Appeal Information

- A) Purchasing Agency: GUAM MEMORIAL HOSPITAL AUTHORITY
- B) Identification/Number of Procurement, Solicitation, or Contract: BID NO. 016-2007 BID NO. GMHA 008-2007
- C) Decision being appealed was made on May 24, 2007 (date) by:
 Chief Procurement Officer Director of Public Works Head of Purchasing Agency

Note: You must serve the Agency checked here with a copy of this Appeal within 24 hours of filing.

- D) Appeal is made from:
(Please select one and attach a copy of the Decision to this form)
 Decision on Protest of Method, Solicitation or Award
 Decision on Debarment or Suspension
 Decision on Contract or Breach of Contract Controversy
 (Excluding claims of money owed to or by the government)
 Determination on Award not Stayed Pending Protest or Appeal
 (Agency decision that award pending protest or appeal was necessary to protect the substantial interests of the government of Guam)

E) Names of Competing Bidders, Offerors, or Contractors known to Appellant:

JMI	
MEDPHARM	

PART IV- Form and Filing

In addition to this form, the Rules of Procedure for Procurement Appeals require the submission together with this form of additional information, including BUT NOT LIMITED TO:

1. A concise, logically arranged, and direct statement of the grounds for appeal;
2. A statement specifying the ruling requested;
3. Supporting exhibits, evidence, or documents to substantiate any claims and the grounds for appeal unless not available within the filing time in which case the expected availability date shall be indicated.

Note: Please refer to 2 GAR § 12104 for the full text of filing requirements.

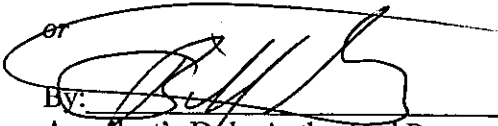
PART V- Declaration Re Court Action

Pursuant to 5 GCA Chapter 5, unless the court requests, expects, or otherwise expresses interest in a decision by the Public Auditor, the Office of the Public Auditor will not take action on any appeal where action concerning the protest or appeal has commenced in any court.

The undersigned party does hereby confirm that to the best of his or her knowledge, no case or action concerning the subject of this Appeal has been commenced in court. All parties are required to and the undersigned party agrees to notify the Office of the Public Auditor within 24 hours if court action commences regarding this Appeal or the underlying procurement action.

Submitted this 7 day of June 07.

By: _____
APPELLANT

or 

Appellant's Duly Authorized Representative
(Address) 209 Route 4; second floor; Hasletna 62 96910
(Phone No.) 671-472-2302

GROUNDS FOR APPEAL

Teal Pacific LLC (hereinafter "Teal") bid on GMHA 008-2007, which solicited bids on a portable x-ray machine. At the bid opening on February 14, 2007, it was revealed Teal was the lowest bidder to provide a GE AMX-4 portable x-ray machine. Then, fourteen days later Teal received a letter informing it in writing that the invitation for bid ("IFB") was cancelled in the "best interests of GMHA," specifically, that the solicitation "did not provide for consideration of all factors significant to the territory."

GMHA then again solicited by way of the Pacific Daily News for a portable x-ray machine. Teal picked up the bid invitation package (O16-2007) and saw that the specifications had not changed one iota. Within ten (10) days, Teal protested to GMHA's chief procurement officer in writing.

Later, GMHA clarified that while both solicitations requested bids on a General Electric AMX-4 or its equivalent (along with many other specifications/requirements), the second solicitation should have solicited only the GE AMX-4 and not allow for equivalents. Thus, the "factor significant to the territory" not previously considered was that GMHA wanted only GE equipment, which for the sake of argument *is* a rational factor – had Teal Pacific's bid not offered GMHA a **GE AMX-4** at the lowest price of any other bidder as revealed at the February 14, 2007 bid opening.

In its rejection of Teal's protest GMHA stated that "When the solicitation was re-issued, the description of GMH's need as set forth in the Specifications was substantially different from that contained in the Original IFB." See, May 24, 2007 rejection letter pg 3. GMHA then identifies what it considers substantially different specifications by quoting from the two IFBs, both of which contain identical language for the specifications. The only language GMHA identifies that is not identical is additional language in 016-2007 which gives additional justification as to why the GE AMX-4 had to be purchased. See, *id* pgs 3 – 4. The rejection letter/decision cites to no specifications that appear in one IFB that do not appear in the other.

GMHA's letter rejecting Teal's protest nicely focuses the grounds for this appeal. For its rationale in rejecting Teal's protest, GMHA states that the bid specifications were different and that this difference justified its re-issuance of the IFB. The only language in the second IFB that GMHA identifies in support of its rationale is language that does not reveal a difference in specifications but language that reveals a change in the justification for the specifications. See discussion above and id pgs 3 – 4. Accordingly, the decision by GMHA to cancel the IFB and to re-issue it with identical specifications was at best irrational and arbitrary and capricious, or at worst designed to prejudice Teal by canceling the IFB after it was publicly revealed what Teal's bid amount was.

The justification GMHA gave for canceling the bid was that “the solicitation did not provide for consideration of all factors of significance to the Hospital.” See, May 24, 2007 letter pg 3. As the specifications had not changed, all factors material to the bid were clearly considered. Agencies cannot be permitted to manipulate the bid process by simply quoting statutory language which allows bids to be cancelled and new bids to be re-issued when it is in the “best interests of the Territory.” In this case, GMHA attempts to justify the canceling of the first bid by stating that the best interests of the Territory required the issuing of new specifications. However, as demonstrated, the specifications GMHA has identified as material were identical, and Teal’s bid met those specifications in its response to GMHA’s IFB 009-2007.

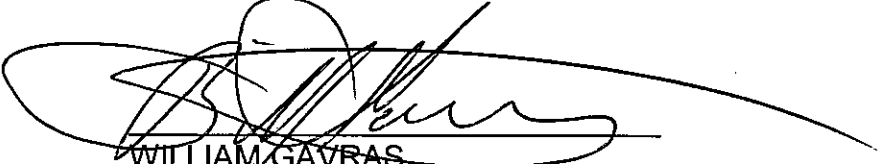
RULING REQUESTED

The cancellation of 008-2007 was illegal, an abuse of discretion, arbitrary and capricious, and contrary to 5 GCA section 5525 which requires cancellation to be in the best interests of the Territory. The Office of the Public Auditor should order GMHA to proceed with 008-2007 and to consummate that bid/contract with Teal, Teal having been the lowest responsive bidder. The Office of the Public Auditor should order GMHA to cease any further action on 016-2007 as it was issued without legal justification.

VERIFICATION

I, WILLIAM L. GAVRAS, the undersigned, declare under penalty of perjury that I am the attorney for the Appellant; that I have read the foregoing and know the contents thereof and that the facts stated therein are true of my own knowledge except as to those matters that are stated to be upon information and belief and as to those matters I believe them to be true.

Date: June 7, 2007



WILLIAM GAVRAS



OFFICE OF THE PUBLIC AUDITOR

**Appendix D: Hearing Request/Waiver Form
PROCUREMENT APPEAL**

In the Appeal of)	
)	
)	HEARING
)	REQUEST/WAIVER
(Name of Company), APPELLANT)	
)	Docket No. OPA-PA_____
_____)	

Please select one:

Pursuant to 2 GAR § 12108(a), the undersigned party does hereby request a hearing on the appeal stated above.

Pursuant to 2 GAR § 12108(a), the undersigned party does hereby waive his/her right to a hearing and is submitting the appeal stated above on record without a hearing.

Submitted this 7 day of June, 2007.

By: (Please select one)

- APPELLANT
- Chief Procurement Officer
- Director of Public Works
- Head of Purchasing Agency


Signature

William Cavras
Print Name



OFFICE OF THE PUBLIC AUDITOR

**Appendix B: Declaration Form
PROCUREMENT APPEAL**

In the Appeal of _____)
)
)
)
)
 (Name of Company), APPELLANT) Docket No. OPA-PA _____
)
)
 _____)

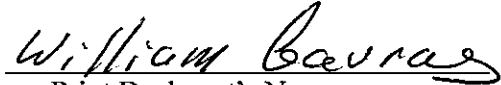
DECLARATION RE COURT ACTION
(To be signed by the Government Purchasing Agency.)

Pursuant to 5 GCA Chapter 5, unless the court requests, expects, or otherwise expresses interest in a decision by the Public Auditor, the Office of the Public Auditor will not take action on any appeal where action concerning the protest or appeal has commenced in any court.

The undersigned party does hereby confirm that to the best of his or her knowledge, no case or action concerning the subject of this Appeal has been commenced in court. All parties are required to and the undersigned party agrees to notify the Office of the Public Auditor within 24 hours if court action commences regarding this Appeal or the underlying procurement action.

Submitted this ___ day of ____, 20__.

By: 
DECLARANT


Print Declarant's Name

472-2342-



Guam Memorial Hospital Authority Aturidåt Espetåt Mimuriåt Guåhan



850 GOV. CARLOS CAMACHO ROAD
OKA, TAMUNING, GUAM 96913
TEL: 647-2444 or 647-2330
FAX: (671) 649-0145

May 24, 2007

**VIA HAND DELIVERY
AND U.S. MAIL**

Mr. Sivalingam Karuppan
633 Governor Carlos G. Camacho Road
Suite 210
Tamuning, Guam 96913

**RE: Bid Protest of Invitation For Bid No. GMHA 008-2007
and Bid No. 016-2007**

Dear Mr. Karuppan:

This letter acknowledges the receipt of your bid protest dated March 29, 2007 (the "Protest"), which was received by the Guam Memorial Hospital Authority ("GMHA") on March 30, 2007. The Protest concerns Invitation For Bid No. 008-2007 (the "Original IFB") and Invitation for Bid No. GMHA Bid 016-2007 (the "Reissued IFB"). After careful review of the claims set forth therein and accompanying documentation, GMHA hereby rejects your Protest.

RELEVANT FACTS

As you know, the Original IFB was issued on January 25, 2007, and sought "General Electric (GE) AMX-4 Plus Mobile or Equivalent." On February 23, 2007, however, the bid was cancelled in the best interests of GMHA because the solicitation did not provide for consideration of all factors of significance to the Hospital. A letter to this effect was sent to all bidders of the Original IFB, including Mr. Roy Salvador Adonay of Teal Pacific LLP, who acknowledged receipt of the cancellation on March 8, 2007. (See Letter dated February 28, 2007 addressed to Mr. Roy Salvador Adonay, General Manager for Teal Pacific LLC, from GMHA).

Subsequent to the cancellation of the Original IFB, on March 21, 2007, GMHA issued Bid Invitation No. GMHA 016-2007. Although the page entitled "Guam Memorial Hospital Authority Bid Specifications" identified the solicited equipment as a "General Electric (GE) AMX-4 Plus Mobile or Equivalent," Page 1 of the Specifications with the footnote "AMX-4 Specification 3/12/07" indicated that the bid "must be for a AMX-4 plus

Mr. Sivalingam Karuppan
May 24, 2007
Page 2

Mobile" and *not* its equivalent due to standardization of existing parts, software and training of GMHA's equipment. (See Page 1, AMX-4 Specification). In order to correct the error on the Bid Specification page, on March 26, 2007, GMHA issued Amendment No. 2 for Bid 016-2007, indicating that the words "Or Equivalent" should be removed from the Bid Specifications. Teal Pacific filed its protest to GMHA 016-2007 and GMHA 008-2007 on March 29, 2007.

DISCUSSION

The basis of Teal Pacific's protest is largely unclear from your March 29 letter which alleges that "the only factor not considered by the territory [in the issuance of GMHA Bid No. 008-2007]. . . was the possibility that [Teal Pacific] would be the lowest bidder." On the other hand, your letter also acknowledges that "[t]he only other possibility is that GMHA made a mistake." (Letter from Teal Pacific dated March 29, 2007). It is also not clear as to what remedy Teal Pacific seeks in the event there was a failure in the procurement process. GMHA has, therefore, reviewed the instant procurement in its entirety in order to determine whether there has been some error in the process which would justify corrective action on GMHA's part.

1. Protest of Original IFB is Untimely.

The Original IFB was cancelled on February 23, 2007. At the very latest, Teal Pacific acknowledged receipt of the notice of cancellation on March 8, 2007. Pursuant to Section 9-101.03.1, a protest must be made in writing to the Hospital Administrator "within fourteen (14) days after the protestor knows or should have known of the facts giving rise thereto . . . Protests filed after the fourteen (14) day period *shall not be considered.*" (Emphasis added).

The fourteen (14) day deadline in which to file the protest passed on March 22, 2007. Because the protest of GMHA Bid 008-2007 was not received until March 29, 2007, GMHA may not consider it and it is hereby rejected.

2. Teal Pacific's Protest of Reissued IFB is Hereby Rejected.

Although your protest of the Original IFB is rejected as untimely, the reason for the cancellation of that IFB is relevant to GMHA's determination to issue the Reissued IFB. As discussed herein, adequate reasons supported the cancellation of the Original IFB, therefore the Reissued IFB is valid and Teal Pacific is not entitled to any relief.

Mr. Sivalingam Karuppan
May 24, 2007
Page 3

5 G.C.A. § 5225 of the Guam Procurement Law provides GMHA the authority to cancel the solicitation and states as follows:

§ 5225. Cancellation of Invitations for Bids or Requests for Proposals. An Invitation for Bids, a Request for Proposals, or other solicitation may be cancelled, or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation, when it is in the best interests of the Territory in accordance with regulations promulgated by the Policy Office. The reasons therefor shall be made part of the contract file.

Additionally, the Bid Specifications states that the Hospital Administrator "shall have the authority to award, cancel, or reject bids, in whole or in part for any one or more items if he determines it is in the public interest." IFB, General Terms and Conditions Sealed Bid Solicitation and Award at ¶ 25.

