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RECEIVED
OFFICE OF PUBLIC ACCOUNTABILITY
PROCUREMENT APPEALS

DATE: JAN 16, 2018

TIME: 4:27 AM PM BY: FDJ

FILE NO OPA-PA: 18-001

8 **PROCUREMENT APPEAL**
9 **IN THE OFFICE OF PUBLIC ACCOUNTABILITY**

10 **PART I.**

11 In the Appeal of

DOCKET NO. OPA-PA-18-001

12
13 JMI-Edison,

NOTICE OF APPEAL

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15 Appellant.
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PART II: APPELLANT INFORMATION

Name: JMI-Edison (“JMI”)
Mailing Address: 125 N. Marine Corps Drive
Tamuning, Guam 96913
Business Address: 125 N. Marine Corps Drive
Tamuning, Guam 96913

For purposes of this appeal, please direct correspondence to JMI-Edison’s counsels, Joseph C. Razzano and Joshua D. Walsh, Civile & Tang, PLLC, 330 Hernan Corrtex Avenue Suite 200, Hagatna, Guam 96910; Telephone: 671/472-8868; Facsimile: 671/477-2511; Email for Mr. Razzano: jrazzano@civilletang.com; Email for Mr. Walsh: jdwalsh@civilletang.com.

PART III: APPEAL INFORMATION

- A. **PURCHASING AGENCY:** Guam Memorial Hospital Authority (“GMHA”)
- B. **PROCUREMENT IDENTIFICATION:** IFB 013-2017- Purchase, Installation, and Training of New CT Scanners.
- C. **DECISION DATE:** Decision being appealed was made on December 28, 2017, by Hospital Administrator Peter John Camacho, MPH, who is the head of the purchasing agency. That Decision was received by JMI’s counsel on January 2, 2018.
- D. **APPEAL ORIGIN:** Appeal is made from a Decision on Protest of Award. The Decision is attached to this Notice of Appeal as **Exhibit A**.
- E. **NAMES OF COMPETING BIDDERS, OFFERORS, OR CONTRACTORS KNOWN TO APPELLANT:**
 - 1. Oka Pacific;
 - 2. MedPharm; and
 - 3. Siemens Healthcare.

1
2 **PART IV: ADDITIONAL INFORMATION SUBMITTED BY APPELLANT**

3
4 **A. STATEMENT OF GROUNDS FOR APPEAL**

5 GMHA is in need of new Computed Tomography (CT) imaging Machines, and JMI
6 submitted a bid to provide those machines that was \$125,000.00 dollars less than the nearest other
7 bidder. Despite this, GMHA rejected JMI's bid.

8 This protest has been brought because of GMHA's flawed rejection of JMI's bid submitted in
9 response to GMHA IFB 013-2017 issued for the Purchase, Installation, and Training of New CT
10 Scanners (the "IFB"). A copy of the IFB is attached to this Notice of Appeal as **Exhibit B**. A Bid
11 Status notification was received by JMI on December 20, 2017, informing JMI that its bid submission
12 was being rejected because of "nonconformance with specifications." The Bid Status Notification is
13 attached to this Notice of Appeal as **Exhibit C**. Specifically, JMI was told that "Bid rejected due to
14 bid proposal did not meet bid specifications. Bid specification requested 64 slice acquisitions; bid
15 submission identifies 32 slice acquisition." **Exhibit C**.¹ This was wrong.

16
17 GMHA's rejection of JMI's bid followed a period where GMHA may have at one time been
18 confused about the slice acquisition and reconstruction of the JMI offered machines. That confusion
19 was corrected in October 2017 when, in response to two separate requests for clarification, JMI
20 pointed out how both CT systems being offered to GMHA at the quoted price indeed consisted of 64
21 detector rows, 54,272 Detector Elements and 64 slices/Rotation— specifications that mean each of
22 the CT systems offered by JMI were indeed 64 acquired and 64 reconstructed slice machines sought
23

24
25 ¹ Computed Tomography (CT) imaging provides a different form of imaging known as cross-
26 sectional imaging. A CT Imaging system produces cross sectional images or "slices" of anatomy,
27 like the slices in a loaf of bread. CT systems capable of imaging more slices simultaneously allow
28 relatively larger volumes of anatomy to be imaged in relatively less time. More information is
available at the FDA's website, <https://www.fda.gov/Radiation-EmittingProducts/RadiationEmittingProductsandProcedures/MedicalImaging/MedicalX-Rays/ucm115318.htm>.

1 by GMHA. JMI's clarifications provided to GMHA are attached to this Notice of Appeal as **Exhibit**
2 **D.**

3
4 Amendment #6 to the IFB states that "...the award will be made to the lowest responsive and
5 responsible bidder." **Exhibit E, pg. 5-6.** As established during the bid opening that occurred at
6 9:00a.m. on October 6, 2017, JMI submitted the lowest priced bid. *See* JMI Bid opening notes,
7 attached to this Notice of Appeal as **Exhibit F.** JMI's bid was 1,244,040.00. The next lowest offer
8 received by GMHA on that day quoted a price of 1,350,000.00. Despite this, GMHA chose to reject
9 JMI's submission, and that rejection necessitated an agency level protest. That protest was denied by
10 the agency on December 28, 2017. **Exhibit A.**

11
12 The sole reason cited for JMI's bid rejection — the claimed failure to offer a 64 slice CT
13 machine to GMHA— is completely incorrect. This failure was repeated in the Denial of JMI's
14 protest. GMHA, in claiming that the rejection of JMI's bid was proper, rests upon a single
15 manufacturer data sheet page contained with JMI's bid documents that shows a basic machine—not
16 the machine that JMI was offering— that has 32 detector channels. *See* **Exhibit A, p. 2.** GMHA, in
17 focusing upon this data sheet from a standard 32 slice machine, simultaneously ignores the upgrade
18 information submitted by JMI showing that, instead of the baseline 32 slice machine, JMI would in
19 fact be providing GMHA a 64 slice machine. Simply put, GMHA chose to erroneously claim that
20 JMI was providing a 32 slice CT machine because the manufacturer engaged by JMI carries 32 slice
21 machine as an option for end users. GMHA, in claiming that a 32 slice machine was being offered by
22 JMI, needed to ignore the numerous portions of JMI's submission that made repeated and specific
23 reference to a 64 slice machine. Those submissions references ignored by GMHA are summarized
24 here and are attached to this Notice of Appeal as **Exhibit G:**

1	Table of Contents	Referencing Tab 1.2 of JMI's submission —the
2		Section for Imaging Performance Images and
3		Specifications— that lists 64 slice machines
4	Table of Contents	being offered by JMI
5		Referencing Tab 1.3 of JMI's submission —the
6		Section for System Detail Description— that lists
7		64 slice machines being offered by JMI
8	Tab 1.2 Imaging Performance and Specifications, No. 4	Details that machines offered have 64 Detector
9		Rows, 54272 Detector Elements, and 64
10		Slices/Rotation
11	Tab 1.3 Section 1 System Detail Description Page 9	Details that machines offered have B78B0CE 64
12		Channel Detector Upgrade
13	Tab 1.3 Section 2 System Detail Description Page 7	Details that machines offered have B78B0CE 64
14		Channel Detector Upgrade
15	Tab 4.2 Clinical and Technical Training	Details that JMI will provide training on Work
16		safety in the 64 Slice CTs environment
17	5.1 Appendix CT Data Sheet – Image Thickness 0.625mm	Details that all 5 beat Cardiac options sought by
18		GMHA require 64 Channel acquisition
19	Tab 2 Statement of Qualification P. 4	Details that JMI's past experience includes
20		providing to GMHA in 2006 a GE 64 Slice CT,
21		and to the U.S. Naval Hospital in 2014 a GE 64
22		Slice CT

20 More, in order to reject JMI's bid submission, GMHA also had to ignore the very explicit
21 clarification JMI provided to GMHA on October 11, 2017, that "Both CT systems are 64 acquired
22 and 64 reconstructed." See clarification correspondence between GMHA and JMI, attached to this
23 Notice of Appeal as **Exhibit D**.

24 The grounds supporting JMI's instant appeal are sound and without reasonable contradiction.
25 GMHA was seeking bids to provide it with 64 slice CT machines. JMI submitted a bid offering those
26 64 slice machines at a price \$125,000 cheaper than the nearest competitor. GMHA cast aside JMI's
27 bid on the false assertion that JMI was offering 32 slice machines. The bid submission of JMI and the
28

1 clarification provided to the agency show that the rejection of JMI was in error. The law requires that
2 GMHA be ordered to correct its error and award the bid to JMI.

3 **B. RULING REQUESTED**

4
5 JMI requests that, as the lowest priced offeror responsive offeror, JMI should be made the
6 awardee under GMHA IFB 013-2017.

7 **C. SUPPORTING EXHIBITS, EVIDENCE, OR DOCUMENTS**

8 Submitted with this appeal at attached Exhibits are the following supporting exhibits,
9 evidence, and documents:
10

11 (1) Attached as **Exhibit A** is the appeal made from a Decision on Protest of Award, dated
12 December 28, 2017.

13 (2) Attached as **Exhibit B** is

14 (3) Attached as **Exhibit C** is a Bid Status Notification received from JMI, dated December 20,
15 2017.

16 (4) Attached as **Exhibit D** is clarification correspondence between GMHA and JMI, dated
17 October 16, 2017.

18 (5) Attached as **Exhibit E** is IFB Amendment #6 pages 5-6, dated August 11, 2017.

19 (6) Attached as **Exhibit F** is JMI's bid opening notes, dated October 6, 2017.

20 (7) Attached as **Exhibit G** is dated October 6, 2017.

21 JMI also anticipates providing further documentation to substantiate its claims when GMHA
22 submits the full procurement record to the OPA as part of its response to this appeal.
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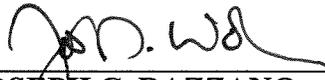
1 **V. DECLARATION RE: COURT ACTION**

2
3 Pursuant to 5 GCA Chapter 5, unless the court requests, expects, or otherwise expresses
4 interest in a decision by the Public Auditor, the Office of Public Accountability will not take action
5 on any appeal where action concerning the protest or appeal has commenced in any court.

6 The undersigned party does hereby confirm that to the best of his knowledge, no case or
7 action concerning the subject of this Appeal has been commenced in court. All parties are required to
8 and the undersigned party agrees to notify the Office of Public Accountability within 24 hours if
9 court action commences regarding this Appeal or the underlying procurement action.
10

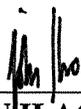
11
12 **Respectfully Submitted** this 16th day of January, 2018.

13 **CIVILLE & TANG, PLLC**

14
15 By: 
16 **JOSEPH C. RAZZANO**
17 **JOSHUA D. WALSH**
18 *Attorneys for Appellant*
19 *JMI Edison*
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1
2 **VERIFICATION**

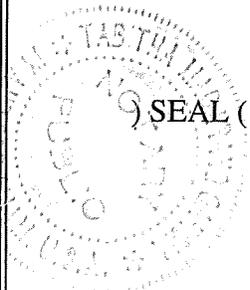
3 I, John Ilaó, am a director and officer of Appellant JMI-Edison and I am authorized to make
4 this verification. I have read the foregoing Notice of Appeal and, based on information and belief
5 and to the best of my knowledge, the facts stated therein are true and correct. I declare under penalty
6 of perjury under the laws of Guam that the foregoing is true and correct. This verification was
7 executed on the 16th day of January, 2018.
8
9

10
11 By: 
12 **JOHN ILAÓ**
13 *Appellant JMI-Edison*

14
15 GUAM, U.S.A.,)
16 City of Hagåtña.) (ss.:

17 On this 16th day of Januray, 2018, before me, a notary public in and for Guam, personally
18 appeared John Ilaó, known to me to be the person whose name is subscribed to the foregoing
19 **NOTICE OF APPEAL**, and he acknowledged to me that he executed the same.
20

21 WITNESS my hand and official seal.



27
28



TABITHA MADARANG GARCIA
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: **JAN. 09, 2020**
330 Hernan Cortez Avenue Ste. 200, Hagatna Guam 96910

EXHIBIT A



Guam Memorial Hospital Authority Aturidåt Espetåt Mimuriåt Guåhan



850 GOV. CARLOS CAMACHO ROAD
OKA, TAMUNING, GUAM 96911
TEL: 647-2444 or 647-2330
FAX: (671) 649-0145

December 28, 2017

VIA HAND DELIVERY

Joshua D. Walsh
Civille & Tang, PLLC
330 Hernan Cortez Avenue, Suite 200
Hagatna, Guam 96910

**Civille & Tang, PLLC
RECEIVED**

DATE: 01.02.18
TIME: 1:39 pm
BY: Cynali Mesa

Re: **Pre-Award Protest to IFB 013-2017 – Purchase, Installation, and Training of New CT Scanners**

Dear Mr. Walsh:

The Guam Memorial Hospital Authority (“GMHA”) is in receipt of your above-referenced protest, dated December 22, 2017, submitted on behalf of JMI-Edison (“JMI”), protesting the rejection of JMI’s bid due to nonconformance with required specifications.

Your protest alleges the GMHA’s rejection of JMI’s bid was either made in error, or made fraudulently or in bad faith, because JMI’s bid “makes it plain that the machines offered were 64 slice CT machines.” Section 2.3 of bid package, entitled *Technical Specifications* (attached as **Exhibit A**), states in relevant part:

- Slice Thickness
 - Minimum slice thickness should be .625mm
 - Slice acquisition of 64 slices

As you know, the GMHA sought clarification as to whether the machines offered by JMI were 32 or 64 reconstructed slices. JMI responded that “both CT systems are 64 acquired and 64 reconstructed.” When asked for specific page numbers, JMI provided the GMHA with reference to certain pages within its submitted bid package; however, the pages referenced do not support JMI’s assertion that the CT machines offered are both 64 acquired and 64 reconstructed. The pages JMI referenced and the GMHA’s responses are enumerated below.

1. **Imaging Performance Images and Specs TAB** Cover Page 1, Item No. 4
There are 64 detector Rows, 54,272 Detector Elements and 64 Slices/Rotation.

The above referenced page (attached as **Exhibit B**) further references Appendix Tab 5.1 Data Sheet. Said data sheet, labeled *System Hardware* (attached as **Exhibit C**), states in relevant part, under the chart entitled "Detector and data acquisition system":

Maximum number of slices per rotation	32 (acquired slices), up to 64 (axial reconstructed slices)
Number of detector rows	64
Number of detector electronic channels	32

Clearly, the machines offered by JMI are only 32 acquired slices, not 64 as was misrepresented. IFB 013-2017 specifically requires "slice acquisition of 64 slices" – the bid does not state that 64 reconstructed slices would be an acceptable substitute.

Moreover, while the machines may be capable of upgrade up to 64 axial reconstructed slices, there is no information regarding their ability to provide the required minimum slice thickness of .625 mm. On the same page, the chart entitled "Axil & cine acquisition - Reconstructed slice thickness" does not provide information for slice thickness on a 64 system; the only information available is for axial and cine acquisition modes between 2 and 32.

2. System Detail Description TAB 1, Page 9, Catalog No. B78B0CE
64 Channel Detector that is included in the configuration for the Cardiac CT offer.

In fact, the page referenced (see **Exhibit D**) states "64 Channel Detector Upgrade" which suggests that an upgrade to a 64 system is possible, but the machine being offered is not 64.

3. System Detail Description TAB 2, Page 7, Catalog No. B78B0CE
64 Channel Detector that is included in the configuration for the non-Cardiac CT offer.

Again, the page referenced (see **Exhibit E**) states "64 Channel Detector Upgrade". A possible upgrade is very different from JMI's misrepresentation that both CT systems are 64 acquired and 64 reconstructed.

Based on the foregoing, the GMHA rejection of JMI's bid was not "a farce." JMI's bid does not meet bid specifications, and your protest is therefore denied as without merit. Please be aware that you have a right to administrative and judicial review of this decision. *See 5 Guam Code Ann. §5425 (c)(2)*.

Sincerely,


Peter John Camacho, MPH
Hospital Administrator/CEO

EXHIBIT B

INVITATION FOR BID AWARD


PETERJOHN D. CAMACHO, MPH
HOSPITAL ADMINISTRATOR / CEO**ISSUING OFFICE:**GUAM MEMORIAL HOSPITAL AUTHORITY
MATERIALS MANAGEMENT DEPARTMENT
850 Gov. Carlos G. Camacho Road,
Oka Tamuning, Guam 96913**DATE ISSUED:** July 19, 2017**GMHA IFB 013-2017****BIDDERS INSTRUCTION:** This BID shall be submitted in one (1) original and one (1) duplicate copy and sealed to the issuing office above no later than, 08:30 a.m., August 02, 2017 and will be publicly opened at, 9:00am, August 02, 2017 in the Materials Management Conference Room. Bid submitted after time and date specified above shall be rejected. See attached Solicitation Instructions and General Terms and Conditions for details.**BID FOR:** PURCHASE, INSTALLATION, and TRAINING of NEW CT SCANNERS**SPECIFICATIONS:** As per attached.**QUESTIONS ON BIDS:** See Paragraph 3, Sealed Bid Solicitation Instructions**DESTINATION:** Guam Memorial Hospital Authority**REQUIRED DELIVERY DATE:** See General Terms & Conditions/Special Provisions**NOTE TO BIDDERS:** This bid is subject to the attached **General Terms and Conditions.** 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 120 calendar days from the date opening to supply any or all of the items which prices are quoted. This bid is governed by the laws of the Territory of Guam, emphasis on the 5 GCA Government Operations - Chapter 5, the Guam Procurement Law and 26 GAR Public Health and Social Services, Division 2, Guam Memorial Hospital.

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

INCORPORATED IN:

NAME AND ADDRESS OF BIDDER:

SIGNATURE AND TITLE OF PERSON AUTHORIZED TO SIGN THIS BID:

AWARDED TO:

CONTRACT NO.:

AMOUNT: \$

DATE:

ITEMS AWARDED BY NUMBERS:

CONTRACTING OFFICER:

PETERJOHN D. CAMACHO, MPH
HOSPITAL ADMINISTRATOR /CEO

NAME AND ADDRESS OF CONTRACTOR:

SIGNATURE AND TITLE OF PERSON AUTHORIZED TO SIGN THIS CONTRACT:



Guam Memorial Hospital Authority Aturidåt Espetåt Mimuriåt Guåhan



850 GOV. CARLOS CAMACHO ROAD
OKA, TAMUNING, GUAM 96911
TEL: 647-2444 or 647-2330
FAX: (671) 649-0145

INVITATION TO BID

GMHA IFB 013--2017

The Guam Memorial Hospital Authority ("GMHA") will receive sealed bids for the **PURCHASE, INSTALLATION, AND TRAINING OF NEW CT SCANNERS**, pursuant to Invitation for Bids No. **GMHA IFB 013-2017**. Bids will be accepted until **8:30am**, Chamorro Standard Time, **August 02, 2017**, at 850 Carlos G. Camacho Rd., Tamuning, GU 96913 at which time and place all bids will be publicly opened and read aloud. The contract term for the project is **120 calendar days**. All bids must be accompanied by a Bid Bond in the amount of fifteen percent (15%) of the total bid amount. Bid security may be in the form of a bid bond, certified check or cashiers' check made payable to Guam Memorial Hospital Authority.

Bids and amendments will be available on GMHA's website for downloading at the following address: **www.gmha.org**. Vendors are required to routinely check for updates on the website as well as for emails from GMHA notifying vendors about changes in bid status or providing responses to queries. A non-refundable amount of twenty dollars (\$20.00) is required for the purchase price of every set of the bidding documents (hard copies) which are available at GMHA Materials Management Office on or after **July 19, 2017**.

The right is reserved to reject any or all proposals and to waive any imperfection in the bid proposal that is in the best interest of the Guam Memorial Hospital Authority in accordance with the Guam Memorial Hospital Authority Procurement Regulations.