Moreover, Section 3-301.04.02 of the GMHA Procurement Rules & Regulations allows for the cancellation, *after bid opening*, of the solicitation when "the solicitation did not provide for consideration of all factors of significance to the Hospital." Notice of such cancellation "should then be sent to all businesses that submitted bids or proposals." § 3-301.04.02.2.

In this instance, the Original Bid was issued on January 25, 2007. On February 23, 2007, GMHA cancelled the solicitation because "the solicitation did not provide for consideration of all factors of significance to the Hospital." When the solicitation was re-issued, the description of GMH's need as set forth in the Specifications was substantially different from that contained in the Original IFB. Specifically, the Original IFB stated, in relevant part, as follows:

Guam Memorial Hospital Authority is hereby soliciting proposals from qualified companies to provide an AMX-4 PLUS Mobile X-Ray System along with related supplies. Equipment, supplies and accessories must be FDA, NEC and UL approved and meets the medical electrical equipment standards.

In marked contrast is the description of the equipment in the Reissued IFB, which states, as follows:

Mr. Sivalingam Karuppan

May 24, 2007

Page 4

Guam Memorial Hospital Authority is hereby soliciting proposals from qualified companies to provide an AMX-4 PLUS Mobile X-Ray System along with related supplies. Equipment, supplies and accessories must be FDA, NEC and UL approved and meets the medical electrical equipment standards.

Requirement of the Bid: Radiographic equipment must be for a AMX-4 plus Mobile due to the following reason:

1. Product and equipment standardization -- The Hospital has been utilizing General Electric (GE) Imaging System products for over fifteen (15) years and have proven to be durable and reliable. The hospital had just recently completed the replacement of our CT, Angio and Rad/Flour equipment with GE their most current state-of-art imaging systems which assist the Hospital in delivering the best possible care to the crucial and non-crucial patients.
2. Standardizing Hospital equipment is advantageous for the Facility to obtain compatible accessories and replacement parts.
3. Software and replacement Parts are compatible with the existing radiology GE equipment.
4. GMHA's Radiology staff was trained by General Electric application personnel and is familiar with GE Imaging systems.
5. Technical competency and support of 24-hours 7-days a week is available locally for immediate response resulting to minimal equipment down time and clinical [sic].

It is clear by the revised Specifications that the Reissued IFB was amended to reflect the needs of GMHA to obtain equipment that was compatible with the existing equipment at the Hospital. Thus, notwithstanding the fact that the page entitled "Guam Memorial Hospital Authority Bid Specifications" identified the brand as "General Electric (GE) AMX-4 Plus Mobile or Equivalent," the more detailed specifications required only GE equipment. When the mistake on the "Bid Specifications" page was discovered after

Mr. Sivalingam Karuppan
May 24, 2007
Page 5

inquiries were made regarding the description which included the "equivalent" of the GE system, GMHA immediately issued Amendment No. 2 which changed the Bid Specifications to remove the words "Or Equivalent." After this amendment was issued to all persons who had picked up a package -- including Teal Pacific -- it was clear that the Hospital was only interested in GE Equipment.

There is nothing to support Teal Pacific's claim that the cancellation of the Original IFB was merely to prevent Teal Pacific from being awarded the contract. Indeed, in your letter, you allege that GMHA cancelled the bid because Teal Pacific "would be the lowest bidder." In fact, Teal Pacific was *not* the lowest bidder for the Original IFB. The lowest bidder was actually Medpharm, which had bid \$33,641.67. Teal Pacific was a distant second at \$52,500.00. As such, this claim is unsupported by any facts under the circumstance.

CONCLUSION

Under the circumstances, in canceling the Original IFB, GMHA properly determined that the Bid Specifications under the Original IFB did not consider all factors of significance to the Hospital; specifically, that other equipment at the Hospital would only be compatible with GE equipment. The Reissued IFB contained specifications that would limit the bidders to providing GE equipment and stated the rationale for mandating the specific brand of portable x-ray machine.

Based on the facts and legal authorities cited herein, GMHA has determined that there is no evidence to support the claims presented in your Protest. As such, Teal Pacific's Protest is without merit and is hereby rejected. As provided under the Guam Procurement Law, 5 G.C.A. § 5425, please be advised that you have a right of administrative and judicial review of GMHA's decision.

Sincerely,



PETERJOHN D. CAMACHO, M.P.H.
Hospital Administrator/CEO

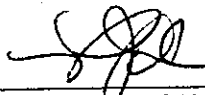
cc: Procurement Office
Legal Counsel

L077054.MTCD

BID INVITATION AND AWARD

ISSUING OFFICE:

GUAM MEMORIAL HOSPITAL AUTHORITY
MATERIALS MANAGEMENT DEPARTMENT
850 Gov. Carlos G. Camacho Road,
Oka Tamuning, Guam 96913


PETERJOHN D. CAMACHO, M.P.H.
HOSPITAL ADMINISTRATOR / CEO

DATE ISSUED: January 25, 2007

BID INVITATION NO.: **GMHA BID 008-2007**

BIDDERS INSTRUCTION: This BID shall be submitted in duplicate and sealed to the issuing office above no later than **11:00 a.m., February 8, 2007**, and shall be publicly opened at **11:30 a.m.** Bid submitted after time and date specified above shall be rejected. See attached Solicitation Instructions and General Terms and Conditions for details.

BID FOR: PORTABLE X-RAY MACHINE

SPECIFICATIONS: As per attached. **QUESTIONS ON BIDS:** See Paragraph 3, Sealed Bid Solicitation Instructions

DESTINATION: Guam Memorial Hospital Authority **REQUIRED DELIVERY DATE:** See Special Provisions Terms & Conditions

NOTE TO BIDDERS: This bid is subject to the attached **General Terms and Conditions of the Invitation For Bid**. 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 of 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 60 calendar days from the date opening to supply any or all of the items which prices are quoted.

INDICATE WHETHER: () INDIVIDUAL () PARTNERSHIP (x) CORPORATION

INCORPORATED IN: _____ LLC

NAME AND ADDRESS OF BIDDER:

Teal Pacific LLC
633 Gov. Carlos Camacho Road
Suite 210
Tamuning, Guam 96913

SIGNATURE AND TITLE OF PERSON AUTHORIZED TO SIGN THIS BID:



President

AWARD: (TO BE COMPLETED UPON AWARD)

CONTRACT NO.: _____ AMOUNT: \$ _____ DATE: _____

ACCEPTED AS TO ITEMS NUMBERED: _____

CONTRACTING OFFICER:

PETERJOHN D. CAMACHO, M.P.H.
HOSPITAL ADMINISTRATOR /CEO

NAME AND ADDRESS OF CONTRACTOR:

SIGNATURE AND TITLE OF PERSON AUTHORIZED TO SIGN THIS CONTRACT:

**GUAM MEMORIAL HOSPITAL AUTHORITY
GOVERNMENT OF GUAM**

SEALED BID SOLICITATION INSTRUCTIONS

1. **BID FORMS:** Each bidder shall be provided with two (2) sets of Solicitation forms. Additional copies may be provided upon request. Bidders requesting additional copies of said forms will be charged per page in accordance with Section 6114 of the Government Code of Guam. All payments for this purpose shall be by cash, certified check or money order and shall be made payable to the Guam Memorial Hospital Authority.

2. **PREPARATIONS OF BIDS:**
 - a) Bidders are required to examine the drawings, specifications, schedule and all instructions. Failure to do so will be at bidder's risk.
 - b) Each bidder shall furnish the information required by the Solicitation. The bidder shall sign the Solicitation and print or type his name on the Schedule. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent are to be accompanied by evidence of his authority unless such evidence has been previously furnished to the issuing office.
 - c) Unit price for each unit offered shall be shown and such price shall include packaging unless otherwise specified. A total shall be entered in the amount column of the Schedule for each item offered. In case of discrepancies between a unit price and extended price, the unit price will be presumed to be correct.
 - d) Bids for supplies or services other than those specified will not be considered.
 - e) Bids must state an estimated time for delivery of supplies or for the performance of services requested by the Solicitation.
 - f) Time, if stated as a number of days, means calendar days and will include Saturdays, Sundays, and holidays beginning the day after the issuance of a Notice to Proceed. Time stated ending on a Saturday, Sunday, or Government of Guam legal holiday will end at the close of the next business day.

3. **EXPLANATION TO BIDDERS:** Any explanation desired by a bidder regarding the meaning or interpretation of the Solicitation, drawings, specifications, etc., shall be submitted in writing with sufficient time to allow a written reply to reach all bidders before the submission of their bids. Oral explanation or instructions given before the award of the contract will not be binding. Any information given to a prospective bidder concerning a Solicitation will be furnished to all prospective bidders in writing as an amendment to the Solicitation if such information is necessary for bidders in submitting bids on the Solicitation or if the lack of such information would be prejudicial to uninformed bidders.

4. **ACKNOWLEDGMENT OF AMENDMENTS TO SOLICITATIONS:** Receipt of an amendment to a Solicitation by a bidder must be acknowledged by signing an acknowledgment of receipt of the amendment. Such acknowledgment must be received prior to the hour and date specified for receipt of bids.

5. **SUBMISSION OF BIDS:**
 - a) Bids and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the Solicitation. The bidder shall show the hour and date specified in the Solicitation for receipt, the Solicitation number, and the name and address of the bidder on the face of the envelope.
 - b) Telegraphic bids will not be considered unless authorized by the Solicitation. However, bids may be modified or withdrawn by written or telegraphic notice, provided such notice is received prior to the hour and date specified for receipt (see paragraph 7 of these instructions).
 - c) Samples of items, when required, must be submitted within the time specified, unless otherwise specified by the Government, at no expense to the Government. If not destroyed by testing, samples will be returned at bidder's request and expense, unless otherwise specified by the Solicitation.
 - d) Samples or descriptive literature should not be submitted unless it is required on the Solicitation. Regardless of any attempt by a bidder to condition the bid, unsolicited samples or descriptive literature will not be examined or tested at the bidder's risk, and will not be deemed to vary any of the provisions of this Solicitation.

6. **FAILURE TO SUBMIT BID:** Businesses that fail to respond to Invitation for Bids or Notice of Availability on three (3) consecutive procurements of similar items may be removed from the applicable bidders' list after notice to the bidder. Prospective bidders currently meeting the criteria for inclusion on the list may be reinstated

on such lists at their request (GMHA Procurement Rules and Regulations 3-202.07). **Bidders are advised; if no bid is to be submitted, do not return the Solicitation unless otherwise specified, but the issuing office should be advised via letter, postcard or faxed message whether future Solicitations for the type of supplies or services covered by this Solicitation is desired otherwise GMHA P R&R 3-202.07 will be in effect.**

7. LATE BID, LATE WITHDRAWALS, AND LATE MODIFICATIONS:

- a) **Definition:** Any bid received after the time and date set for receipt of bids is late. Any withdrawal or modification of a bid received after the time and date set for opening of bids at the place designated for opening is late (GMHA Procurement Rules and Regulations § 3-202.11.1).
- b) **Treatment:** No late bid, late modification, or late withdrawal will be considered unless received before contract award, and the bid, modification, or withdrawal would have been timely but for the action or inaction of GMHA or territorial personnel directly serving the procurement activity (GMHA Procurement Rules and Regulations § 3-202.11.2).

8. DISCOUNTS:

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

9. GOVERNMENT FURNISHED PROPERTY: No material, labor or facilities will be furnished by the Government unless otherwise provided for in the Solicitation.

10. SELLER'S INVOICES: Invoices shall be prepared and submitted in quadruplicate (one copy shall be marked "original") unless otherwise specified. Invoices shall be "**certified true and correct**" and shall contain the following information: Contract and order number (if any), item numbers, description of supplies or services, sizes, quantities, unit prices, and extended total. Bill of lading number and weight of shipment will be shown for shipments made on Government bills of lading.

11. RECEIPT, OPENING AND RECORDING OF BIDS: Bids and modifications shall be publicly opened in the presence of one or more witnesses, at the time, date, and place designated in the Invitation for Bids. The name of each bidder, the bid price, and such other information as is deemed appropriate by the Procurement Officer, shall be read aloud and recorded, or otherwise made available. The names and addresses of required witnesses shall be recorded at the opening. The opened bids shall be available for public inspection except to the extent the bidder designates trade secrets or other proprietary data to be confidential as set forth in accordance with (see paragraph 12, below). Material so designated shall accompany the bid and shall be readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid. Prices, makes and models or catalogue numbers of the items offered, deliveries, and terms of payment shall be publicly available at the time of bid opening regardless of any designation to the contrary (GMHA Procurement Rules and Regulations § 3-202.12.2).

12. CONFIDENTIAL DATA: The Procurement Officer shall examine the bids to determine the validity of any requests for non disclosure of trade secrets and other proprietary data identified in writing. If the parties do not agree as to the disclosure of data, the Procurement Officer shall inform the bidders in writing what portions of the bid will be disclosed and that, unless the bidders protest under Chapter 9 of the Guam Procurement Act (PL. 16-124), the bids will be so disclosed. The bids shall be opened to public inspection subject to any continuing prohibition on the disclosure of confidential data (GMHA Procurement Rules and Regulations § 3-202.12.3).

13. MULTI-STEP SEALED BIDDING: (This section is applicable if the solicitation is identified as such)

- a) Defined as a two-phase process consisting of a technical first-phase composed of one or more steps in which bidders submit un-priced technical offers to be evaluated by the GMHA, and a second-phase in which those bidders whose technical offers are determined to be acceptable during the first-phase have their priced bids considered. It is designed to obtain the benefits of competitive sealed bidding by award of a contract to the lowest responsive, responsible bidder, and at the same time obtained the benefits of the competitive sealed proposals procedure through the solicitation of technical offers and the conduct of discussions to evaluate and determine the acceptability of technical offers (GMHA Procurement Rules &

Regulation § 3-202.18.1).