A pre-bid conference has been scheduled for **9:00am on July 25, 2017, at the GMHA Materials Management Conference Room**. All bidders are requested to be present. All questions or clarifications must be submitted in writing on or before the pre-bid conference date.

Funding Source: Appropriation of FY2014 Hotel Occupancy Tax (HOT) Surplus Funds.

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- Appendix C – Bid Bond
- Appendix D – List of Surety Companies Licensed to Conduct Business in Guam
- Appendix E – Form of Non-Collusion Affidavit
- Appendix F – Major Shareholder Disclosure Affidavit
- Appendix G – Wage and Benefit Certification
- Appendix H – Certification of Non-Employment of Convicted Sexual Offenders
- Appendix I – Affidavit re Ethical Standards
- Appendix J – Affidavit re Contingent Fees
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2-2. Scope of Work
2-3. Technical Specifications.....

Procurement Checklist
CHECKLIST OF FORMS AND DOCUMENTS REQUIRED TO
BE SUBMITTED IN CONJUNCTION WITH BIDS

<u>Form or document that must be submitted with bid</u>	<u>Initial if Submitted:</u>
1. Bid Bond Equal to 15% of total amount of bid	_____
2. Bidder Qualification Form	_____
3. Bid Proposal	_____
4. Priced Bid Form	_____
5. Non-Collusion Affidavit	_____
6. Affidavit re Ethical Standards	_____
7. Affidavit re Contingent Fees	_____
8. Certification of Bidder Regarding Equal Employment Opportunity	_____
9. Certification Regarding Non-Segregated Facilities	_____
10. Sex Offender Certification	_____
11. Wage and Benefit Certification	_____
12. US DOL Wage and Benefit Determination for Guam	_____
13. Major Shareholders Disclosure Affidavit	_____
14. Proof of All Licensure to Perform Work Called for by the IFB	_____
15. Forms or Documents Required by IFB or Amendments not referred to above	_____

I, _____, a duly authorized representative of _____, do hereby certify, that the forms listed above have, in fact, been submitted with my firm's bid. I acknowledge that failure to submit any of the above documents will result in my firm being deemed non-responsive and having my firm's bid rejected.

Signed: _____

Dated: _____

SECTION 1 – BID SUBMISSION REQUIREMENTS

1-1. **INVITATION FOR BID:** The Guam Memorial Hospital Authority (hereafter “Owner” or “GMHA”) will receive sealed bids for the GMHA IFB No. 013-2017 relative to the **PURCHASE, INSTALLATION, AND TRAINING OF NEW CT SCANNERS**. Bids will be accepted until **8:30 A.M.**, Chamorro Standard Time, **August 02, 2017** at GMHA's Materials Management Department, 850 Governor Carlos G. Camacho Rd., Tamuning, Guam 96913. The time for the project is **120 calendar days from the effective date of the Notice to Proceed**. Bid Documents shall be available on GMHA’s website which is: www.gmha.org, under the tab entitled “Bids.” Vendors are advised to check GMHA’s website often for amendments, regardless of whether notice is received by the vendor or not. Hard copies of the Bid Documents are available for purchase at GMHA’s Materials Management Office for a non-refundable fee of twenty dollars (\$20.00) per copy.

1-2. **BID DOCUMENTS:** The bid documents include every document submitted by GMHA to the Bidder in conjunction with this Invitation for Bid, and all terms contained therein are incorporated into the bid, unless such document is a routine notice or reminder other than official notices related to award or otherwise specifically deemed as not being included in the Bid documents by GMHA.

1-3. **PREPARATION OF BID:** Each Bid must be submitted on the prescribed Bid Form contained within Appendix A and shall be accompanied by all of the required forms and documents required in these Specifications. Failing to provide the correct documents or other submittals may result in disqualification of the bid.

All blank spaces in the Bid forms must be correctly filled in where indicated for each and every item for which a quantity is given, and the bidder must state the prices (written in ink, both in words and numerals) for which he proposes to do each item of the Work contemplated or furnish each item of the materials required. In case of conflict between words and numerals, the words, unless obviously incorrect will govern. The bidder must sign their Bid correctly and in ink.

If the Bid is offered by an individual, their name, office, and address must be shown. If made by a firm or partnership, the name, office and address of each member of the firm or partnership must be given; if offered by a corporation, the person signing the Bid must give the name of the State under the laws of which the corporation was chartered, and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a Bid as agent must file legal-evidence of their authority to do so, and that the signature is binding upon the firm or corporation

Conditional bids will not be accepted. Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his address, and the name of the bid number and project name for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form.

Telegraphic bids will not be considered unless specifically authorized by this 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 Modification of Bids section of these instructions).

Bidder shall be required to acknowledge receipt of all Addenda/Amendments to the Bid Plans and Specifications in writing.

1-4. EXAMINATION OF SPECIFICATIONS, SPECIAL PROVISIONS, AND SITE OF WORK: The bidder is required to examine carefully the site of the proposed work, the Bid Specifications and proposed Contract form. They shall satisfy themselves as to the character, quality, and quantities of work to be performed, materials to be furnished, location, accessibility and general character of the site, and as to the requirements of these Specifications and the Proposed Contract. The submission of a bid shall be prima facie evidence that the bidder has made such an examination and has no objection to such. No extra compensation will be made by reason of any misunderstanding or error on the part of the Contractor as regards the site, the conditions thereof or the amount and kind of work to be performed.

The Contractor accepts the conditions at the construction site as they eventually may be found to exist and warrants and represents that the Work can and will be performed under such conditions, and that all materials, equipment, labor and other facilities required because of any unforeseen conditions (physical or otherwise) shall be wholly at the Contractor's own cost and expense, notwithstanding anything in these Bid Specifications or Contract to the contrary.

1-5. EXPLANATION TO BIDDERS: No oral explanation of the meaning of the specifications will be made and no oral instruction will be given before the award of the Contract. Discrepancies, omissions, or doubts as to the meaning of drawings and specifications must be communicated in writing to the person or persons specified in the section entitled "Addenda and Interpretations" below. Bidders should act promptly and allow sufficient time for a reply to reach them before the submission of their bids. Any interpretation made will be in the form of a response to a Request for Information or an Addendum (a.k.a. Amendment) to the plans and specifications which will be forwarded to all bidders and its receipt by the bidders should be acknowledged on the Bid Form.

1-6. REJECTION OF IRREGULAR BIDS: Bids containing any omission, alterations of forms, additions or conditions not called for, incomplete bids, or bids otherwise deemed irregular which are not accompanied by an appropriate Bid Bond and other mandatory documents will be rejected. The Guam Memorial Hospital Authority reserves the right to waive technicalities as to the changes, alterations, or reservations, and make the award based upon the best interest of The Guam Memorial Hospital Authority as determined by its Hospital Administrator.

1-7. ADDENDA AND INTERPRETATIONS: Every request for any interpretation or for a modification must be in writing addressed to both parties below:

GMHA Hospital Administrator and GMHA Facilities Manager
Guam Memorial Hospital Authority
850 Governor Carlos G. Camacho Rd.
Tamuning, GU 96913

In order to be given consideration, any written request for interpretation must be received by GMHA at least seven (7) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form or written addenda to the Contract Documents which, if issued, will be either be mailed by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes) or sent via facsimile or e-mail to the number or e-mail address provided to GMHA at the time the bidder picked up the bid, and in no event such responses shall be sent to bidders not later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under this bid as submitted. All addenda so issued shall automatically become part of the Contract document, whether expressly set forth in the Contract or not. Addenda shall be available on GMHA's website which is: www.gmha.org, under the tab entitled "Bids." Vendors are advised to check GMHA's website often for amendments, regardless of whether notice is received by the vendor or not.

1-8. ACKNOWLEDGMENT OF AMENDMENTS TO SOLICITATIONS: Written 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.

1-9. MODIFICATION OF BIDS: Any bidder may modify his bid in writing at any time prior to the schedule closing time for receipt of bids, provided such written communication is received by GMHA prior to the closing time, and, provided further, GMHA is satisfied that a written confirmation of the written modification over the signature of the bidder was mailed prior to the closing time. The written communication should not reveal the bid price, but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by GMHA until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the written modification.

1-10. REQUESTS FOR NON-DISCLOSURE OF TRADE SECRETS AND PROPRIETARY DATA: Bidders may declare portions of their bid as being confidential 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. However, prices and 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 may review the material declared to be confidential to determine the validity of any requests for nondisclosure of trade secrets and other proprietary data identified in writing. If the parties do not agree as to the disclosure of data, GMHA shall inform the bidders in writing what portions of the bids will be disclosed. All bids shall be opened to public inspections subject to any continuing prohibition on the confidential data.

1-11. BID BOND: All bids must be accompanied by a Bid Bond in the amount of fifteen percent (15%) of the total bid amount. Bid security may be in the form of: (1) a bid bond issued by a surety licensed on Guam and having such bond being presentable on Guam and issued using

the exact form contained in Appendix B; or (2) either a certified check or cashier's check made payable to the Guam Memorial Hospital Authority.

The Bid Bond is used to ensure the Bid supplied by the vendor remains valid for the period of time specified in the bond and that the bidder will enter into a Contract on terms and conditions acceptable to GMHA.

1-12. RETURN OF BID BOND: As soon as the bid prices have been compared, the GMHA Hospital Administrator will return the Bid Guaranties accompanying the Bids of all except the three (3) lowest bidders. The remaining bid guarantees will be returned to the three lowest bidders within three days after the Guam Memorial Hospital Authority and the accepted bidder have executed a Contract and the executed Performance and Payment Bond and other required documents have been approved by the Guam Memorial Hospital Authority. If the required Contract and bond have not been executed within one hundred and twenty (120) days after the date of the opening of bids, then the bid guarantee of any bidder will be returned unless it is mutually agreed between the Guam Memorial Hospital Authority and the Bidder that this time limit be extended.

1-13. NOTICE REGARDING FORM OF BONDS: The Bid Bond requires the signatures of the Vendor, two (2) major Officers of the Surety and the Resident General Agent, if the Surety is a foreign or alien surety. When the form is submitted to Guam Memorial Hospital Authority, it must be accompanied with copies of the following:

- a. Current Certificate of Authority to do business on Guam issued by the Department of Revenue and Taxation.
- 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.

Bonds submitted without signatures and supporting documents are invalid and the accompanying bids will be rejected.

1-14. POWER OF ATTORNEY: Attorneys-in-fact who sign Bid Bonds or Performance and Payment Bonds must file with each bond a certified and effectively dated copy of their power of attorney.

1-15. NON-COLLUSION AFFIDAVIT: Each person submitting a bid for any portion of the work covered by the bidding documents shall execute an affidavit, in the form provided with the proposal to the effect that he has not colluded with any other person, firm or corporation in regard to any bid submitted. Such affidavit shall be attached to the Bid and Bidders shall use the form contained in Appendix E.

1-16. DISCLOSURE OF MAJOR SHAREHOLDERS: As a condition of bidding, any partnership, sole proprietorship or corporation 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, and shall be submitted on or before the bid opening. Bidders shall use the form contained in Appendix F.

1-17. RECEIPT AND OPENING OF BIDS: The Guam Memorial Hospital Authority (hereafter

called the "Owner" or "GMHA"), invites bids on the Bid Schedule located in Appendix A. All blanks must be appropriately completed. Bids will be accepted until **8:30am**, Chamorro Standard Time, **July 20, 2017** at GMHA, 850 Governor Carlos G. Camacho Rd., Tamuning, Guam 96913 at which time and place all bids will be publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to the Hospital Administrator, Guam Memorial Hospital Authority and designated as "**Purchase, Installation, and Training of New CT Scanners, GMHA IFB No. 013-2017.**" GMHA may waive any minor informalities and reserves the right to reject any and all bids in accordance with the Guam Memorial Hospital Procurement Regulations. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 120 days after the actual date of the opening thereof.

1-18. LICENSURE: All bidders are reminded that they are required to submit proper proof of licensure for all types of work required by this Invitation for Bids along with their Bid. Failure to provide the proper proof of licensure will result in such Bid being deemed non-responsive.

1-19. CONSIDERATION OF BIDS: After the bids have been opened and read, and if necessary the quantities will be extended and totaled in accordance with the bid prices of the accepted bids, and the results of the prices will be made public. Until the final award of the Contract, the Guam Memorial Hospital Authority reserves the right to reject any or all bids, or any portion thereof, to waive technicalities and to advertise for new bids, or proceed to do the work otherwise when the best interests of the Guam Memorial Hospital Authority will be promoted thereby.

1-20. DISQUALIFICATION OF BIDDERS: Any one or more of the following causes may be considered as sufficient for the disqualification of the bidder and the rejection of his bid or bids:

- a. More than one Bid for the same work from an individual, firm partnership, or corporation under the same or different names or any firm, individual or groups of persons acting in concert to provide multiple bids.
- b. Unbalanced Bids in which the prices for some items are out of proportion to the prices for other items.
- c. Unusually low bids.

- d. Failure to submit a unit price for each item of work for which a bid price is required by the Bid or Proposal.
- e. Lack of responsibility as shown by past work judged from the standpoint of workmanship, capacity, safety and progress.
- f. Lack of responsiveness to the requirements set forth in the Invitation for Bid or Bid Specifications.

1-21. RIGHT TO REJECT BIDS AND CANCEL SOLICITATION: GMHA reserves the unqualified right, in its sole and absolute discretion, to reject any and all bids, in whole or part, if doing so is in the best interest of GMHA. This IFB/solicitation may be cancelled in whole or in part in accordance with the Guam Procurement Law and the Guam Memorial Hospital Procurement Rules and Regulations.

1-22. METHOD OF AWARD: If the bid is within the amount of funds available to finance the construction Contract, then the award will be made to the lowest responsive and responsible bidder. Failure to submit a bid that conforms to the requirements of the Bid Plans and Specifications in every respect may subject the bidder to being deemed non-responsive and therefore having their bid rejected. Bidders are advised to completely fill out the forms provided in the Bid Forms completely and fully and to provide all documents or other information otherwise required under the Bid Documents and Plans and Specifications in a timely manner and in the form requested.

The GMHA Hospital Administrator will notify the successful Bidder by letter, fax, or e-mail (depending on method of contact provided to GMHA when picking up the bids), that he/she has been Conditionally Awarded the Bid and that a Contract on terms and conditions acceptable to GMHA shall be entered into between the parties since GMHA may need to secure the approval of other regulatory bodies and that entering into a Contract is dependent upon submission of documents required under the Bid Plans and Specifications such as insurance and proof of licensure.

1-23. CONTRACT TERM:

a) Work to be performed by Contractor under the Contract shall commence upon issuance of a Notice to Proceed ("NTP") by GMHA and continue until the completion of the Scope of Work.

b) At the option of GMHA, the contract is subject to a review by the Hospital Administrator for determination of the continued need for such contract, and availability of funds. Funds are available for the first fiscal period at the time of contracting. Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds thereof.

1-24. PERSON AUTHORIZED TO EXECUTE CONTRACT: The Bidder shall provide with their Bid the name, address, telephone number and e-mail address of the person who is legally authorized to bind the Bidder to the terms of the Contract and whom the Bidder intends to have execute the Contract with GMHA.

1-25. EXECUTION OF CONTRACT: In the event that the successful bidder fails to execute the Contract containing terms and conditions acceptable to GMHA that has been provided to them within twenty (20) days of receipt of such, or to furnish the required document required to be submitted after the bid, including, but not limited to insurance in the amounts, types and form specified in Section B, subsection 8, proof of licensure to perform the specific Work called for, requests for sub-Contractors, etc., GMHA, after declaring forfeited the security deposit of such bidders, reserves the option to accept the bid of any other bidder within five (5) days from such default, in which case such acceptance shall have the same effect as to such bidder as though he/she were the originally successful bidder.

1-26. APPROVAL OF CONTRACT: No contract is binding upon the Guam Memorial Hospital Authority until it has been executed by the Guam Memorial Hospital Authority, the Attorney General of Guam, and the Governor of Guam, and delivered to the Contractor and the terms and conditions of the Contract have been approved by GMHA.

1-27. CONTRACT DOCUMENTS: It is hereby mutually agreed that the following list shall constitute the Contract Documents, all of which shall eventually collectively evidence and constitute the Contract between GMHA and the Bidder as if they were set out verbatim and in full within the Contract:

- a. Bid Specifications as defined in this Invitation for Bid.
- b. Bidder's Bid and all documents provided in response to the Invitation for Bid, unless such documents conflict with the Bid Plans and Specifications in which case they shall have no effect (conflict may be in part or in whole)
- c. GMHA's responses to RFI's and Addenda/Amendments to the Invitation for Bid.
- d. Conditional Notice of Award and other documents sent to Bidder following GMHA's receipt of the Bid.
- e. Change Orders or Amendments to the Contract.

1-28. LAWS AND REGULATIONS: The bidder's attention is directed to the fact that all applicable Guam and Federal laws, regulations, rules, licensure requirements, and permit requirements of all authorities having jurisdiction over this project shall apply to the Contract throughout, and they will be deemed to be included in the Contract and performance thereunder the same as though herein written out in full. Failure on the part of any bidder to become aware of the applicable laws, rules, regulations, permits and licensure requirements shall not relieve the Bidder to either meet the requirements of this Bid or performance under a Contract.

1-29. DETERMINATION OF RESPONSIBILITY OF BIDDERS: The Hospital Administrator reserves the right to secure from bidders information to determine whether or not they are responsible, including information concerning: the ability and capacity of the Bidder to perform the Work; whether the Bidder can perform promptly or within the specified time; a satisfactory record of performance; a satisfactory record of integrity; whether Bidder has supplied all necessary information in connection with the inquiry concerning responsibility; and the sufficiency of the financial resources and ability of the Bidder to perform the Work. The Hospital Administrator reserves the right to inspect Bidder's plant site, place of business, records, supplies and services as necessary to determine responsibility.

1-30. WITHHOLDING ASSESSMENT FEE: All procurements of professional services are subject to a withholding assessment fee for non-resident persons without a valid Guam Business License, which is equal to four percent (4%) of the total dollar value of any contract awarded for all government of Guam contracts for professional services provided by a non-resident person residing outside of Guam, as a cost of doing business with the Government of Guam, in accordance with 11 GCA § 71114 (PL 33-166).

1-31. MULTIPLE OR ALTERNATE BIDS: Multiple or alternate bids will be rejected.

1-32. "ALL OR NONE" BIDS: GMHA and the Government of Guam are requesting all of the Bid items to be bid or none at all. The Government will not award on an itemized basis.

1-33. LOW TIE BIDS: If the lowest priced bids are identical in price and meet all of the requirements and criteria set forth in the Invitation for Bids 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 in accordance with 2 GAR, Div. 2 §16309(o)(2) and (3).

1-34. REPRESENTATION REGARDING ETHICAL STANDARDS FOR GOVERNMENT EMPLOYEES AND FORMER GOVERNMENT EMPLOYEES: The bidder, offeror, 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 set forth in Article 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Article 11 of the Guam Memorial Hospital Authority Procurement Regulations.

1-35. PROHIBITION OF GRATUITIES, KICKBACKS, AND FAVORS:

Gratuities. It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

Kickbacks. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

Favors to the Government of Guam or its employees. It shall be a breach of ethical standards for any person who is or may become a contractor, a subcontractor under a contract to the prime contractor or higher tier contractor, or any person associated therewith, to offer, give or agree to give any employee or agent of the Government of Guam or for any employee or agent of the

Government of Guam to solicit or accept from any such person or entity or agent thereof, a favor or gratuity on behalf of the Government of Guam whether or not such favor or gratuity may be considered a reimbursable expense of the Government of Guam, during the pendency of any matter related to procurement, including contract performance warranty periods.