- b) In addition to the requirements set forth in the General Terms and conditions and the Special Provisions, the following applies:
- 1) only unpriced technical offers are requested in the first phase;
 - 2) priced bids will be considered only in the second phase and only from bidders whose unpriced technical offers are found acceptable in the first phase;
 - 3) the criteria and respective weighted score; to be used in the evaluation are those specified in the Special Provisions and the General Terms and Conditions;
 - 4) the GMHA and the Government, to the extent the Procurement Officer finds necessary, may conduct oral or written discussion of the unpriced technical offers;
 - 5) the bidders, may designate those portions of the unpriced technical offers which contain trade secrets or other proprietary data which are to remain confidential; and
 - 6) the service being procured shall be furnished generally in accordance with the bidder's technical offer as found to be finally acceptable and shall meet the requirements of the Invitation for Bid.
- c) **RECEIPT AND HANDLING OF UNPRICED TECHNICAL OFFERS.** Unpriced technical offers shall not be opened publicly, but shall be opened in front of two or more procurement officials. Such offers shall not be disclosed to unauthorized persons. Bidders may request nondisclosure of trade secrets and other proprietary data identified in writing, and information so identified shall be segregated from other information to facilitate disclosure (See paragraph 11, above).
- d) **EVALUATION OF UNPRICED TECHNICAL OFFERS.** The unpriced technical offers submitted by bidders shall be evaluated solely in accordance the criteria set forth in the Invitation for Bid. The unpriced technical offers shall be categorized as:
- 1) **acceptable;**
 - 2) **potentially acceptable, that is, reasonably susceptible of being made acceptable; or**
 - 3) **unacceptable.** The Procurement Officer shall record in writing the basis for finding an offer unacceptable and make it part of the procurement files.

The Procurement Officer may initiate Phase Two of the procedure if in the Procurement Officer's opinion there are sufficient acceptable unpriced technical offers to assure effective price competition in the second phase without technical discussion. If the Procurement Officer finds such is not the case, the Procurement Officer shall issue an amendment to the Invitation for Bid or engage in technical discussions as set forth in GMHA Procurement Rules and Regulations § 3-202.20.5.

- e) Upon the completion of Phase One, the Procurement Officer shall invite each acceptable bidder to submit a price bid.
- f) shall Upon submission of prices, the Procurement Officer shall conduct Phase Two as any other competitive sealed bid procurement.
- g) After award, the unpriced technical offer of the successful bidder shall be available to the public with the exception of those trade secret and proprietary information previously identified and agreed to by the Procurement Officer.
- h) Unpriced technical offers of bidders who are not awarded the contract shall not be opened to public inspection unless the Procurement Officer determines in writing that public inspection of such offers is essential to assure confidence in the integrity of the procurement process; provided however, that the provisions of GMHA Procurement Rules and Regulations § 3-202.22.2(c) shall apply with respect to possible disclosure of trade secrets and proprietary data.

GUAM MEMORIAL HOSPITAL AUTHORITY
GOVERNMENT OF GUAM

GENERAL TERMS AND CONDITIONS
SEALED BID SOLICITATION AND AWARD

Only those items checked below are applicable to this Bid.

- (X) 1. **AUTHORITY:** This solicitation is issued subject to all the provisions of the Guam Procurement Act (PL. 16-124) and the Guam Procurement Regulations/Guam Memorial Hospital Authority Procurement Rules and Regulations (copies of both are available at the Office of the Compiler of Laws, Department of Law, copies available for inspection at Guam Memorial Hospital Authority. It requires all parties involved in the preparation, negotiation, performance, or administration of contracts to act in good faith.
- (X) 2. **GENERAL INTENTION:** Unless otherwise specified, it is the declared and acknowledged intention and meaning of these General Terms and Conditions for the bidder to provide the Government of Guam (Government) with specified services or with materials, supplies or equipment completely assembled and ready to use.
- (X) 3. **TAXES:** Bidders are cautioned that they are subject to Guam Income Taxes as well as all other taxes on Guam Transactions. Specific information on taxes may be obtained from the Director of Revenue and Taxation.
- (X) 4. **LICENSING:** Bidders are cautioned that the Government will not consider for award any offer submitted by a bidder who has not complied with the Guam Licensing Law. Specific information on licenses may be obtained from the Director of Revenue and Taxation.
- (X) 5. **LOCAL PROCUREMENT PREFERENCE:** All procurement of supplies and services where possible, will be made from among businesses licensed to do business on Guam in accordance with Section 6950.7 of the Guam Procurement Act (PL. 16-124) and Section 1-104 of the Guam Procurement Regulations (GPR)/Guam Memorial Hospital Authority Procurement Rules and Regulations (GMHA PR&R).
- (X) 6. **COMPLIANCE WITH SPECIFICATIONS AND OTHER SOLICITATION REQUIREMENTS:** Bidders shall comply with all specifications and other requirements of the solicitation.
- (X) 7. **"ALL OR NONE" BIDS:** By checking this item, the Government is requesting all of the bid items to be bid or none at all. The Government will not award on an itemized basis. Note: By checking this item, the GMHA and the Government is requesting all of the bid items to be bid or none at all. The Government will not award on an itemized basis (GPR/GMHA Procurement Rules & Regulations § 3-301.06).
- () 8. If the Government does not require all or none bids (Paragraph 7 of these General Terms and Conditions is not checked off), but the bidder indicates on the bid that it is an all or none bid, then the Government will deem the bid submitted to be not responsive.
- (X) 9. **INDEPENDENT PRICE DETERMINATION:** The bidder, upon signing the Invitation for Bid, certifies that the prices submitted on the bid were derived at without collusion, and acknowledges that collusion and anti-competitive practices are prohibited by law. Violations will be subject to the provision of Section 6981 of the Guam Procurement Act. Other existing civil, criminal or administrative remedies are not impaired and may be in addition to the remedies in Section 6981 of the Government Code.
- (X) 10. **BIDDER'S PRICES:** The Government will consider not more than two (2) (Basic and Alternate) item prices and the bidder shall explain fully each price if supplies, materials, equipment, and/or specified services offered comply with specifications and the product's origin. Where basic or alternate bid meets the minimum required specification, cost and other factors will be considered. Failure to explain this requirement will result in rejection of the bid.
- (X) 11. **BID ENVELOPE:** Envelope shall be sealed and marked with the bidder's name, bid number, time, date and place of bid opening.

- (X) 12. **BID BOND REQUIREMENT:** Bidder is required to submit a Bid Guarantee Bond or standby irrevocable Letter of Credit or Certified Check or Cashier's Check in the same bid envelope to be held by the Government pending award. The Bid Guarantee Bond, Letter of Credit, Certified Check or Cashier's Check must be issued by any local surety or banking institution licensed to do business on Guam and made payable to the Guam Memorial Hospital Authority in the amount of **fifteen percent (15%)** of the bidder's highest total bid, whenever the final bid award is less than the bidder's highest total bid the bidder has the option to substitute the original bid bond with a bid bond for the lesser amount. Bid guarantee will be a Bid Bond on Government Standard Form BB-1 (copy enclosed). Personal Checks will not be accepted as Bid Guarantee. If a successful Bidder (contractor) withdraws from the Bid or fails to enter into contract within the prescribed time, such Bond will be forfeited to the Government of Guam. Bids will be disqualified if not accompanied by Bid Bond, Letter of Credit, Certified Check or Cashier's Check. Bidder must include in his/her bid, valid copies of a Power of Attorney from the Surety and a Certificate of Authority from the Government of Guam to show proof that the surety company named on the bond instrument is authorized by the Government of Guam and qualified to do business on Guam. For detailed information on bonding matters, contact the Department of Revenue and Taxation. Failure to submit a valid Power of Attorney and Certificate of Authority on the surety is cause for rejection of bid (GPR/GMHA PR&R § 3-202.03.3).
- (X) 13. The bid security required above under any applicable Invitation for Bid shall not be release upon award of the bid, but instead shall continue in full force and effect until delivery of the supplies or services required by the contract under the associated Invitation for Bid is completed. The bid security shall be held and deemed satisfactory to adequately protect the best interest of the Government of Guam from default and thus no separate performance bond shall be required on a contract for supplies or services. (GUAM GCA 5212 ADDED Art 5 Chap 5 Part B).
- (X) 14. **PERFORMANCE BOND REQUIREMENT:** The bidder may be required to furnish a Performance Bond on Government Standard Form BB-1 or standby irrevocable Letter of Credit or Certified Check or Cashier's Check payable to Guam Memorial Hospital Authority issued by any of the local Banks or Bonding Institution in the amount equal to **Zero%** of the contract prices as security for the faithful performance and proper fulfillment of the contract. In the event that any of the provisions of this contract are violated by the contractor, the Hospital Administrator shall serve written notice upon both the contractor and the Surety of its intention to terminate the contract. Unless satisfactory arrangement or correction is made within ten (10) days of such notice the contract shall cease and terminate upon the expiration of the ten (10) days. In the event of any such termination, the Hospital Administrator shall immediately serve notice thereof upon the Surety. The Surety shall have the right to take over and perform the contract, provided, however, that if the Surety does not commence performance thereof within 10 days from the date of the mailing of notice of termination, the Government may take over and prosecute the same to complete the contract or force account for the account and at the expense of the contractor, and the contractor and his Surety shall be liable to the Government for any excess cost occasioned the Government thereby (GPR/GMHA PR&R § 3-202.03.4).
- (X) 15. **PERFORMANCE GUARANTEE:** Bidders awarded a contract under this solicitation, guarantee that goods will be delivered or required services performed within the time specified. Failure to perform the contract in a satisfactory manner may be cause for suspension or debarment from doing business with GMHA and the Government and to enforce Paragraph 12 and 13 of these General Terms and Conditions. In addition, the Government will hold the Vendor liable and will enforce the requirements as set forth in Paragraph 44 of these General Terms and Conditions.
- (X) 16. **SURETY BONDS:** Bid and Performance Bonds coverage must be signed or countersigned in Guam by a foreign or alien surety's resident general agent. The Surety must be Insurance Company, authorized by the Government of Guam and qualified to do business in Guam. Bids will be disqualified if the Surety Company does not have a valid Certificate of Authority from the Government of Guam to conduct business in Guam.
- (X) 17. **COMPETENCY OF BIDDERS:** Bids will be considered only from such bidders who, in the opinion of the Government, can show evidence of their ability, experience, equipment, and facilities to render satisfactory service.
- (X) 18. **DETERMINATION OF RESPONSIBILITY OF BIDDERS:** The Hospital Administrator reserves the right for securing from bidders information to determine whether or not they are responsible and to inspect plant site, place of business; and supplies and services as necessary to determine their responsibility in accordance with Section 19 of these General Terms and Conditions (GPR/GMHA PR&R § 3-401).

- (X) 19. **STANDARD FOR DETERMINATION OF LOWEST RESPONSIBLE BIDDER:** In determining the lowest responsible offer, the Hospital Administrator shall be guided by the following:
- a) Price of items offered.
 - b) The ability, capacity, and skill of the Bidder to perform.
 - c) Whether the Bidder can perform promptly or within the specified time.
 - d) The quality of performance of the Bidder with regards to awards previously made to him.
 - e) The previous and existing compliance by the Bidder with laws and regulations relative to procurement.
 - f) The sufficiency of the financial resources and ability of the Bidder to perform.
 - g) The ability of the bidder to provide future maintenance and services for the subject of the award.
 - h) The compliance with all of the conditions to the Solicitation.
- (X) 20. **TIE BIDS:** If the bids are for the same unit price or total amount in the whole or in part, the Hospital Administrator has the authority to award the bid to any one of the bidders by drawing lots in public, or to reject all such bids (GPR § 3-202.15.2).
- (X) 21. **BRAND NAMES:** Any reference in the Solicitation to manufacturer's Brand Names and number is due to lack of a satisfactory specification of commodity description. Such reference is intended to be descriptive, but not restrictive and for the sole purpose of indicating to prospective bidders a description of the article or services that will be satisfactory. Bids on comparable items will be considered provided the bidder clearly states in his bid the exact articles he is offering and how it differs from the original specification.
- (X) 22. **DESCRIPTIVE LITERATURE:** Descriptive literature(s) of proposed item(s) that are not as specified in this solicitation must be furnished as part of the bid and must be received at the date and time set for Bid opening. The literature furnished must clearly identify the item(s) in the Bid. The descriptive literature is required to establish, for the purpose of evaluation and award, details of the product(s) the bidder proposes to furnish including design, materials, components, performance characteristics, methods of manufacture, construction, assembly or other characteristics which are considered appropriate. Rejection of the Bid will be required if the descriptive literature(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the descriptive literature(s) by the time specified in the Solicitation will require rejection of the Bid.
- () 23. **SAMPLES:** If proposed Bid item is not as specified in this solicitation, sample(s) must be furnished as a part of the bid and must be received at the date and time set for Bid opening. The sample(s) should represent exactly what the Bidder proposes to furnish and will be used to determine if the item(s) offered complies with the specifications. Rejection of the Bid will be required if the sample(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the sample(s) by the time specified in the Solicitation will require rejection of the Bid.
- () 24. **LABORATORY TEST:** Successful bidder is required to accompany delivery of his goods with a Laboratory Test Report indicating that the product he is furnishing the Government meets with the specifications. This report is on the bidder's account and must be from a certified Testing Association (If applicable).
- (X) 25. **AWARD, CANCELLATION & REJECTION:** Award shall be made to the lowest responsible and responsive bidder, whose bid is determined to be the most advantageous to GMHA and the Government, taking into consideration the evaluation factors set forth in this solicitation. No other factors or criteria shall be used in the evaluation. The right is reserved as the interest of the Government may be required to waive any minor irregularity in bids received. The Hospital Administrator shall have the authority to award, cancel, or reject bids, in whole or in part for any one or more items if he determines it is in the public interest. Award issued to the lowest responsible bidder within the specified time for acceptance as indicated in the solicitation, results in a binding contract without further action by either party. In case of an error in the extension of prices, unit price will govern. The Government will govern. It is the policy of the Government to award contracts to qualified local bidders. The Government reserves the right to increase or decrease the quantity of the items for award and make additional award for the same type of items and the vendor agrees to such modifications and additional awards based on the bid prices for a period of thirty (30) days after original award. No award shall be made under this solicitation which shall require advance payment or irrevocable letter of credit from GMHA or the Government (GPR/GMHA PR&R § 3-202.14.1).