1-36. REPRESENTATION REGARDING GRATUITIES, KICKBACKS, AND FAVORS: The bidder, offeror, or contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks and favors set forth in §161107 (Gratuities and Kickbacks) of the Guam Memorial Hospital Authority Procurement Regulations

1-37. PROHIBITION OF CONTINGENT FEES: It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a hospital contract upon 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.

1-38. PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES: The prospective contractor represents as part of such contractor's bid or proposal that such contractor has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

1-39. INSPECTION: GMHA, or their authorized designees may, at reasonable times, inspect the place of business of contractor or any other location which is related to the performance of the contract. In addition, all work, supplies, materials, equipment, or services delivered under this contract shall be subject to the inspection and/or testing conducted by GMHA, the Government of Guam, or their authorized designees. If in any case the work, supplies, materials, equipment, or services are found to be defective in material, workmanship, performance, or otherwise do not conform with the Specifications, GMHA 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 of Guam.

1-40. RIGHT TO AUDIT RECORDS: Audit of Cost or Pricing Data. GMHA may, at reasonable times and places, audit the books and records of any person who has submitted costs or pricing data pursuant to 5 GCA § 5232 to the extent that such books and records relate to such cost or pricing data. Any person who receives a contract, change order, or contract modification for which cost or pricing data is required shall maintain such books and records that relate to such cost or pricing data for three (3) years from the date of final payment under the contract, unless a shorter period is otherwise authorized in writing.

Contract Audit. GMHA shall be entitled to audit the books and records of a contractor or any subcontractor under any negotiated contract or subcontract other than a firm fixed price contract awarded through this Invitation for Bids to the extent that such books and records relate to the performance of such contract or subcontract. Such books and records shall be maintained by the

contractor for a period of three (3) years from the date of final payment under the prime contract and by any subcontractor(s) for a period of three (3) years from the date of final payment under the subcontract.

1-41. COST OR PRICING DATA: Cost or pricing data is required to be submitted when adjusting the price of any contract, including a contract awarded by competitive sealed bidding, whether or not cost or pricing data were required in connection with the initial pricing of the contract, if the adjustment involves aggregate increases and/or decreases in costs plus applicable profits expected to exceed one hundred thousand dollars (\$100,000.00). In addition, if cost or pricing data is required under this Section, a Certificate of Cost or Pricing Data must be submitted by the Contractor immediately after negotiation of the price adjustment. GMHA may request whatever forms of proof it deems appropriate to determine whether a price adjustment is proper, including, but not limited to the following, cancelled checks/proof of payment, vendor invoices, quotes, price sheets and financial records.

1-42. 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.

1-43. 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.

1-44. GUARANTY OF MATERIALS, SUPPLIES, AND EQUIPMENT: The successful bidder shall guarantee all supplies, materials, and equipment used in the Work against defective parts, workmanship, and performance for a period of not less than one (1) year after use or installation of the supplies, material, or equipment. 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.

For the purposes of this section, the term “Contracting Officer” shall mean the GMHA Hospital Administrator or his/her Authorized Representative

APPENDIX A
BID PROPOSAL FORM

DATE:

TO: Hospital Administrator
Guam Memorial Hospital Authority
850 Governor Carlos G. Camacho Rd.
Tamuning, GU 96913

Dear Sir:

The undersigned ("Bidder"), a _____ (Corporation or partnership or individual), organized and/or licensed to do business under the laws of _____, hereby proposes and agrees to furnish all necessary labor, materials, equipment, tools and services necessary for the **PURCHASE, INSTALLATION, AND TRAINING OF NEW CT SCANNERS**, pursuant to Invitation for Bids No. **GMHA IFB 013-2017** in accordance with the Specifications and other Contract Documents composing the Invitation for Bids for the sum of:

(Bid Amount) _____;

plus any and all sums to be added and/or deducted resulted from all extra and/or omitted work under a change order or Contract amendment under the unit and/or lump sum prices stated in the itemized proposal form attached hereto.

The undersigned has examined the location of the proposed Work, Specifications and other Contract Documents and is familiar with the local conditions at the place where the work is to be performed, agrees to perform all work within the time set forth; herein and the price stated in their bid.

The Bid Guaranty attached hereto without endorsement, in the sum of not less than fifteen percent (15%) of the highest amount the total aggregate bid, is furnished to the Guam Memorial Hospital Authority ("GMHA") as a guarantee that the Agreement will be executed and a Performance and Payment Bond and proof of insurance and other requirements set forth in the bid, in forms acceptable to GMHA, shall be furnished within twenty (20) days after notification that the undersigned is the lowest responsible and responsive bidder. In the event that this Bid is accepted, and the undersigned bidder shall fail to: (1) provide any and all documents requested by GMHA and (2) execute the Contract on terms and conditions acceptable to GMHA, the equivalent amount of the Proposed Guaranty shall be forfeited, as liquidated damages for the delay and additional work and costs caused thereby in obtaining another bidder, said amount being beforehand determined as being reasonable and containing no penalties.

If written notice that the bidder is the lowest responsible and responsive bidder, and such notice is mailed, telegraphed or delivered to the undersigned within one hundred and twenty (120) days after the opening thereof, the undersigned agrees to execute a Contract on terms and conditions acceptable to GMHA, and to furnish a Performance and Payment Bond in an amount equal to one hundred percent (100%) of the Contract Amount, within twenty (20) days after receipt of such notice.

The undersigned hereby acknowledges receipt of the following Amendments:

Amendment No.	Dated:
_____	_____
_____	_____
_____	_____

If awarded the Contract, the undersigned agrees to complete the work within sixteen months following the execution of the Contract by all parties thereto and the issuance of the Notice to Proceed from GMHA.

Attached hereto are the following: (1) an affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this proposal or any other proposal or the submitting of proposals for the Contract for which this bid is submitted; (2) proof of licensure on Guam to conduct the services specified in the bid; (3) Certification of Non-Employment of Convicted Sex Offenders; and (4) any other document requested under per the Bid Specifications.

The undersigned understands that the GMHA reserves the right to reject any or all Proposals or to waive any informality or technicality in any Proposal in the interest of GMHA.

RESPECTFULLY SUBMITTED BY: _____
(CONTRACTOR)

(BY)

(TITLE)

(BUSINESS ADDRESS)

APPENDIX B
PRICE BID FORM

<u>Description</u>	<u>Unit Price</u>
1. CT 64 cardiac capable system	\$ _____
2. CT 64 non cardiac capable system	\$ _____
3. Clinical and Bio-Med Training	\$ _____
4. Trade in Value of the GE 64 slice CT	\$ _____
5. Trade in Value of the GE 16 slice CT	\$ _____
6. Workstation for cardiac and perfusion post evaluation RAM of 8GB or higher Capacity to do all 2D and 3D post processing	\$ _____
7. Two Color Laser Printers	\$ _____
8. Two UPS with appropriate KVA with at least 10 minutes back up capable of running the entire system	\$ _____
9. Accessories Pulse oximeter with adult and pediatric probes ECG cables ECG monitor on the gantry for cardiac scanner Software for remote application support for both scanners	\$ _____

Warranty: _____

Offering: _____

TOTAL BID AMOUNT: \$ _____

APPENDIX C

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that

(Name of Contractor)

as Principal, herein after called the Principal and _____

(Name of Surety)

as a corporation duly licensed under the laws of Guam, as Surety, hereafter called the Surety, are held and firmly bound unto the Guam Memorial Hospital Authority ("GMHA") for the sum

of _____ Dollars (\$ _____), for payment of which sum will and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents:

WHEREAS, the Principal has submitted a bid for:

NOW, THEREFORE, if the GMHA shall accept the bid of the Principal and the Principal shall not withdraw said bid within one hundred twenty (120) calendar days after the opening of bids, and shall within twenty (20) calendar days after the prescribed forms are presented to him for signature, enter into a Contract with the GMHA in accordance with the terms of such bid and give such bond or bonds as may be the 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 enter into such Contract and give such bond or bonds, if the Principals shall pay to the GMHA the difference not to exceed the penalty hereof between the amounts specified in said bid and such larger amount for which the GMHA may in good faith Contract with another party to perform work covered by said bid or an appropriate liquidated damage 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__.

(PRINCIPAL)

(SEAL)

(WITNESS)

(TITLE)

(MAJOR OFFICER OF SURETY)

(TITLE)

(MAJOR OFFICER OF SURETY)

(TITLE)

(PRESIDENT GENERAL AGENT)

APPENDIX D

**List of Surety Companies Licensed
to Conduct Business in Guam**

NAMES AND ADDRESSES OF SURETY COMPANIES
AND THEIR GENERAL AGENTS
LICENSED TO TRANSACT BUSINESS IN GUAM
(list is subject to change and GMHA does not take any
responsibility for the accuracy of this list)

NAME AND HOME ADDRESS
OF SURETY COMPANY

NAME AND ADDRESS
OF GENERAL AGENT

Ambac Assurance Corporation
One State Street Plaza
New York NY 10004

Moylan's Insurance Underwriters Inc
101 Agana Shopping Center
Hagatna GU 96910

American Home Assurance Co
70 Pine Street
New York NY 10270

Calvo's Insurance Underwriters Inc
115 Chalan Santo Papa
Hagatna GU 96910

American International Assurance
Company (Bermuda) LTD
29 Richmond Road
Pembroke HKO8 Bermuda

Calvo's Insurance Underwriters Inc
115 Chalan Santo Papa
Hagatna GU 96910

American International Life
Assurance Company
P O Box 727
Wall Street Station
New York NY 10268

Calvo's Insurance Underwriters Inc
115 Chalan Santo Papa
Hagatna GU 96910

Amwest Surety Insurance Co
5230 Las Virgenes Road
Calabasas CA 91302

Takagi & Associates Inc
414 W Soledad Avenue Suite 100
Hagatna GU 96910

Cassidy's Associated Insurers Inc
376 West O'Brien Drive
Hagatna GU 96910

Argonaut Insurance Co
250 Middlefield Road
Menlo Park CA 94025

Cassidy's Associated Insurers Inc
376 West O'Brien Drive
Hagatna GU 96910

NAME AND HOME ADDRESS
OF SURETY COMPANY

Balboa Insurance Co
18581 Teller Avenue
Irvine CA 92612

Balboa Life Insurance Co
18581 Teller Avenue
Irvine CA 92612

Capital Markets Assurance
Corporation
113 King Street
Armonk NY 10504

Central States Indemnity Co.
of Omaha
P O Box 34350
Omaha NE 68134

CGU International Insurance PLC
Multinational Bancorporation Ctr 10th Flr
6805 Ayala Avenue
Makati City Philippines

Chung Kuo Insurance Co Ltd
10th Floor ICBC Bldg
No 100 Chilin Road
Taipei Taiwan

Alpha Insurers
123 Archbishop Flores Street
Hagatna GU 96910

Continental Insurance Co
CNA Plaza
Chicago IL 60685

NAME AND ADDRESS
OF GENERAL AGENT

Cassidy's Associated Insurers Inc
376 West O'Brien Drive
Hagatna GU 96910

Cassidy's Associated Insurers Inc
376 West O'Brien Drive
Hagatna GU 96910

Moylan's Insurance Underwriters Inc
101 Agana Shopping Center
Hagatna GU 96910

Moylan's Insurance Underwriters Inc
101 Agana Shopping Center
Hagatna GU 96910

AON Insurance Micronesia (Guam) I
Hengi Plaza #203
278 South Marine Drive
Tamuning GU 96911

Great National Ins Underwriters Inc
Great National Insurance Building
Chalan San Antonio
Tamuning GU 96911

Cassidy's Associated Insurers Inc
376 West O'Brien Drive
Hagatna GU 96910

NAME AND HOME ADDRESS
OF SURETY COMPANY

Cumberland Casualty & Surety Co
4311 W Waters Avenue #401
Tampa FL 33614

Dai-Tokyo Fire & Marine Insurance
Company Ltd The
25-3, Yoyogi 3-Chome Shlbuya-ku
Tokyo Japan

Dongbu Insurance Co
21-9 Cho-Dong, Chung-Gu
CPO Box 658
Seoul Korea 100

Eagle Pacific Insurance Co
2101 4th Avenue Suite 1700
Seattle WA 98121

Federal Insurance Co
P O Box 1615
Warren NJ 07061

Fireman's Fund Insurance Company
777 San Marin Drive
Novato CA 94998

First American Title Insurance Co
114 East Fifth Street
Santa Ana CA 92702

First Fire & Casualty Insurance
Hawaii Inc
P O Box 2866
Honolulu HI 96803

First Indemnity Insurance of Hawaii Inc
P O Box 2866
Honolulu HI 96803

NAME AND ADDRESS
OF GENERAL AGENT

Cassidy's Associated Insurers Inc
376 West O'Brien Drive
Hagatna GU 96910

Takagi & Associates Inc
414 W Soledad Avenue
GCIC Building Suite 100
Hagatna GU 96910

Moylan's Insurance Underwriters Inc
101 Agana Shopping Center
Hagatna GU 96910

Moylan's Insurance Underwriters Inc
101 Agana Shopping Center
Hagatna GU 96910

Cassidy's Associated Insurers Inc
376 West O'Brien Drive
Hagatna GU 96910

Calvo's Insurance Underwriters Inc
115 Chalan Santo Papa
Hagatna GU 96910

Pacific American Title Insurance &
Escrow Company
715 Chalan Machaute Suite 101
Maite GU 96927

Cassidy's Associated Insurers Inc
376 West O'Brien Drive
Hagatna GU 96910

Cassidy's Associated Insurers Inc
376 West O'Brien Drive
Hagatna GU 96910

NAME AND HOME ADDRESS
OF SURETY COMPANY

First Insurance Company of Hawaii Ltd
P O Box 2866
Honolulu HI 96803

First Liberty Insurance Corporation
175 Berkeley Street
Boston MA 02117

First Net Insurance Company
101 Agana Shopping Center
Hagatna GU 96910

General Security Insurance Company
Two World Trade Center
New York NY 10048

Gulf Insurance Company
4600 Fuller Drive
Irving Texas 75038

Insurance Company of North America
1601 Chestnut Street
P O Box 7716
Philadelphia PA 19192

Intercargo Insurance Company
1450 E American Lane 20th Floor
Schaumburg IL 60173

NAME AND ADDRESS
OF GENERAL AGENT

Cassidy's Associated Insurers Inc.
376 West O'Brien Drive
Hagatna GU 96910

Takagi & Associates Inc.
414 W Soledad Avenue
GCIC Building
Hagatna GU 96910

Anne Palacios
414 West Soledad Avenue
GCIC Building
Hagatna GU 96910

Moylan's Insurance Underwriters Inc.
101 Agana Shopping Center
Hagatna GU 96910

Cassidy's Associated Insurers Inc.
376 West O'Brien Drive
Hagatna GU 96910

Cassidy's Associated Insurers Inc.
376 West O'Brien Drive
Hagatna GU 96910

Takagi & Associates Inc.
414 W Soledad Avenue
GCIC Building Suite 100
Hagatna GU 96910

Takagi & Associates Inc
414 W Soledad Avenue
GCIC Building Suite 100
Hagatna GU 96910

NAME AND HOME ADDRESS
OF SURETY COMPANY

LM Insurance Corporation
175 Berkeley Street
Boston MA 02117

Lumbermens Mutual Casualty Co
One Kemper Drive
Long Grove IL 60049

Manufacturers Life Insurance Co (USA)
P O Box 6400
Buffalo NY 14201-0604

MBIA Insurance Corporation
113 King Street
Armonk NY 10504

Mitsui Marine & Fire Insurance
Company LTD
9 Kanda Surugadai, 3-Chome
Chiyoda-Ku, Tokyo, Japan

MMI General Insurance Limited
135 C Kayen Chando
Sateena Mail Suite 207/208
Dededo GU 96912

National Union Fire Insurance
Company of Pittsburgh PA
70 Pine Street
New York NY 10270

National Western Life Insurance Co
850 East Anderson Lane
Austin TX 78752

NAME AND ADDRESS
OF GENERAL AGENT

Takagi & Associates Inc
414 W Soledad Avenue
GCIC Building Suite 100
Hagatna GU 96910

Cassidy's Associated Insurers Inc
376 West O'Brien Drive
Hagatna GU 96910

Moylan's Insurance Underwriters Inc
101 Hagatna Shopping Center
Hagatna GU 96910

Moylan's Insurance Underwriters Inc
101 Hagatna Shopping Center
Hagatna GU 96910

AON Insurance Micronesia (Guam) I
Hengi Plaza Suite 203
278 South Marine Drive
Tamuning GU 96911

Moylan's Insurance Underwriters Inc
101 Agana Shopping Center
Hagatna GU 96910

Calvo's Insurance Underwriters Inc
115 Chalan Santo Papa
Hagatna GU 96910

Moylan's Insurance Underwriters Inc
101 Agana Shopping Center
Hagatna GU 96910

NAME AND HOME ADDRESS
OF SURETY COMPANY

Netcare Life & Health Insurance
101 Agana Shopping Center
Hagatna GU 96910

Nichido Fire & Marine Insurance Co
N0 3-16 Ginza 5-Chome Chuo-Ku
Tokyo 104 Japan

Nippon Fire & Marine Insurance
Company, Ltd.
2-10 Nihonbashi 2-Chome
Tokyo 103 Japan

Pacific Indemnity Insurance Company
P O Box 3580
Hagatna GU 96932

Reliance Insurance Company
Three Parkway
5th Floor Compliance Department
Philadelphia PA 19102

Reliance National Indemnity Company
Three Parkway
5th Floor Compliance Department
Philadelphia PA 19102

Safeco Insurance Co of America
Safeco Plaza
Seattle WA 98185

Seaboard Surety Company of NY
6225 Centennial Way
Baltimore MD 21209

NAME AND ADDRESS
OF GENERAL AGENT

Moylan's Insurance Underwriters Inc
101 Agana Shopping Center
Hagatna GU 96910

Calvo's Insurance Underwriters Inc
115 Chalan Santo Papa
Hagatna GU 96910

Nanbo Guam Ltd DBA:
Nanbo Insurance Underwriters
434 West O'Brien Drive
Hagatna GU 96910

Cassidy's Associated Insurers Inc
376 W O'Brien Drive
Hagatna GU 96910

Takagi & Associates Inc
414 West Soledad Avenue
GCIC Building Suite 100
Hagatna GU 96910

Takagi & Associates Inc
414 West Soledad Avenue
GCIC Building Suite 100
Hagatna GU 96910

Calvo's Insurance Underwriters Inc
115 Chalan Santo Papa
Hagatna GU 96910

Calvo's Insurance Underwriters Inc
115 Chalan Santo Papa
Hagatna GU 96910

NAME AND HOME ADDRESS
OF SURETY COMPANY

St Paul Fire & Marine Insurance Co
385 Washington Street
St Paul MN 55102

Moylan's Insurance Underwriters Inc
101 Agana Shopping Center
Hagatna GU 96910

Stewart Title Guaranty Company
PO Box 2029
Houston TX 77252

Ticor Title Insurance Company
171 North Clark Street 6th Floor
Chicago IL 60601

Tokio Marine & Fire Insurance
Company Limited
2-1 Marunouchi 1-Chome Chiyoda-Ku
Tokyo Japan

Travelers Casualty and Surety Co
One Tower Square
Hartford CT 06183

Travelers Indemnity Company
One Tower Square
Hartford CT 06183

Travelers Insurance Company
One Tower Square
Hartford CT 06183

United Pacific Insurance Company
Three Parkway
Compliance Department 5th Floor
Philadelphia PA 19102

NAME AND ADDRESS
OF GENERAL AGENT

Calvo's Insurance Underwriters Inc
115 Chalan Santo Papa
Hagatna GU 96910

Manu P. Melwani
715 Chalan Machaute Suite 101
Maite GU 96927

Title Guaranty of Guam
Hernan Cortez Avenue
Hagatna GU 96910

Nanbo Guam Ltd dba:
Nanbo Insurance Underwriters
434 West O'Brien Drive
Hagatna GU 96910