- (X) 26. **MARKING:** Each outside container shall be marked with the Purchase Order number, item number, brief item description and quantity. Letter marking shall not be less than 3/4" in height.
- (X) 27. **SCHEDULE FOR DELIVERY:** Successful bidder shall notify the Guam Memorial Hospital Authority, Telephone Nos. 647-2160/2131/2165, at least twenty-four (24) hours before delivery of any item under this solicitation.
- (X) 28. **BILL OF SALE:** Successful Bidder shall render Bills of Sale for each item(s) delivered under this contract. Failure to comply with this requirement will result in rejection of delivery. The Bill of Sale must accompany the items delivered but will not be considered as an invoice for payment. Supplier shall bill the Government in accordance with the billing instructions as indicated on the Purchase Order.
- (X) 29. **MANUFACTURER'S CERTIFICATE:** Successful bidder is required, upon delivery of any item(s) under this contract, to furnish a certificate from the manufacturer indicating that the goods meet the specifications. Failure to comply with this requirement will result in rejection of delivery (if applicable).
- (X) 30. **INSPECTION:** All supplies, materials, equipment, or services delivered under this contract shall be subject to the inspection and/or test conducted by GMHA or the Government at destination. If in any case the supplies, materials, equipment, or services are found to be defective in material, workmanship, performance, or otherwise do not conform with the specifications, GMHA or the Government shall have the right to reject the items or require that they be corrected. The number of days required for correction will be determined by GMHA or the Government.
- () 31. **MOTOR VEHICLE SAFETY REQUIREMENTS:** GMHA or the Government will only consider Bids on motor vehicles which comply with requirements of the National Traffic and Motor Vehicle Safety Act of 1966 (P.L. 89-563) and Clean Air Act as amended (P.L. 88-206), that are applicable to Guam. Bidders shall state if the equipment offered comply with these aforementioned Federal Laws.
- () 32. **SAFETY INSPECTION:** All motor vehicles delivered under this contract must pass the Government of Guam Vehicle Inspection before delivery at destination.
- () 33. **GUARANTEE:**
- a) **Guarantee of Vehicular Type of Equipment:** The successful bidder shall guarantee vehicular type of equipment offered against defective parts, workmanship, and performance, for a period of not less than one (1) year after date of receipt of equipment. Bidder shall also provide service to the equipment for at least one (1) year. Service to be provided shall include, but will not be limited to tune-ups (change of spark plugs, contact points and condensers) and lubrication (change of engine and transmission oil). All parts and labor shall be at the expense of the bidder. All parts found defective and not caused by misuse, negligence or accident within the guarantee period shall be repaired, replaced, or adjusted within six (6) working days after notice from GMHA or the Government and without cost to GMHA or the Government. Vehicular type of equipment as used in this context shall include equipment used for transportation as differentiated from tractors, backhoes, etc.
- b) **Guarantee of Other Type of Equipment:** The successful bidder shall guarantee all other types of equipment offered, except those mentioned in 33a, above, against defective parts, workmanship, and performance for a period of not less than three (3) months after date of receipt of equipment. Bidder shall also provide service to the equipment for at least three (3) months. All parts found defective within that period shall be repaired or replaced by the Contractor without cost to GMHA or the Government. Repairs, adjustments or replacements of defective parts shall be completed by the Contractor within six (6) working days after notice from GMHA or the Government.
- c) Compliance with this Section is a condition of this Bid.
- (X) 34. **REPRESENTATION REGARDING ETHICS IN PUBLIC PROCUREMENT:** The bidder or contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a Government employee to breach any of the ethical standards and represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth on Chapter 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations/GMHA Procurement Rules and Regulations.
- (X) 35. **REPRESENTATION REGARDING CONTINGENT FEES:** The Bidder or Contractor represents that it has not retained a person to solicit or secure a Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide

established commercial selling agencies for the purpose of securing business (GPR Section 11-207).

- (X) 36. **EQUAL EMPLOYMENT OPPORTUNITY:** Bidders or Contractors shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that employees are treated equally during employment without regards to their race, color, religion, sex, or national origin.
- (X) 37. **RESTRICTION AGAINST SEX OFFENDERS:** If a contract for services is awarded to the bidder or offeror, then the service provider must warrant that no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of the Guam Code Annotated or of an offense defined in Article 2 of Chapter 28 of Title 9 of the Guam Code Annotated, or who has been convicted in any other jurisdiction of an offense with the same elements as heretofore defined, or who is listed on the Sex Offender Registry, shall provide services on behalf of the service provider while on Government of Guam property, with the exception of public highways. If any employee of a service provider is providing services on government property and is convicted subsequent to an award of a contract, then the service provider warrants that it will notify the government of the conviction within twenty-four (24) hours of the conviction, and will immediately remove such convicted person from providing services on government property. If the service provider is found to be in violation of any of the provisions of this paragraph, then the government will give notice to the service provider to take corrective action. The service provider shall take corrective action within twenty-four (24) hours of notice from the government, and the service provider shall notify the government when action has been taken. If the service provider fails to take corrective steps within the twenty-four hours of notice from the government, then the government in its sole discretion may suspend temporarily any contract for services until corrective actions has been taken .
- (X) 38. **COMPLIANCE WITH LAWS:** Bidders awarded a contract under this Solicitation shall comply with the applicable standards, provisions, and stipulations of all pertinent Federal and/or local laws, rules, and regulations relative to the performance of this contract and the furnishing of goods.
- (X) 39. **CHANGE ORDER:** Any change order issued relative to awards made under this solicitation will be subject to and in accordance with the provision of Section 6-101.03.1 of the Guam Procurement Regulations.
- (X) 40. **STOP WORK ORDER:** Any stop work order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101.04.3 of the Guam Procurement Regulations.
- (X) 41. **TERMINATION FOR CONVENIENCE:** Any termination order for the convenience of the Government issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101.10 of the Guam Procurement Regulations.
- (X) 42. **TIME FOR COMPLETION:** It is hereby understood and mutually agreed by and between the contractor and the Government that the time for delivery to final destination or the timely performance of certain services is an essential condition of this contract. If the contractor refuses or fails to perform any of the provisions of this contract within the time specified in the Purchase Order (from the date Purchase Order is acknowledged by vendor), then the contractor is in default. Defaults will be treated subject to and in accordance with the provisions of Section 6-101.08 of the Guam Procurement Regulations.
- (X) 43. **JUSTIFICATION OF DELAY:** Bidders who are awarded contracts under this Solicitation, guarantee that the goods will be delivered to their destination or required services rendered within the time specified. If the bidder is not able to meet the specified delivery date, he is required to notify the Hospital Administrator of such delay. Notification shall be in writing and shall be received by the Hospital Administrator at least twenty-four (24) hours before the specified delivery date. Notification of delay shall include an explanation of the causes and reasons for the delay including statement(s) from supplier or shipping company causing the delay. The Government reserves the right to reject delay justification if, in the opinion of the Hospital Administrator, such justification is not adequate.
- (X) 44. **LIQUIDATED DAMAGES:** When the Bidder or Contractor is given notice of delay or nonperformance as specified in Paragraph 1 (Default) of the Termination for Default Clause of this contract and fails to cure in the time specified, the contractor shall be liable for damages for delay in the amount of two percent (2%) of outstanding order per calendar day from date set for cure until either the Hospital reasonably obtains similar supplies or services, if the contractor is terminated for default, or until the contractor provides the supplies or

services if the contractor is not terminated for default. To the extent that the contractor's delay or nonperformance is excused under Paragraph 43 (Excuse for Nonperformance or Delayed Performance) of the Termination for Default Clause of this contract, liquidated damages shall not be due the Hospital. The contractor remains liable for damages caused other than by delay (GMHA PR&R Section 6-101.09.1).

- (X) 45. PHYSICAL LIABILITY: If it becomes necessary for the Vendor, either as principal, agent or employee, to enter upon the premises or property of the Government of Guam in order to construct, erect, inspect, make delivery or remove property hereunder, the vendor hereby covenants and agrees to take, use, provide and make all proper, necessary and sufficient precautions, safeguards and protection against the occurrence of any accidents, injuries or damages to any person or property during the progress of the work herein covered, and to be responsible for, and to indemnify and save harmless the Government of Guam from the payment of all sums of money by reason of all or any such accidents, injuries or damages that may occur upon or about such work, and fines, penalties and loss incurred for or by reason of the violations of any territorial ordinance, regulations, or the laws of Guam or the United States, while the work is in progress. Contractor will carry insurance to indemnify the Government of Guam against any claim for loss, damage or injury to property or persons arising out of the performance of the contractor or his employees and agents of the services covered by the Contract and the use, misuse or failure of any equipment used by the contractor or his employees or agents, and shall provide certificates of such insurance to the Government of Guam when required.
- (X) 46. CONTACT FOR CONTRACT ADMINISTRATION: If your firm receives a contract as a result of this solicitation, please designate a person whom we may contact for prompt administration.

Name: Roy Salvador Adonay

Title: General Manager

Address: 633 Gov. Carlos Camacho Rd. Telephone: 649-1008
Suite 210 Tamuning, Guam 96913

SPECIAL PROVISIONS, TERMS & CONDITIONS

GMHA BID NO. 008-2007

SEALED BID SOLICITATION AND AWARD

This is a "**Definite Quantity Bid**" pursuant to Section 3-501.09.1 of the Guam Memorial Hospital Authority Procurement and Regulations. This definite Quantity contract is a fixed-price contract that provides for delivery of a specific quantity of supplies or services.

1. **QUANTITIES.** Quantities are furnished to aid in determining minimum bonding requirement applicable to the bid and awarded bidder's immediate stock level to meet the Hospital's immediate demand
 - a) Bidders, Contractors or Vendors must be able to accept and exchange damaged products upon delivery inspection with and to provide replacement products at no cost to the Hospital.
 - b) Quantities in the bid are tentative and are subject to amendment based upon actual utilization experience and patient census.
 - c) Subject to a 10% adjustment in the quantities reflected in additions to the initial requirements. However, the requested quantity shall be subject to the availability of funds.

2. **BID PRICE.** Costs for all supplies, equipment, labor and other incidental costs approved by the Hospital prior to awarding the contract must be factored in the bid price.

3. **HOSPITAL'S OBLIGATION.**
 - a) The Hospital is obligated to order the actual requirements of the designated using departments, as approved by the Hospital Administrator during the contract period.
 - b) The Hospital's obligation to order the Hospital's actual requirements is limited by the provisions stated in GMHA Procurement Rules and Regulations § 3-103.01.1.

4. **BID BOND.** Contractor must post a Bid Bond equal to fifteen percent (15%) of the total bid amount. The Bid Bond will be held in lieu of a performance bond, until delivery of the supplies or services as agreed to in this contract is completed. (GCA section 5212).

5. **PERFORMANCE BOND.** Not required for this bid solicitation.

6. **EXEMPTIONS.**
 - a. The Hospital reserves the right to take bids separately if a particular quantity requirement arises which exceeds the Hospital's normal requirements or an amount specified in the contract.
 - b. Two exemptions from ordering under the contract:
 - (1) When the Hospital Administrator approves a finding that the supply or services available under the contract will not meet a nonrecurring, special need of the Hospital; or
 - (2) When supplies are produced or services are performed incidental to the Hospital's own programs as may be available that can satisfy the need.

7. **PRODUCT IDENTIFICATION.** Specifications are given only as a guide for description of solicited item(s).

8. **CONTRACT TERM.** As per General Terms & Conditions and Special Provisions, Terms & Conditions, Special Reminder to Bidders and Product Identification sheets of this Solicitation.

NOTE: Item Numbers 8, 23, 24, 31, 32 and 33 of the General Terms and Conditions are not applicable to this bid.

SPECIAL PROVISIONS

AFFIDAVIT OF DISCLOSURE OF MAJOR SHAREHOLDERS

All bidders are required to submit a current affidavit as required below, failure to do so will mean disqualification and rejection of the bid.

Excerpt from Public Law 1844, Section 44. A new Section 6961.3 is added to the Government Code to read:

"Section 6961.3. Disclosure of major shareholders. As a condition of bidding, any partnership, sole proprietorship or corporation doing business with the Government of Guam shall submit an affidavit executed under oath that lists the name and address of any person who has held more than ten percent (10%) of the outstanding interest or shares in said partnership, sole proprietorship or corporation at any time during the twelve (12) month period immediately preceding submission of a bid. The affidavit shall contain the number of shares or the percentage of all assets of such partnership, sole proprietorship or corporation which have been held by each such person during the twelve (12) month period. In addition, the affidavit shall contain the name and address of any person who has received or is entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid for the bidder and shall also contain the amounts of any such commission, gratuity or other compensation. The affidavit shall be open and available to the public for inspection and copying."

NOTE: Each affidavit is only good for the month within which it was prepared and notarized.

EXAMPLE:

1. A bidder intends to participate in bids scheduled for October 5, 15, and 25, 200X. He must submit a NEW AFFIDAVIT ON OCTOBER 5 bid and may submit COPIES for October 15 and 25 bids.

2. A bidder intends to participate in bid scheduled for October 20 and November 5, 200X. He must submit a NEW NOTARIZED AFFIDAVIT for EACH BID.

The date of signature by the bidder must be the same date of signature endorsed by the Notary Public Official.

MAJOR SHAREHOLDERS DISCLOSURE AFFIDAVIT

GOVERNMENT OF GUAM)

Tamuning) ss.
~~AGUAY~~ GUAM M.I.)

1. I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of the bidder or offeror, and that [please check one]:

[] The bidder or offeror is an individual or sole proprietor and owns the entire (100%) interest in the bidding or offering business.

[x] The bidder or offeror is a corporation, partnership, joint venture, or association, and the persons, companies, partners, or joint venturers who have held more than (10%) of the shares or interest in the bidding or offering business during the 365 days immediately preceding the submission date are as follows [if none, please so state]:

NAME	<u>ADDRESS</u>	<u>PERCENTAGE OF SHARES HELD</u>
<u>Sivalingam C. Karuppan</u>	<u>P.O. Box 4878, Hagatna</u> <u>Guam 96932</u>	<u>50%</u>
<u>Nathaniel Berg</u>	<u>633 Gov. Carlos Camacho Rd</u> <u>Suite 210, Tamuning GU 96913</u>	<u>50%</u>
	TOTAL NUMBER OF SHARES	<u>100%</u>

2. Persons who have received or are entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid for which this Affidavit is submitted are as follows [if none, please so state]:

<u>NAME</u>	<u>ADDRESS</u>	<u>Amount of Commission</u> <u>Gratuity or other</u> <u>Compensation</u>
<u>N/A</u>	<u></u>	<u></u>

3. If the ownership of the bidding or offering business should change between the time this affidavit is made and the time an award is made or a contract is entered into, then I promise personally to update the disclosure required by 5GCA § 5233 by making another affidavit.

Further, affiant sayeth naught.

Date: _____

Signature of:

Individual if bidder is a sole proprietorship;

Partner, if the bidder is a partnership;

Officer, if the bidder is a corporation.

Subscribed and sworn to before me

this _____ day of _____, 20____.

Notary Public

My Commission expires _____, 20____.

NON-COLLUSION AFFIDAVIT
GMHA RFP 008-2007

Offeror shall submit a notarized affidavit indicating the following:

Type of Service being offered: Provision of Medical Equipment

Name of Offeror Firm or Individual: Teal Pacific LLC

TERRITORY OF GUAM)
) ss.
HAGATNA, GUAM M.I.)

Sivalingam C. Karuppan, being first duly sworn, deposes and says:

That he is the respondent (the respondent, a partner of the respondent, an officer of the respondent) making the foregoing identified bid or proposal; that such bid or proposal is genuine and not collusive or a sham; that said respondent has not colluded, conspired, connived or agreed, directly or indirectly, with any other respondent or person, to put in a sham proposal or to refrain from making an offer, and has not in any manner, directly or indirectly, sought by an agreement or collusion, or communication or conference, with any person to fix the bid or proposal price of respondent or of any other respondent, or to fix any overhead, profit or cost element of said bid or proposal price of respondent or of that of any other respondent, or to secure any advantage against the GMHA or the Government of Guam or any person interested in the proposed contract; and that all statements in this affidavit and bid or proposal are true.

Further, affiant sayeth naught.

Date: _____

Signature of:

Individual if offeror is a sole proprietorship;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me
this _____ day of _____ 20____,

Notary Public
My Commission expires _____ 20_____.

GUAM MEMORIAL HOSPITAL AUTHORITY
850 Gov. Carlos G. Camacho Rd., Tamuning, Guam 96913

BID BOND

BOND NO. _____

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

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

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

Signed and sealed this _____ day of _____ 20____.

*M
A*

(WITNESS)

(TITLE)

(MAJOR OFFICER OF SURETY)

(TITLE)

(PRINCIPAL) (SEAL)

(MAJOR OFFICER OF SURETY)

(TITLE)

(RESIDENT GENERAL AGENT)

SEE INSTRUCTIONS ON NEXT PAGE FOR REQUIRED SUPPORTING DOCUMENTS.

INSTRUCTIONS TO PROVIDERS:

NOTICE to all Insurance and Bonding Institutions:

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

When the form is submitted to Guam Memorial Hospital Authority, it should be accompanied with copies of the following:

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

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

LOCAL PROCUREMENT PREFERENCE APPLICATION

Based on the law stipulated below, please place a checkmark or an "X" on the block indicating the local procurement preference status that applies to your business:

5GCA, Chapter 5, Section 5008, Policy in Favor of Local Procurement, of the Guam Procurement Law states:

All procurement of supplies and services shall be made from among businesses licensed to do business on Guam and that maintain an office or other facility on Guam, whenever a business that is willing to be a contractor is:

a. A licensed bonafide manufacturing business that adds at least twenty-five percent (25%) of the value of the item, not to include administrative overhead, using workers who are U.S. citizens or lawfully admitted permanent residents or national of the United States, or persons who are lawfully admitted to the United States to work, based on their former citizenship in the Trust Government of the Pacific Islands; or

b. A business that regularly carries an inventory for regular immediate sale of at least fifty percent (50%) of the items of supplies to be procured; or

c. A business that has a bonafide retail or wholesale business location that regularly carries an inventory on Guam of a value of at least one-half (1/2) of the value of the bid, or One-hundred fifty thousand (\$150,000.00) U.S. dollars, whichever is less, of supplies and items of a similar nature to those being sought; or

d.* A service business actually in business, doing a substantial business on Guam, and hiring at least ninety-five percent (95%) U.S. citizens, lawfully admitted permanent residents or national of the United States, or persons who are lawfully admitted to the United States to work, based on their former citizenship in the Trust Government of the Pacific Islands.

*** Bidders indicating qualification under (d) may be considered QUALIFIED for the Local Procurement Preference only if the Government's requirement is for service. Service is defined pursuant to 5GCA Government Operations Subparagraph 5030 entitled DEFINITIONS under Chapter 5 of the Guam Procurement Law.**

1. I _____, representative for _____, have read the requirements of the law cited above and do hereby qualify and elect to be given the Local Procurement Preference for Bid No. GMHA _____. By filling in this information and placing my signature below, I understand that Guam Memorial Hospital Authority will review this application and provide me with a determination whether or not the fifteen percent (15%) preference will be applied to this bid.

2. I _____, representative for _____, have read the requirements of the law cited above, and do not wish to apply for the Local Procurement Preference for Bid No. GMHA _____.

~~NA~~

BIDDER REPRESENTATIVE'S SIGNATURE

DATE: _____

NOTE: Prospective bidders will not automatically be considered for Local Procurement Preference. Bidders must submit this application for consideration. Non-completion of this form is not a basis for rejection of the bid.

GUAM MEMORIAL HOSPITAL AUTHORITY
850 Gov. Carlos Camacho Rd., Oka Tamuning, Guam 96913

SPECIAL REMINDER TO PROSPECTIVE BIDDERS:

Bidders are reminded to read the Sealed Bid Solicitation Instructions and the General Terms and Conditions attached to a Bid Invitation to ascertain that all the following requirements of the bid are submitted in the bid envelope at the date and time for bid opening. Only those boxes checked below are applicable to this Solicitation.

- (X) 1. **BID BOND.** Bid bond in the form cashier's check, letter of credit or Surety Bond. Surety Bond, to be valid, must be accompanied by:
 - a. Current certificate of authority issued by the Insurance Commissioner.
 - b. Power of Attorney issued by the Surety to the Resident General Agent
 - c. Power of Attorney issued by two (2) major officers of the surety to whoever is signing on their behalf.

- (X) 2. **BROCHURES/ DESCRIPTIVE LITERATURES.** (Paragraph 22, General Terms & Conditions)

- () 3. **SAMPLES.** Samples on equivalent products must be received for evaluation and is required for submission with bid packet. (Paragraph 23, General Terms & Conditions); Note: If the offered product is not listed on the "Reference Product or Equivalent" section of the Specification sheet of this solicitation a sample must be submitted.

- (X) 4. **AFFIDAVIT OF DISCLOSURE OF MAJOR SHAREHOLDERS.** Bidders must comply with the following requirements:
 - a. Current The affidavit must be notarized and dated on the same month as the bid opening; and
 - b. Date of signature of the person authorized to sign the bid and the notary date must be the same.

- (X) 5. **NON-COLLUSION AFFIDAVIT.** See attached application form.

- (X) 6. **LOCAL PROCUREMENT PREFERENCE.** See attached application form; **Non-completion of the application form is not a basis for rejection of the bid.**

- (X) 7. **UNIT COST** must be provided in the unit of measures as indicated for each product on the specification sheet of this solicitation.

This reminder must be signed and returned in the bid envelope together with the bid. Failure to comply with the requirements will mean disqualification and rejection of the bid.

I Sivalingam Karuppan an authorize representative of Teal Pacific acknowledge receipt of this special reminder to prospective bidders together with GMHA Bid Invitation Number 008-2007 this 14 day of February, 2007 and that I have read and understand its intent and implications.



BIDDER REPRESENTATIVE'S SIGNATURE

BID OFFER

TOTAL BID AMOUNT: \$ 52,500.00

BID BOND AMOUNT: \$ 7,875.00
(15% of Total Bid Amount)

MEDPHARM - $\frac{33,691.67}{51,046.75 (150\%)}$

~~JH HARRIS~~ - SHIMADZU

JMI - 65,000 150%

**GUAM MEMORIAL HOSPITAL AUTHORITY
BID SPECIFICATIONS**

Description

1. Portable X-Ray Machine, PLEASE QUOTE ON DOCUMENT ATTACHED
Imaging at BedSide/er

<p>Specs:</p> <p style="padding-left: 40px;">Please see attached specifications</p> <p>Must Include Operator's And Service Manuals.</p>	<p>Comments:</p> <p style="text-align: center;"><u>Included as part of bid</u></p>
<hr/> APPROVED EQUAL BIDDING ON:	
<p>MFG: <u>General Electric</u></p> <p>BRAND: <u>AMX-4 Plus Mobile</u></p> <p>PLACE OR ORIGIN: <u>U.S.</u></p> <p>DATE OF DELIVERY: <u>30 Days Upon Receipt of Signed Purchase Order</u> (GUAM) AFTER RECEIPT OF PURCHASE ORDER.</p>	<p>++ Reference Products: General Electric (GE) AMX-4 Plus Mobile or Equivalent</p>

Guam Memorial Hospital Authority is hereby soliciting proposals from qualified companies to provide an **AMX-4 plus Mobile X-ray System** along with related supplies. Equipment, supplies and accessories must be FDA, NEC and UL approved and meets the medical electrical equipment standards.

I. AMX-4 Plus Quote

Specifications

Battery driven X-Ray system - (Chargeable)	<u>included as part of bid</u>
Exams without being plugged into electrical outlet	<u>included as part of bid</u>
Variable speed motor provided maneuverability	<u>included as part of bid</u>
Lightweight hand switch for comfortable alignment verification and exposure control	<u>included as part of bid</u>
Easy and intuitive positioning through 270-degree column rotation	<u>included as part of bid</u>
High image quality	<u>included as part of bid</u>
Wide range facilities even difficult lateral-hip and spine studies	
Digital microprocessor control that delivers extremely accurate and consistent technique output exposure to exposure, regardless of battery charge	<u>included as part of bid</u>
Delvers excellent generator-output accuracy and reproducibility translate into excellent results the first time	<u>included as part of bid</u>
Closed-loop feedback regulates kVp throughout exposures, eliminating the voltage fluctuations	<u>included as part of bid</u>
Maintenance-free, rechargeable led/acid battery produces up to 50 exposures on a single charge	<u>included as part of bid</u>
Tube arm latch relieves column stress during transport, even over elevator thresholds and hallways expansion joints	<u>included as part of bid</u>
Diagnostic software automatically initiates self-check at start-up and streamlines troubleshooting should a problem arise	<u>included as part of bid</u>
Hand switch cord has a modular plug to make easy replacement.	<u>included as part of bid</u>
Retractable charging power cord	<u>included as part of bid</u>
II. <u>POWER</u>	<u>included as part of bid</u>

- Input Voltage: 110-120 VAC
- Frequency: 50-60 Hz

III. INSTALLATION / VALIDATION

Quote

1. On-site installation of the AMX-4
Plus must be performed by the Manufacturer Service engineer. included as part of bid
2. Testing and compliance testing of the AMX-4
Plus must be conducted by the manufacturer service engineer upon acceptance. included as part of bid

IV. Training

1. Provide one Clinical Trainer on-site to conduct the operation, functions and clinical application to GMHA's Radiology technicians. included as part of bid
2. Provide One Biomedical Personnel to attend the manufacture Biomedical Seminar Training. Airfare and Hotel accommodations are bare by the awarded company. included as part of bid

V. Manuals

1. Provide Operation included as part of bid
2. Service Manual ~~included as part of bid~~

BID INVITATION AND AWARD



PETERJOHN D. CAMACHO, M.P.H.
HOSPITAL ADMINISTRATOR / CEO

ISSUING OFFICE:

GUAM MEMORIAL HOSPITAL AUTHORITY
MATERIALS MANAGEMENT DEPARTMENT
850 Gov. Carlos G. Camacho Road,
Oka Tamuning, Guam 96913

DATE ISSUED: March 21, 2007

BID INVITATION NO.: GMHA 016-2007

BIDDERS INSTRUCTION: This BID shall be submitted in duplicate and sealed to the issuing office above no later than (Time) 1:30 p.m. (Date) April 4, 2007, and shall be publicly opened at 2:00 p.m. Bid submitted after time and date specified above shall be rejected. See attached Solicitation Instructions and General Terms and Conditions for details.

BID FOR: Portable X-Ray Machine Imaging @ Bedside/er.