Moylan's Insurance Underwriters Inc
101 Agana Shopping Center
Hagatna GU 96910

Moylan's Insurance Underwriters Inc
101 Agana Shopping Center
Hagatna GU 96910

Moylan's Insurance Underwriters Inc
101 Agana Shopping Center
Hagatna GU 96910

Takagi & Associates Inc
414 West Soledad Avenue
GCIC Building Suite 100
Hagatna GU 96910

NAME AND HOME ADDRESS
OF SURETY COMPANY

United Services Automobile Assn
9800 Fredericksburg Road
San Antonio TX 78288

United States Fire Insurance Company
305 Madison Avenue
Morrison NJ 07960

UNUM Life Insurance Company
of America
2211 Congress Street
Portland ME 04122

USAA Casualty Insurance Company
9800 Fredericksburg Road
San Antonio TX 78288

Cassidy's Associated Insurers Inc
376 West O'Brien Drive
Hagatna GU 96910

USAA General Indemnity Company
9800 Fredericksburg Road
San Antonio TX 78288

Calvo's Insurance Underwriters Inc
115 Chalan Santo Papa
Hagatna GU 96910

Westport Insurance Corporation
P O Box 2979
Overland KA 66201

NAME AND ADDRESS
OF GENERAL AGENT

Calvo's Insurance Underwriters Inc
115 Chalan Santo Papa
Hagatna GU 96910

Cassidy's Associated Insurers Inc
376 West O'Brien Drive
Hagatna GU 96910

Moylan's Insurance Underwriters
101 Agana Shopping Center
Hagatna GU 96910

Calvo's Insurance Underwriters Inc
115 Chalan Santo Papa
Hagatna GU 96910

Nanbo Insurance Underwriters
434 West O'Brien Drive
Hagatna GU 96910

AON Insurance Micronesia (Guam) I
Hengi Plaza #203
278 South Marine Drive
Tamuning GU 96911

APPENDIX F

MAJOR SHAREHOLDER DISCLOSURE AFFIDAVIT

TERRITORY OF GUAM }
 }
HAGATNA, GUAM }

I, the undersigned _____, being first duly sworn, depose and says:

1. That the persons who have held more than ten percent (10%) of the company's share during the past twelve months preceding the submission of the bid are as follows (**if none, so state**):

<u>NAME</u>	<u>ADDRESS</u>	<u>PERCENTAGE OF SHARES HOLD</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:

<u>NAME</u>	<u>ADDRESS</u>	<u>AMOUNT OF COMMISSIONS, GRATUITY OR OTHER COMPENSATION</u>
_____	_____	_____
_____	_____	_____

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 (or other authorized person)

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

Signature of Notary Public In and for the Territory of Guam _____

My commission expires: _____

APPENDIX G

WAGE AND BENEFIT CERTIFICATION

Invitation for Bid No. GMHA IFB 013-2017 Name of Offeror: _____

I, _____ hereby certify under penalty of perjury as follows:

(1) That I am _____ [*please select one: the offeror, a partner of the offeror, an officer of the offeror*] making the bid or proposal in the foregoing identified procurement;

(2) That I have read and understand the provisions of 5 GCA § 5801 and § 5802 below and that I will ensure that I and my sub-contractors will comply with said provisions which read as follows:

§ 5801. Wage Determination Established.

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

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

§ 5802. Benefits

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

(3) That the offeror and its sub-contractors are now, or will be prior to beginning performance and throughout the Contract term, in full compliance with 5 GCA § 5801 and § 5802.

(4) That I have attached the most recent wage and benefit determinations applicable to Guam issued by the U.S. Department of Labor and that I will ensure all of my employees and the employees of my sub-contractors will be provided a minimum of ten (10) paid holidays per annum.

Signature

Date

APPENDIX H

CERTIFICATION OF NON-EMPLOYMENT OF CONVICTED SEXUAL OFFENDERS

Pursuant to Guam Public Law 28-24, as amended by Guam Public Law 28-98, 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 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 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 twenty-four hours of notice from the Government, then the Government in its sole discretion may suspend temporarily any Contract for services until corrective action

I, _____ being a duly authorized representative acknowledge the
(print name)

directive as describe above and ensure the Bid Proposal as submitted addresses the directive.

(Company Name)

(Title)

(Signature)

(Date)

APPENDIX J

AFFIDAVIT re CONTINGENT FEES

CITY OF _____)
)ss.
ISLAND OF GUAM)

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

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

2. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract, This statement is made pursuant to 2 GAR Division 411108(f).

3. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained a person to solicit or secure a contract with the government of Guam upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. This statement is made pursuant to 2 GAR Division 411108(h).

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

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

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

NOTARY PUBLIC
My commission expires _____

APPENDIX K

CERTIFICATE OF CURRENT COST OR PRICING DATA

This is to certify that, to the best of my knowledge and belief, that any cost or pricing data as defined in §16301(a) of the Guam Memorial Hospital Authority Procurement Regulations submitted, either actually or by specific identification in writing (See 26 GARR, Div. 2 §16319(d)) to the Hospital Administrator in support of _____

are accurate, complete and current as of _____ (date) (month)(year).

This certification includes the cost or pricing data supporting any advance agreement(s) between the offeror and the hospital which are part of the proposal.

FIRM _____

NAME _____

SIGNATURE _____

TITLE _____

DATE OF EXECUTION _____

APPENDIX L

[Attach USDOL Wage Determination for Guam here]

WD 15-5693 (Rev.-2) was first posted on www.wdol.gov on 03/28/2017

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
---	--	--

Daniel W. Simms Director		Wage Determination No.: 2015-5693 Revision No.: 2 Date Of Revision: 03/17/2017
Division of Wage Determinations		

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

States: Guam, Northern Marianas, Wake Island

Area: Guam Statewide
Northern Marianas Statewide
Wake Island Statewide

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.52
01012 - Accounting Clerk II		14.05
01013 - Accounting Clerk III		15.73
01020 - Administrative Assistant		17.67
01035 - Court Reporter		15.46
01041 - Customer Service Representative I		10.13
01042 - Customer Service Representative II		11.39
01043 - Customer Service Representative III		12.43
01051 - Data Entry Operator I		10.48
01052 - Data Entry Operator II		11.99
01060 - Dispatcher, Motor Vehicle		14.37
01070 - Document Preparation Clerk		12.30
01090 - Duplicating Machine Operator		12.30
01111 - General Clerk I		10.29
01112 - General Clerk II		11.28
01113 - General Clerk III		12.32
01120 - Housing Referral Assistant		17.22
01141 - Messenger Courier		10.18
01191 - Order Clerk I		11.28
01192 - Order Clerk II		12.25
01261 - Personnel Assistant (Employment) I		14.33
01262 - Personnel Assistant (Employment) II		15.68
01263 - Personnel Assistant (Employment) III		17.47
01270 - Production Control Clerk		20.05
01290 - Rental Clerk		11.10
01300 - Scheduler, Maintenance		13.81
01311 - Secretary I		13.81

01312 - Secretary II	15.46
01313 - Secretary III	17.22
01320 - Service Order Dispatcher	12.73
01410 - Supply Technician	17.67
01420 - Survey Worker	15.26
01460 - Switchboard Operator/Receptionist	9.67
01531 - Travel Clerk I	11.61
01532 - Travel Clerk II	12.57
01533 - Travel Clerk III	13.44
01611 - Word Processor I	12.25
01612 - Word Processor II	13.75
01613 - Word Processor III	15.38
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	13.34
05010 - Automotive Electrician	13.06
05040 - Automotive Glass Installer	12.10
05070 - Automotive Worker	12.10
05110 - Mobile Equipment Servicer	9.45
05130 - Motor Equipment Metal Mechanic	13.71
05160 - Motor Equipment Metal Worker	12.10
05190 - Motor Vehicle Mechanic	13.71
05220 - Motor Vehicle Mechanic Helper	10.12
05250 - Motor Vehicle Upholstery Worker	12.10
05280 - Motor Vehicle Wrecker	12.10
05310 - Painter, Automotive	12.87
05340 - Radiator Repair Specialist	12.10
05370 - Tire Repairer	8.59
05400 - Transmission Repair Specialist	13.31
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.47
07041 - Cook I	10.49
07042 - Cook II	12.33
07070 - Dishwasher	7.98
07130 - Food Service Worker	8.56
07210 - Meat Cutter	11.86
07260 - Waiter/Waitress	8.35
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	15.82
09040 - Furniture Handler	9.74
09080 - Furniture Refinisher	15.82
09090 - Furniture Refinisher Helper	11.73
09110 - Furniture Repairer, Minor	13.76
09130 - Upholsterer	15.82
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.00
11060 - Elevator Operator	8.96
11090 - Gardener	11.93
11122 - Housekeeping Aide	8.96
11150 - Janitor	8.96
11210 - Laborer, Grounds Maintenance	9.14
11240 - Maid or Houseman	7.98
11260 - Pruner	8.23
11270 - Tractor Operator	10.96
11330 - Trail Maintenance Worker	9.14
11360 - Window Cleaner	10.01
12000 - Health Occupations	
12010 - Ambulance Driver	17.39
12011 - Breath Alcohol Technician	17.39
12012 - Certified Occupational Therapist Assistant	23.61
12015 - Certified Physical Therapist Assistant	23.87
12020 - Dental Assistant	13.38