SPECIFICATIONS: As per attached. **QUESTIONS ON BIDS:** See Paragraph 3, Sealed Bid Solicitation Instructions

DESTINATION: Guam Memorial Hospital Authority **REQUIRED DELIVERY DATE:** 45 days after receipt of purchase order

NOTE TO BIDDERS: This bid is subject to the attached **General Terms and Conditions of the Invitation For Bid**. 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 of 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 60 calendar days from the date opening to supply any or all of the items which prices are quoted.

INDICATE WHETHER: () INDIVIDUAL () PARTNERSHIP () CORPORATION

INCORPORATED IN:

NAME AND ADDRESS OF BIDDER:

SIGNATURE AND TITLE OF PERSON AUTHORIZED TO SIGN THIS BID:

AWARD: (TO BE COMPLETED UPON AWARD)

CONTRACT NO.: _____ AMOUNT: \$ _____ DATE: _____

ACCEPTED AS TO ITEMS NUMBERED:

CONTRACTING OFFICER:

PETERJOHN D. CAMACHO, M.P.H.
HOSPITAL ADMINISTRATOR /CEO

NAME AND ADDRESS OF CONTRACTOR:

SIGNATURE AND TITLE OF PERSON AUTHORIZED TO SIGN THIS CONTRACT:

**GUAM MEMORIAL HOSPITAL AUTHORITY
GOVERNMENT OF GUAM**

SEALED BID SOLICITATION INSTRUCTIONS

1. **BID FORMS:** Each bidder shall be provided with two (2) sets of Solicitation forms. Additional copies may be provided upon request. Bidders requesting additional copies of said forms will be charged per page in accordance with Section 6114 of the Government Code of Guam. All payments for this purpose shall be by cash, certified check or money order and shall be made payable to the Guam Memorial Hospital Authority.

2. **PREPARATIONS OF BIDS:**
 - a) Bidders are required to examine the drawings, specifications, schedule and all instructions. Failure to do so will be at bidder's risk.
 - b) Each bidder shall furnish the information required by the Solicitation. The bidder shall sign the Solicitation and print or type his name on the Schedule. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent are to be accompanied by evidence of his authority unless such evidence has been previously furnished to the issuing office.
 - c) Unit price for each unit offered shall be shown and such price shall include packaging unless otherwise specified. A total shall be entered in the amount column of the Schedule for each item offered. In case of discrepancies between a unit price and extended price, the unit price will be presumed to be correct.
 - d) Bids for supplies or services other than those specified will not be considered.
 - e) Bids must state an estimated time for delivery of supplies or for the performance of services requested by the Solicitation.
 - f) Time, if stated as a number of days, means calendar days and will include Saturdays, Sundays, and holidays beginning the day after the issuance of a Notice to Proceed. Time stated ending on a Saturday, Sunday, or Government of Guam legal holiday will end at the close of the next business day.

3. **EXPLANATION TO BIDDERS:** Any explanation desired by a bidder regarding the meaning or interpretation of the Solicitation, drawings, specifications, etc., shall be submitted in writing with sufficient time to allow a written reply to reach all bidders before the submission of their bids. Oral explanation or instructions given before the award of the contract will not be binding. Any information given to a prospective bidder concerning a Solicitation will be furnished to all prospective bidders in writing as an amendment to the Solicitation if such information is necessary for bidders in submitting bids on the Solicitation or if the lack of such information would be prejudicial to uninformed bidders.

4. **ACKNOWLEDGMENT OF AMENDMENTS TO SOLICITATIONS:** Receipt of an amendment to a Solicitation by a bidder must be acknowledged by signing an acknowledgment of receipt of the amendment. Such acknowledgment must be received prior to the hour and date specified for receipt of bids.

5. **SUBMISSION OF BIDS:**
 - a) Bids and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the Solicitation. The bidder shall show the hour and date specified in the Solicitation for receipt, the Solicitation number, and the name and address of the bidder on the face of the envelope.
 - b) Telegraphic bids will not be considered unless authorized by the Solicitation. However, bids may be modified or withdrawn by written or telegraphic notice, provided such notice is received prior to the hour and date specified for receipt (see paragraph 7 of these instructions).
 - c) Samples of items, when required, must be submitted within the time specified, unless otherwise specified by the Government, at no expense to the Government. If not destroyed by testing, samples will be returned at bidder's request and expense, unless otherwise specified by the Solicitation.
 - d) Samples or descriptive literature should not be submitted unless it is required on the Solicitation. Regardless of any attempt by a bidder to condition the bid, unsolicited samples or descriptive literature will not be examined or tested at the bidder's risk, and will not be deemed to vary any of the provisions of this Solicitation.

6. **FAILURE TO SUBMIT BID:** Businesses that fail to respond to Invitation for Bids or Notice of Availability on three (3) consecutive procurements of similar items may be removed from the applicable bidders' list after notice to the bidder. Prospective bidders currently meeting the criteria for inclusion on the list may be reinstated

on such lists at their request (GMHA Procurement Rules and Regulations 3-202.07). **Bidders are advised; if no bid is to be submitted, do not return the Solicitation unless otherwise specified, but the issuing office should be advised via letter, postcard or faxed message whether future Solicitations for the type of supplies or services covered by this Solicitation is desired otherwise GMHA P R&R 3-202.07 will be in effect.**

7. LATE BID, LATE WITHDRAWALS, AND LATE MODIFICATIONS:

- a) **Definition:** Any bid received after the time and date set for receipt of bids is late. Any withdrawal or modification of a bid received after the time and date set for opening of bids at the place designated for opening is late (GMHA Procurement Rules and Regulations § 3-202.11.1).
- b) **Treatment:** No late bid, late modification, or late withdrawal will be considered unless received before contract award, and the bid, modification, or withdrawal would have been timely but for the action or inaction of GMHA or territorial personnel directly serving the procurement activity (GMHA Procurement Rules and Regulations § 3-202.11.2).

8. DISCOUNTS:

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

9. GOVERNMENT FURNISHED PROPERTY: No material, labor or facilities will be furnished by the Government unless otherwise provided for in the Solicitation.

10. SELLER'S INVOICES: Invoices shall be prepared and submitted in quadruplicate (one copy shall be marked "original") unless otherwise specified. Invoices shall be "**certified true and correct**" and shall contain the following information: Contract and order number (if any), item numbers, description of supplies or services, sizes, quantities, unit prices, and extended total. Bill of lading number and weight of shipment will be shown for shipments made on Government bills of lading.

11. RECEIPT, OPENING AND RECORDING OF BIDS: Bids and modifications shall be publicly opened in the presence of one or more witnesses, at the time, date, and place designated in the Invitation for Bids. The name of each bidder, the bid price, and such other information as is deemed appropriate by the Procurement Officer, shall be read aloud and recorded, or otherwise made available. The names and addresses of required witnesses shall be recorded at the opening. The opened bids shall be available for public inspection except to the extent the bidder designates trade secrets or other proprietary data to be confidential as set forth in accordance with (see paragraph 12, below). Material so designated shall accompany the bid and shall be readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid. Prices, makes and models or catalogue numbers of the items offered, deliveries, and terms of payment shall be publicly available at the time of bid opening regardless of any designation to the contrary (GMHA Procurement Rules and Regulations § 3-202.12.2).

12. CONFIDENTIAL DATA: The Procurement Officer shall examine the bids to determine the validity of any requests for non disclosure of trade secrets and other proprietary data identified in writing. If the parties do not agree as to the disclosure of data, the Procurement Officer shall inform the bidders in writing what portions of the bid will be disclosed and that, unless the bidders protest under Chapter 9 of the Guam Procurement Act (PL. 16-124), the bids will be so disclosed. The bids shall be opened to public inspection subject to any continuing prohibition on the disclosure of confidential data (GMHA Procurement Rules and Regulations § 3-202.12.3).

13. MULTI-STEP SEALED BIDDING: (This section is applicable if the solicitation is identified as such)

- a) Defined as a two-phase process consisting of a technical first-phase composed of one or more steps in which bidders submit un-priced technical offers to be evaluated by the GMHA, and a second-phase in which those bidders whose technical offers are determined to be acceptable during the first-phase have their priced bids considered. It is designed to obtain the benefits of competitive sealed bidding by award of a contract to the lowest responsive, responsible bidder, and at the same time obtained the benefits of the competitive sealed proposals procedure through the solicitation of technical offers and the conduct of discussions to evaluate and determine the acceptability of technical offers (GMHA Procurement Rules &

Regulation § 3-202.18.1).

- b) In addition to the requirements set forth in the General Terms and conditions and the Special Provisions, the following applies:
- 1) only unpriced technical offers are requested in the first phase;
 - 2) priced bids will be considered only in the second phase and only from bidders whose unpriced technical offers are found acceptable in the first phase;
 - 3) the criteria and respective weighted score; to be used in the evaluation are those specified in the Special Provisions and the General Terms and Conditions;
 - 4) the GMHA and the Government, to the extent the Procurement Officer finds necessary, may conduct oral or written discussion of the unpriced technical offers;
 - 5) the bidders, may designate those portions of the unpriced technical offers which contain trade secrets or other proprietary data which are to remain confidential; and
 - 6) the service being procured shall be furnished generally in accordance with the bidder's technical offer as found to be finally acceptable and shall meet the requirements of the Invitation for Bid.
- c) **RECEIPT AND HANDLING OF UNPRICED TECHNICAL OFFERS.** Unpriced technical offers shall not be opened publicly, but shall be opened in front of two or more procurement officials. Such offers shall not be disclosed to unauthorized persons. Bidders may request nondisclosure of trade secrets and other proprietary data identified in writing, and information so identified shall be segregated from other information to facilitate disclosure (See paragraph 11, above).
- d) **EVALUATION OF UNPRICED TECHNICAL OFFERS.** The unpriced technical offers submitted by bidders shall be evaluated solely in accordance the criteria set forth in the Invitation for Bid. The unpriced technical offers shall be categorized as:
- 1) **acceptable;**
 - 2) **potentially acceptable, that is, reasonably susceptible of being made acceptable; or**
 - 3) **unacceptable.** The Procurement Officer shall record in writing the basis for finding an offer unacceptable and make it part of the procurement files.
- The Procurement Officer may initiate Phase Two of the procedure if in the Procurement Officer's opinion there are sufficient acceptable unpriced technical offers to assure effective price competition in the second phase without technical discussion. If the Procurement Officer finds such is not the case, the Procurement Officer shall issue an amendment to the Invitation for Bid or engage in technical discussions as set forth in GMHA Procurement Rules and Regulations § 3-202.20.5.
- e) Upon the completion of Phase One, the Procurement Officer shall invite each acceptable bidder to submit a price bid.
- f) shall Upon submission of prices, the Procurement Officer shall conduct Phase Two as any other competitive sealed bid procurement.
- g) After award, the unpriced technical offer of the successful bidder shall be available to the public with the exception of those trade secret and proprietary information previously identified and agreed to by the Procurement Officer.
- h) Unpriced technical offers of bidders who are not awarded the contract shall not be opened to public inspection unless the Procurement Officer determines in writing that public inspection of such offers is essential to assure confidence in the integrity of the procurement process; provided however, that the provisions of GMHA Procurement Rules and Regulations § 3-202.22.2(c) shall apply with respect to possible disclosure of trade secrets and proprietary data.

- (X) 27. SCHEDULE FOR DELIVERY: Successful bidder shall notify the Guam Memorial Hospital Authority, Telephone Nos. 647-2160/2131/2165, at least twenty-four (24) hours before delivery of any item under this solicitation.
- (X) 28. BILL OF SALE: Successful Bidder shall render Bills of Sale for each item(s) delivered under this contract. Failure to comply with this requirement will result in rejection of delivery. The Bill of Sale must accompany the items delivered but will not be considered as an invoice for payment. Supplier shall bill the Government in accordance with the billing instructions as indicated on the Purchase Order.
- (X) 29. MANUFACTURER'S CERTIFICATE: Successful bidder is required, upon delivery of any item(s) under this contract, to furnish a certificate from the manufacturer indicating that the goods meet the specifications. Failure to comply with this requirement will result in rejection of delivery (if applicable).
- (X) 30. INSPECTION: All supplies, materials, equipment, or services delivered under this contract shall be subject to the inspection and/or test conducted by GMHA or the Government at destination. If in any case the supplies, materials, equipment, or services are found to be defective in material, workmanship, performance, or otherwise do not conform with the specifications, GMHA or the Government shall have the right to reject the items or require that they be corrected. The number of days required for correction will be determined by GMHA or the Government.
- () 31. MOTOR VEHICLE SAFETY REQUIREMENTS: GMHA or the Government will only consider Bids on motor vehicles which comply with requirements of the National Traffic and Motor Vehicle Safety Act of 1966 (PL. 89-563) and Clean Air Act as amended (P.L. 88-206), that are applicable to Guam. Bidders shall state if the equipment offered comply with these aforementioned Federal Laws.
- () 32. SAFETY INSPECTION: All motor vehicles delivered under this contract must pass the Government of Guam Vehicle Inspection before delivery at destination.
- () 33. GUARANTEE:
- a) Guarantee of Vehicular Type of Equipment: The successful bidder shall guarantee vehicular type of equipment offered against defective parts, workmanship, and performance, for a period of not less than one (1) year after date of receipt of equipment. Bidder shall also provide service to the equipment for at least one (1) year. Service to be provided shall include, but will not be limited to tune-ups (change of spark plugs, contact points and condensers) and lubrication (change of engine and transmission oil). All parts and labor shall be at the expense of the bidder. All parts found defective and not caused by misuse, negligence or accident within the guarantee period shall be repaired, replaced, or adjusted within six (6) working days after notice from GMHA or the Government and without cost to GMHA or the Government. Vehicular type of equipment as used in this context shall include equipment used for transportation as differentiated from tractors, backhoes, etc.
- b) Guarantee of Other Type of Equipment: The successful bidder shall guarantee all other types of equipment offered, except those mentioned in 33a, above, against defective parts, workmanship, and performance for a period of not less than three (3) months after date of receipt of equipment. Bidder shall also provide service to the equipment for at least three (3) months. All parts found defective within that period shall be repaired or replaced by the Contractor without cost to GMHA or the Government. Repairs, adjustments or replacements of defective parts shall be completed by the Contractor within six (6) working days after notice from GMHA or the Government.
- c) Compliance with this Section is a condition of this Bid.
- (X) 34. REPRESENTATION REGARDING ETHICS IN PUBLIC PROCUREMENT: The bidder or contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a Government employee to breach any of the ethical standards and represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth on Chapter 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations/GMHA Procurement Rules and Regulations.
- (X) 35. REPRESENTATION REGARDING CONTINGENT FEES: The Bidder or Contractor represents that it has not retained a person to solicit or secure a Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business (GPR Section 11-207).
- (X) 36. EQUAL EMPLOYMENT OPPORTUNITY: Bidders or Contractors shall not discriminate against any

employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that employees are treated equally during employment without regards to their race, color, religion, sex, or national origin.

- (X) 37. **RESTRICTION AGAINST SEX OFFENDERS:** If a contract for services is awarded to the bidder or offeror, then the service provider must warrant that no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of the Guam Code Annotated or of an offense defined in Article 2 of Chapter 28 of Title 9 of the Guam Code Annotated, or who has been convicted in any other jurisdiction of an offense with the same elements as heretofore defined, or who is listed on the Sex Offender Registry, shall provide services on behalf of the service provider while on Government of Guam property, with the exception of public highways. If any employee of a service provider is providing services on government property and is convicted subsequent to an award of a contract, then the service provider warrants that it will notify the government of the conviction within twenty-four (24) hours of the conviction, and will immediately remove such convicted person from providing services on government property. If the service provider is found to be in violation of any of the provisions of this paragraph, then the government will give notice to the service provider to take corrective action. The service provider shall take corrective action within twenty-four (24) hours of notice from the government, and the service provider shall notify the government when action has been taken. If the service provider fails to take corrective steps within the twenty-four hours of notice from the government, then the government in its sole discretion may suspend temporarily any contract for services until corrective actions has been taken .
- (X) 38. **COMPLIANCE WITH LAWS:** Bidders awarded a contract under this Solicitation shall comply with the applicable standards, provisions, and stipulations of all pertinent Federal and/or local laws, rules, and regulations relative to the performance of this contract and the furnishing of goods.
- (X) 39. **CHANGE ORDER:** Any change order issued relative to awards made under this solicitation will be subject to and in accordance with the provision of Section 6-101.03.1 of the Guam Procurement Regulations.
- (X) 40. **STOP WORK ORDER:** Any stop work order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101.04.3 of the Guam Procurement Regulations.
- (X) 41. **TERMINATION FOR CONVENIENCE:** Any termination order for the convenience of the Government issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101.10 of the Guam Procurement Regulations.
- (X) 42. **TIME FOR COMPLETION:** It is hereby understood and mutually agreed by and between the contractor and the Government that the time for delivery to final destination or the timely performance of certain services is an essential condition of this contract. If the contractor refuses or fails to perform any of the provisions of this contract within the time specified in the Purchase Order (from the date Purchase Order is acknowledged by vendor), then the contractor is in default. Defaults will be treated subject to and in accordance with the provisions of Section 6-101.08 of the Guam Procurement Regulations.
- (X) 43. **JUSTIFICATION OF DELAY:** Bidders who are awarded contracts under this Solicitation, guarantee that the goods will be delivered to their destination or required services rendered within the time specified. If the bidder is not able to meet the specified delivery date, he is required to notify the Hospital Administrator of such delay. Notification shall be in writing and shall be received by the Hospital Administrator at least twenty-four (24) hours before the specified delivery date. Notification of delay shall include an explanation of the causes and reasons for the delay including statement(s) from supplier or shipping company causing the delay. The Government reserves the right to reject delay justification if, in the opinion of the Hospital Administrator, such justification is not adequate.
- (X) 44. **LIQUIDATED DAMAGES:** When the Bidder or Contractor is given notice of delay or nonperformance as specified in Paragraph 1 (Default) of the Termination for Default Clause of this contract and fails to cure in the time specified, the contractor shall be liable for damages for delay in the amount of two percent (2%) of outstanding order per calendar day from date set for cure until either the Hospital reasonably obtains similar supplies or services, if the contractor is terminated for default, or until the contractor provides the supplies or services if the contractor is not terminated for default. To the extent that the contractor's delay or nonperformance is excused under Paragraph 43 (Excuse for Nonperformance or Delayed Performance) of the Termination for Default Clause of this contract, liquidated damages shall not be due the Hospital. The contractor remains liable for damages caused other than by delay (GMHA PR&R Section 6-101.09.1).

(X) 45. **PHYSICAL LIABILITY:** If it becomes necessary for the Vendor, either as principal, agent or employee, to enter upon the premises or property of the Government of Guam in order to construct, erect, inspect, make delivery or remove property hereunder, the vendor hereby covenants and agrees to take, use, provide and make all proper, necessary and sufficient precautions, safeguards and protection against the occurrence of any accidents, injuries or damages to any person or property during the progress of the work herein covered, and to be responsible for, and to indemnify and save harmless the Government of Guam from the payment of all sums of money by reason of all or any such accidents, injuries or damages that may occur upon or about such work, and fines, penalties and loss incurred for or by reason of the violations of any territorial ordinance, regulations, or the laws of Guam or the United States, while the work is in progress. Contractor will carry insurance to indemnify the Government of Guam against any claim for loss, damage or injury to property or persons arising out of the performance of the contractor or his employees and agents of the services covered by the Contract and the use, misuse or failure of any equipment used by the contractor or his employees or agents, and shall provide certificates of such insurance to the Government of Guam when required.

(X) 46. **CONTACT FOR CONTRACT ADMINISTRATION:** If your firm receives a contract as a result of this solicitation, please designate a person whom we may contact for prompt administration.

Name: _____

Title: _____

Address: _____

Telephone: _____

SPECIAL PROVISIONS, TERMS & CONDITIONS

GMHA BID NO. 016-2007

SEALED BID SOLICITATION AND AWARD

This is a "Definite Quantity Bid" pursuant to Section 3-501.09.1 of the Guam Memorial Hospital Authority Procurement and Regulations. This definite Quantity contract is a fixed-price contract that provides for delivery of a specific quantity of supplies or services.

1. **QUANTITIES.** Quantities are furnished to aid in determining minimum bonding requirement applicable to the bid and awarded bidder's immediate stock level to meet the Hospital's immediate demand
 - a) Bidders, Contractors or Vendors must be able to accept and exchange damaged products upon delivery inspection with and to provide replacement products at no cost to the Hospital.
 - b) Quantities in the bid are tentative and are subject to amendment based upon actual utilization experience and patient census.
 - c) Subject to a 10% adjustment in the quantities reflected in additions to the initial requirements. However, the requested quantity shall be subject to the availability of funds.

2. **BID PRICE.** Costs for all supplies, equipment, labor and other incidental costs approved by the Hospital prior to awarding the contract must be factored in the bid price.

3. **DELIVERY.** Delivery shall commence ninety (90) days after acceptance of the purchase order. See General Terms and Conditions, Paragraph 42.

4. **HOSPITAL'S OBLIGATION.**
 - a) The Hospital is obligated to order the actual requirements of the designated using departments, as approved by the Hospital Administrator during the contract period.
 - b) The Hospital's obligation to order the Hospital's actual requirements is limited by the provisions stated in GMHA Procurement Rules and Regulations § 3-103.01.1.

5. **BID BOND.** Contractor must post a Bid Bond equal to fifteen percent (15%) of the total bid amount. The Bid Bond will be held in lieu of a performance bond, until delivery of the supplies or services as agreed to in this contract is completed. (GCA section 5212).

6. **PERFORMANCE BOND.** Not required for this bid solicitation.

7. **EXEMPTIONS.**
 - a. The Hospital reserves the right to take bids separately if a particular quantity requirement arises which exceeds the Hospital's normal requirements or an amount specified in the contract.
 - b. Two exemptions from ordering under the contract:
 - (1) When the Hospital Administrator approves a finding that the supply or services available under the contract will not meet a nonrecurring, special need of the Hospital; or
 - (2) When supplies are produced or services are performed incidental to the Hospital's own programs as may be available that can satisfy the need.

8. **PRODUCT IDENTIFICATION.** Specifications are given only as a guide for description of solicited item(s).

9. **CONTRACT TERM.** As per General Terms & Conditions and Special Provisions, Terms & Conditions, Special Reminder to Bidders and Product Identification sheets of this Solicitation.

NOTE: Item Numbers 8, 23, 24, 31, 32 and 33 of the General Terms and Conditions are not applicable to this bid.

SPECIAL PROVISIONS

AFFIDAVIT OF DISCLOSURE OF MAJOR SHAREHOLDERS

All bidders are required to submit a current affidavit as required below, failure to do so will mean disqualification and rejection of the bid.

Excerpt from Public Law 1844, Section 44. A new Section 6961.3 is added to the Government Code to read:

"Section 6961.3. Disclosure of major shareholders. As a condition of bidding, any partnership, sole proprietorship or corporation doing business with the Government of Guam shall submit an affidavit executed under oath that lists the name and address of any person who has held more than ten percent (10%) of the outstanding interest or shares in said partnership, sole proprietorship or corporation at any time during the twelve (12) month period immediately preceding submission of a bid. The affidavit shall contain the number of shares or the percentage of all assets of such partnership, sole proprietorship or corporation which have been held by each such person during the twelve (12) month period. In addition, the affidavit shall contain the name and address of any person who has received or is entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid for the bidder and shall also contain the amounts of any such commission, gratuity or other compensation. The affidavit shall be open and available to the public for inspection and copying."

NOTE: Each affidavit is only good for the month within which it was prepared and notarized.

EXAMPLE:

1. A bidder intends to participate in bids scheduled for October 5, 15, and 25, 200X. He must submit a **NEW AFFIDAVIT ON OCTOBER 5** bid and may submit **COPIES** for October 15 and 25 bids.

2. A bidder intends to participate in bid scheduled for October 20 and November 5, 200X. He must submit a **NEW NOTARIZED AFFIDAVIT** for **EACH BID**.

The date of signature by the bidder must be the same date of signature endorsed by the Notary Public Official.

MAJOR SHAREHOLDERS DISCLOSURE AFFIDAVIT

GOVERNMENT OF GUAM)

) ss.

AGANA, GUAM M.I.)

1. I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of the bidder or offeror, and that *[please check one]*:

The bidder or offeror is an individual or sole proprietor and owns the entire (100%) interest in the bidding or offering business.

The bidder or offeror is a corporation, partnership, joint venture, or association, and the persons, companies, partners, or joint venturers who have held more than (10%) of the shares or interest in the bidding or offering business during the 365 days immediately preceding the submission date are as follows *[if none, please so state]*:

NAME	<u>ADDRESS</u>	<u>PERCENTAGE OF SHARES HELD</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
TOTAL NUMBER OF SHARES		_____

2. Persons who have received or are entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid for which this Affidavit is submitted are as follows *[if none, please so state]*:

<u>NAME</u>	<u>ADDRESS</u>	<u>Amount of Commission Gratuity or other Compensation</u>
_____	_____	_____
_____	_____	_____

3. If the ownership of the bidding or offering business should change between the time this affidavit is made and the time an award is made or a contract is entered into, then I promise personally to update the disclosure required by 5GCA § 5233 by making another affidavit.
Further, affiant sayeth naught.

Date: _____

Signature of:
 Individual if bidder is a sole proprietorship;
 Partner, if the bidder is a partnership;
 Officer, if the bidder is a corporation.

Subscribed and sworn to before me
 this _____ day of _____ 20____.

 Notary Public

My Commission expires _____ 20____.

BID BOND

BOND NO. _____

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

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

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

Signed and sealed this ____ day of _____ 20____.

(WITNESS)

(TITLE)

(MAJOR OFFICER OF SURETY)

(TITLE)

(PRINCIPAL) (SEAL)

(MAJOR OFFICER OF SURETY)

(TITLE)

(RESIDENT GENERAL AGENT)

SEE INSTRUCTIONS ON NEXT PAGE FOR REQUIRED SUPPORTING DOCUMENTS.

INSTRUCTIONS TO PROVIDERS:

NOTICE to all Insurance and Bonding Institutions:

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

When the form is submitted to Guam Memorial Hospital Authority, it should be accompanied with copies of the following:

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

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

NON-COLLUSION AFFIDAVIT
GMHA RFP 016-2007

Offeror shall submit a notarized affidavit indicating the following:

Type of Service being offered: _____

Name of Offeror Firm or Individual: _____

TERRITORY OF GUAM)
) ss.
HAGATNA, GUAM M.I.)

_____, being first duly sworn, deposes and says:

That he is _____ (the respondent, a partner of the respondent, an officer of the respondent) making the foregoing identified bid or proposal; that such bid or proposal is genuine and not collusive or a sham; that said respondent has not colluded, conspired, connived or agreed, directly or indirectly, with any other respondent or person, to put in a sham proposal or to refrain from making an offer, and has not in any manner, directly or indirectly, sought by an agreement or collusion, or communication or conference, with any person to fix the bid or proposal price of respondent or of any other respondent, or to fix any overhead, profit or cost element of said bid or proposal price of respondent or of that of any other respondent, or to secure any advantage against the GMHA or the Government of Guam or any person interested in the proposed contract; and that all statements in this affidavit and bid or proposal are true.

Further, affiant sayeth naught.

Date: _____

Signature of:
Individual if offeror is a sole proprietorship;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

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

Notary Public
My Commission expires _____ 20_____.

LOCAL PROCUREMENT PREFERENCE APPLICATION

Based on the law stipulated below, please place a checkmark or an "X" on the block indicating the local procurement preference status that applies to your business:

5GCA, Chapter 5, Section 5008, Policy in Favor of Local Procurement, of the Guam Procurement Law states:

All procurement of supplies and services shall be made from among businesses licensed to do business on Guam and that maintain an office or other facility on Guam, whenever a business that is willing to be a contractor is:

a. A licensed bonafide manufacturing business that adds at least twenty-five percent (25%) of the value of the item, not to include administrative overhead, using workers who are U.S. citizens or lawfully admitted permanent residents or national of the United States, or persons who are lawfully admitted to the United States to work, based on their former citizenship in the Trust Government of the Pacific Islands; or

b. A business that regularly carries an inventory for regular immediate sale of at least fifty percent (50%) of the items of supplies to be procured; or

c. A business that has a bonafide retail or wholesale business location that regularly carries an inventory on Guam of a value of at least one-half (1/2) of the value of the bid, or One-hundred fifty thousand (\$150,000.00) U.S. dollars, whichever is less, of supplies and items of a similar nature to those being sought; or

d.* A service business actually in business, doing a substantial business on Guam, and hiring at least ninety-five percent (95%) U.S. citizens, lawfully admitted permanent residents or national of the United States, or persons who are lawfully admitted to the United States to work, based on their former citizenship in the Trust Government of the Pacific Islands.

*** Bidders indicating qualification under (d) may be considered QUALIFIED for the Local Procurement Preference only if the Government's requirement is for service. Service is defined pursuant to 5GCA Government Operations Subparagraph 5030 entitled DEFINITIONS under Chapter 5 of the Guam Procurement Law.**

1. I _____, representative for _____, have read the requirements of the law cited above and do hereby qualify and elect to be given the Local Procurement Preference for Bid No. GMHA _____. By filling in this information and placing my signature below, I understand that Guam Memorial Hospital Authority will review this application and provide me with a determination whether or not the fifteen percent (15%) preference will be applied to this bid.

2. I _____, representative for _____, have read the requirements of the law cited above, and do not wish to apply for the Local Procurement Preference for Bid No. GMHA _____.

BIDDER REPRESENTATIVE'S SIGNATURE

DATE: _____

NOTE: Prospective bidders will not automatically be considered for Local Procurement Preference. Bidders must submit this application for consideration. Non-completion of this form is not a basis for rejection of the bid.

GUAM MEMORIAL HOSPITAL AUTHORITY
850 Gov. Carlos Camacho Rd., Oka Tamuning, Guam 96913

SPECIAL REMINDER TO PROSPECTIVE BIDDERS:

Bidders are reminded to read the Sealed Bid Solicitation Instructions and the General Terms and Conditions attached to a Bid Invitation to ascertain that all the following requirements of the bid are submitted in the bid envelope at the date and time for bid opening. Only those boxes checked below are applicable to this Solicitation.

- (X) 1. **BID BOND.** Bid bond in the form cashier's check, letter of credit or Surety Bond. Surety Bond, to be valid, must be accompanied by:
- a. Current certificate of authority issued by the Insurance Commissioner.
 - b. Power of Attorney issued by the Surety to the Resident General Agent
 - c. Power of Attorney issued by two (2) major officers of the surety to whoever is signing on their behalf.
- (X) 2. **BROCHURES/ DESCRIPTIVE LITERATURES.** (Paragraph 22, General Terms & Conditions)
- () 3. **SAMPLES.** Samples on equivalent products must be received for evaluation and is required for submission with bid packet. (Paragraph 23, General Terms & Conditions); Note: If the offered product is not listed on the "Reference Product or Equivalent" section of the Specification sheet of this solicitation a sample must be submitted.
- (X) 4. **AFFIDAVIT OF DISCLOSURE OF MAJOR SHAREHOLDERS.** Bidders must comply with the following requirements:
- a. Current The affidavit must be notarized and dated on the same month as the bid opening; and
 - b. Date of signature of the person authorized to sign the bid and the notary date must be the same.
- (X) 5. **NON-COLLUSION AFFIDAVIT.** See attached application form.
- (X) 6. **LOCAL PROCUREMENT PREFERENCE.** See attached application form; **Non-completion of the application form is not a basis for rejection of the bid.**
- (X) 7. **UNIT COST** must be provided in the unit of measures as indicated for each product on the specification sheet of this solicitation.

This reminder must be signed and returned in the bid envelope together with the bid. Failure to comply with the requirements will mean disqualification and rejection of the bid.

I _____, an authorize representative of _____ acknowledge receipt of this special reminder to prospective bidders together with GMHA Bid Invitation Number _____ this ____ day of _____, 20__ and that I have read and understand its intent and implications.

BIDDER REPRESENTATIVE'S SIGNATURE

BID OFFER

TOTAL BID AMOUNT: \$ _____

BID BOND AMOUNT: \$ _____
(15% of Total Bid Amount)

**GUAM MEMORIAL HOSPITAL AUTHORITY
BID SPECIFICATIONS**

Description

		Quantity	Unit	Unit Price	Extension
1.	Portable X-Ray Machine Imaging at BedSide/er	1	each	_____	_____

**** Please quote on document attached ****

<p>Specs:</p> <p style="padding-left: 40px;">Please see attached specification</p>	<p>Comments:</p> <p>_____</p> <p>_____</p> <p>_____</p>
<p>Must Include: Operation and Technical Service Manual</p> <p>_____</p>	
<p>APPROVED EQUAL BIDDING ON:</p>	
<p>MFG: _____</p> <p>BRAND: _____</p>	<p>++ Reference Products Or Equivalent</p> <p>1. General Electric (GE) AMX-4 Plus Mobile or Equivalent</p>
<p>PLACE OR ORIGIN: _____</p>	
<p>DATE OF DELIVERY: _____</p> <p><i>(GUAM) AFTER RECEIPT OF PURCHASE ORDER.</i></p>	

Guam Memorial Hospital Authority is hereby soliciting proposals from qualified companies to provide a **AMX-4 plus Mobile X-ray** System along with related supplies. Equipment, supplies and accessories must be FDA, NEC and UL approved and meets the medical electrical equipment standards.

Requirement of the Bid: Radiographic equipment must be for a AMX-4 plus Mobile due to the following reason:

1. Product and equipment standardization - The Hospital has been utilizing General Electric (GE) Imaging System products for over fifteen (15) years and have proven to be durable and reliable. The hospital had just recently completed the replacement of our CT, Angio and Rad/Flour equipment with GE their most current state-of-art imaging systems which assist the Hospital in delivering the best possible care to the crucial and non-crucial patients.
2. Standardizing Hospital equipment is advantageous for the Facility to obtain compatible accessories and replacement parts.
3. Software and replacement Parts are compatible with the existing radiology GE equipment.
4. GMHA's Radiology staff was trained by General Electric application personnel and is familiar with GE Imaging systems.
5. Technical competency and support of 24-hours 7-days a week is available locally for immediate response resulting to minimal equipment down time and clinical

Price

I. AMX-4 Plus

Specifications

Battery driven X-Ray system.

Exams without being plugged into electrical outlet.

Variable speed motor provided maneuverability.

Lightweight hand switch for comfortable alignment verification and exposure control.

Easy and intuitive positioning through 270-degree column rotation.

High image quality.

Wide range facilities even difficult lateral-hip and spine studies.

Digital microprocessor control that delivers extremely accurate and consistent technique output exposure to exposure, regardless of battery charge.

Delivers excellent generator-output accuracy and reproducibility translate into excellent results the first time.

Closed-loop feedback regulates kVp throughout exposures, eliminating the voltage fluctuations.

Maintenance-free, rechargeable led/acid battery produces up to 50 exposures on a single charge.

Tube arm latch relieves column stress during transport, even over elevator thresholds and hallways expansion joints.

Diagnostic software automatically initiates self-check at start-up and streamlines troubleshooting should a problem arise.

Hand switch cord has a modular plug to make easy replacement.

Retractable charging power cord

II. POWER

- Input Voltage: 110-120 VAC
-
- Frequency: 50-60 Hz

III. INSTALLATION / VALIDATION

1. On-site installation of the AMX-4 Plus must be performed by the Manufacturer Service engineer. _____
2. Testing and compliance testing of the AMX-4 Plus must be conduct by the manufacturer service engineer upon acceptance. _____

IV. Training

1. Provide one Clinical Trainer on-site to conduct the operation, functions and clinical application to GMHA's Radiology technicians. _____
2. Provide One Biomedical Personnel to attend the manufacture Biomedical Seminar Training. Airfare and Hotel accommodations are bare by the awarded company. _____

V. Manuals

1. Provide Operation _____
2. Service Manual _____



Guam Memorial Hospital Authority Aturidåt Espetåt Mimuriåt Guåhan

850 GOV. CARLOS CAMACHO ROAD
OKA, TAMUNING, GUAM 96913
TEL. 647-2444 or 647-2330
FAX: (671) 649-0145

March 26, 2007

AMENDMENT #2 FOR GMHA Bid 016-2007

Portable X-Ray Machine Imaging @ Bedside/ER

This amendment is being issued to make an appropriate change on the Bid Specifications:

Bid Specifications:

Under Reference Products (remove) Or Equivalent
Item #1. General Electric (GE) AMX-4 Plus Mobile or Equivalent (remove) or
Equivalent

**see attached replacement form

DANIEL C. MATANANE
Administrator Supply Management

Acknowledgment of Receipt: Return acknowledgment to fax number 649-3640

Company

Print Name

Signature Date



Guam Memorial Hospital Authority Aturidåt Espetåt Mimuriåt Guåhan



850 GOV. CARLOS CAMACHO ROAD
OKA, TAMUNING, GUAM 96913
TEL: 647-2444 or 647-2330
FAX: (671) 649-0145

February 28, 2007

Mr. Roy Salvador Adonay
General Manager
Teal Pacific LLC
633 Gov. Carlos Camacho Road Suite 210
Tamuning, Guam 96913

**Subject: Cancellation of Solicitation on GMHA BID 008-2007,
Portable X-Ray Machine**

Dear Sir:

Thank you for participating in the above mentioned bid but we find it in the best interest of Guam Memorial Hospital Authority to cancel the solicitation for the subject pursuant to GMHA Procurement Rules and Regulations 3-301.04.2 1(b) the solicitation did not provide for consideration of all factors of significance to the Hospital.

Thank you for responding to the subject bid solicitation. A new Invitation for Bid will be announced at a later date, and we look forward to your company's participation.

Sincerely,

PETERJOHN D. CAMACHO, M.P.H.
Hospital Administrator / CEO

RECEIVED
DATE: 03/08/07



Guam Memorial Hospital Authority Aturidåt Espetåt Mimuriåt Guåhan



850 GOV. CARLOS CAMACHO ROAD
OKA, TAMUNING, GUAM 96913
TEL: 647-2444 or 647-2330
FAX: (671) 649-0145

February 28, 2007

DEPOSIT RETURN

Mr. Roy Salvador Adonay
General Manager
Teal Pacific
633 Gov. Carlos Camacho Road
Tamuning, Guam 96913

Dear Mr. Adonay

Your **Cashier Check** / Bid Bond No: **080128** dated **February 12, 2007**, in the amount of **\$5,046.25** covering for **GMHA Bid #008-2007** is being returned for your disposition.

Sincerely,

PETERJOHN D. CAMACHO, M.P.H.
CEO/Hospital Administrator

ACKNOWLEDGMENT OF RECEIPT:

(Signature)

Marvin Peregrino ~~(PROG)~~ (Sales & operations Assistant)

Print Name and Title

03/08/07

Date



Guam Memorial Hospital Authority Aturidåt Espetåt Mimuriåt Guåhan



850 GOV. CARLOS CAMACHO ROAD
OKA, TAMUNING, GUAM 96913
TEL: 647-2444 or 647-2330
FAX: (671) 649-0145

February 28, 2007

DEPOSIT RETURN

Mr. Roy Salvador Adonay
General Manager
Teal Pacific
633 Gov. Carlos Camacho Road
Tamuning, Guam 96913

Dear Mr. Adonay

Your Cashier Check / Bid Bond No: 080128 dated February 12, 2007, in the amount of \$5,046.25 covering for GMHA Bid #008-2007 is being returned for your disposition.

080121 up

14

HA

\$7,875.00 up

Sincerely,

PETERJOHN D. CAMACHO, M.P.H.
CEO/Hospital Administrator

ACKNOWLEDGMENT OF RECEIPT:

[Signature]

(Signature)

ROY ADONAY

Print Name and Title

3/8/07

Date





Guam Memorial Hospital Authority Aturidåt Espetåt Mimuriåt Guåhan

850 GOV. CAHLOS CAMACHO ROAD
OKA, TAMUNING, GUAM 96913
TEL: 647-2444 or 647-2330
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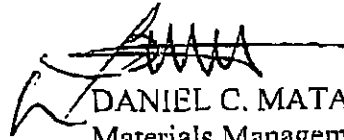
March 30, 2007

AMENDMENT # 3 FOR GMHA BID 016-2007

Portable X-Ray Machine Imaging @ Bedside/ER

This amendment is issued to notify all prospective bidders of the following:

1. A protest letter dated March 29, 2007 was received at GMHA from a prospective bidder. Be advised, all further action on the solicitation for the Portable X-Ray Machine Imaging @ Bedside/ER is on hold pending the outcome of the protest.
2. The submission date of April 4, 2007 is extended indefinitely pending the resolution of the protest. An amendment on the protest outcome will be transmitted to all interested parties as an amendment.


DANIEL C. MATANANE
 Materials Management Administrator

Acknowledgment of Receipt:

Company: _____

Name (Print): _____

Signature / Date: _____