12025 - Dental Hygienist	29.85
12030 - EKG Technician	23.96
12035 - Electroneurodiagnostic Technologist	23.96
12040 - Emergency Medical Technician	17.39
12071 - Licensed Practical Nurse I	15.39
12072 - Licensed Practical Nurse II	17.22
12073 - Licensed Practical Nurse III	19.19
12100 - Medical Assistant	11.54
12130 - Medical Laboratory Technician	14.14
12160 - Medical Record Clerk	11.82
12190 - Medical Record Technician	13.59
12195 - Medical Transcriptionist	15.39
12210 - Nuclear Medicine Technologist	37.83
12221 - Nursing Assistant I	11.03
12222 - Nursing Assistant II	12.43
12223 - Nursing Assistant III	13.54
12224 - Nursing Assistant IV	15.22
12235 - Optical Dispenser	17.22
12236 - Optical Technician	15.39
12250 - Pharmacy Technician	13.41
12280 - Phlebotomist	15.22
12305 - Radiologic Technologist	22.64
12311 - Registered Nurse I	20.70
12312 - Registered Nurse II	25.32
12313 - Registered Nurse II, Specialist	25.32
12314 - Registered Nurse III	30.64
12315 - Registered Nurse III, Anesthetist	30.64
12316 - Registered Nurse IV	36.72
12317 - Scheduler (Drug and Alcohol Testing)	21.32
12320 - Substance Abuse Treatment Counselor	21.32
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.47
13012 - Exhibits Specialist II	20.39
13013 - Exhibits Specialist III	24.94
13041 - Illustrator I	16.47
13042 - Illustrator II	20.39
13043 - Illustrator III	24.94
13047 - Librarian	22.58
13050 - Library Aide/Clerk	13.11
13054 - Library Information Technology Systems Administrator	20.39
13058 - Library Technician	15.06
13061 - Media Specialist I	14.71
13062 - Media Specialist II	16.47
13063 - Media Specialist III	18.35
13071 - Photographer I	14.10
13072 - Photographer II	15.75
13073 - Photographer III	19.53
13074 - Photographer IV	23.90
13075 - Photographer V	28.93
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	14.20
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.02
14042 - Computer Operator II	15.76
14043 - Computer Operator III	17.56
14044 - Computer Operator IV	19.50
14045 - Computer Operator V	21.81
14071 - Computer Programmer I	(see 1) 15.73
14072 - Computer Programmer II	(see 1) 19.50
14073 - Computer Programmer III	(see 1) 23.84

14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	24.23
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		15.02
14160 - Personal Computer Support Technician		19.50
14170 - System Support Specialist		21.24
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		24.23
15020 - Aircrew Training Devices Instructor (Rated)		29.32
15030 - Air Crew Training Devices Instructor (Pilot)		33.30
15050 - Computer Based Training Specialist / Instructor		24.23
15060 - Educational Technologist		22.82
15070 - Flight Instructor (Pilot)		33.30
15080 - Graphic Artist		20.47
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		32.62
15086 - Maintenance Test Pilot, Rotary Wing		32.62
15088 - Non-Maintenance Test/Co-Pilot		32.62
15090 - Technical Instructor		17.65
15095 - Technical Instructor/Course Developer		21.58
15110 - Test Proctor		13.87
15120 - Tutor		13.87
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		8.89
16030 - Counter Attendant		8.89
16040 - Dry Cleaner		10.27
16070 - Finisher, Flatwork, Machine		8.89
16090 - Presser, Hand		8.89
16110 - Presser, Machine, Drycleaning		8.89
16130 - Presser, Machine, Shirts		8.89
16160 - Presser, Machine, Wearing Apparel, Laundry		8.89
16190 - Sewing Machine Operator		10.85
16220 - Tailor		11.31
16250 - Washer, Machine		9.31
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		15.94
19040 - Tool And Die Maker		20.02
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		13.74
21030 - Material Coordinator		20.05
21040 - Material Expediter		20.05
21050 - Material Handling Laborer		11.37
21071 - Order Filler		9.66
21080 - Production Line Worker (Food Processing)		13.74
21110 - Shipping Packer		13.33
21130 - Shipping/Receiving Clerk		13.33
21140 - Store Worker I		13.93
21150 - Stock Clerk		19.55
21210 - Tools And Parts Attendant		13.74
21410 - Warehouse Specialist		13.74
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		20.69
23019 - Aircraft Logs and Records Technician		16.09
23021 - Aircraft Mechanic I		19.70
23022 - Aircraft Mechanic II		20.69
23023 - Aircraft Mechanic III		21.74
23040 - Aircraft Mechanic Helper		13.70
23050 - Aircraft, Painter		18.50
23060 - Aircraft Servicer		16.09
23070 - Aircraft Survival Flight Equipment Technician		18.50
23080 - Aircraft Worker		17.38

23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	17.38
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	19.70
23110 - Appliance Mechanic	15.94
23120 - Bicycle Repairer	10.71
23125 - Cable Splicer	16.97
23130 - Carpenter, Maintenance	13.86
23140 - Carpet Layer	14.91
23160 - Electrician, Maintenance	16.49
23181 - Electronics Technician Maintenance I	15.01
23182 - Electronics Technician Maintenance II	16.05
23183 - Electronics Technician Maintenance III	18.31
23260 - Fabric Worker	13.86
23290 - Fire Alarm System Mechanic	15.43
23310 - Fire Extinguisher Repairer	12.84
23311 - Fuel Distribution System Mechanic	16.97
23312 - Fuel Distribution System Operator	13.01
23370 - General Maintenance Worker	11.95
23380 - Ground Support Equipment Mechanic	19.70
23381 - Ground Support Equipment Servicer	16.09
23382 - Ground Support Equipment Worker	17.38
23391 - Gunsmith I	12.84
23392 - Gunsmith II	14.91
23393 - Gunsmith III	16.97
23410 - Heating, Ventilation And Air-Conditioning Mechanic	15.88
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	16.89
23430 - Heavy Equipment Mechanic	16.67
23440 - Heavy Equipment Operator	15.10
23460 - Instrument Mechanic	16.97
23465 - Laboratory/Shelter Mechanic	15.94
23470 - Laborer	11.37
23510 - Locksmith	15.94
23530 - Machinery Maintenance Mechanic	19.12
23550 - Machinist, Maintenance	16.97
23580 - Maintenance Trades Helper	9.92
23591 - Metrology Technician I	16.97
23592 - Metrology Technician II	18.05
23593 - Metrology Technician III	19.11
23640 - Millwright	16.97
23710 - Office Appliance Repairer	15.82
23760 - Painter, Maintenance	13.95
23790 - Pipefitter, Maintenance	16.85
23810 - Plumber, Maintenance	15.82
23820 - Pneudraulic Systems Mechanic	16.97
23850 - Rigger	16.97
23870 - Scale Mechanic	14.91
23890 - Sheet-Metal Worker, Maintenance	15.21
23910 - Small Engine Mechanic	14.91
23931 - Telecommunications Mechanic I	19.01
23932 - Telecommunications Mechanic II	19.76
23950 - Telephone Lineman	18.24
23960 - Welder, Combination, Maintenance	16.13
23965 - Well Driller	16.97
23970 - Woodcraft Worker	16.97
23980 - Woodworker	12.84
24000 - Personal Needs Occupations	
24550 - Case Manager	13.68
24570 - Child Care Attendant	10.09

24580 - Child Care Center Clerk	12.58
24610 - Chore Aide	13.67
24620 - Family Readiness And Support Services Coordinator	13.68
24630 - Homemaker	16.12
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	16.97
25040 - Sewage Plant Operator	15.94
25070 - Stationary Engineer	16.97
25190 - Ventilation Equipment Tender	11.80
25210 - Water Treatment Plant Operator	15.94
27000 - Protective Service Occupations	
27004 - Alarm Monitor	10.90
27007 - Baggage Inspector	8.09
27008 - Corrections Officer	12.05
27010 - Court Security Officer	12.05
27030 - Detection Dog Handler	10.90
27040 - Detention Officer	12.05
27070 - Firefighter	12.05
27101 - Guard I	8.11
27102 - Guard II	10.90
27131 - Police Officer I	12.05
27132 - Police Officer II	13.40
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	10.48
28042 - Carnival Equipment Repairer	11.09
28043 - Carnival Worker	8.56
28210 - Gate Attendant/Gate Tender	13.18
28310 - Lifeguard	11.01
28350 - Park Attendant (Aide)	14.74
28510 - Recreation Aide/Health Facility Attendant	10.76
28515 - Recreation Specialist	18.26
28630 - Sports Official	11.74
28690 - Swimming Pool Operator	17.71
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	16.72
29020 - Hatch Tender	16.72
29030 - Line Handler	16.72
29041 - Stevedore I	15.64
29042 - Stevedore II	17.88
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	17.49
30022 - Archeological Technician II	19.56
30023 - Archeological Technician III	24.21
30030 - Cartographic Technician	23.18
30040 - Civil Engineering Technician	21.93
30051 - Cryogenic Technician I	23.08
30052 - Cryogenic Technician II	25.49
30061 - Drafter/CAD Operator I	17.49
30062 - Drafter/CAD Operator II	19.56
30063 - Drafter/CAD Operator III	20.74
30064 - Drafter/CAD Operator IV	24.21
30081 - Engineering Technician I	14.62
30082 - Engineering Technician II	16.41
30083 - Engineering Technician III	18.36
30084 - Engineering Technician IV	22.34
30085 - Engineering Technician V	27.83
30086 - Engineering Technician VI	33.66

30090 - Environmental Technician	21.10
30095 - Evidence Control Specialist	20.84
30210 - Laboratory Technician	20.74
30221 - Latent Fingerprint Technician I	23.08
30222 - Latent Fingerprint Technician II	25.49
30240 - Mathematical Technician	23.34
30361 - Paralegal/Legal Assistant I	19.06
30362 - Paralegal/Legal Assistant II	21.53
30363 - Paralegal/Legal Assistant III	26.35
30364 - Paralegal/Legal Assistant IV	30.80
30375 - Petroleum Supply Specialist	25.49
30390 - Photo-Optics Technician	21.93
30395 - Radiation Control Technician	25.49
30461 - Technical Writer I	22.17
30462 - Technical Writer II	27.10
30463 - Technical Writer III	32.79
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	23.08
30502 - Weather Forecaster II	28.08
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.74
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 23.00
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	8.15
31030 - Bus Driver	9.69
31043 - Driver Courier	8.97
31260 - Parking and Lot Attendant	7.98
31290 - Shuttle Bus Driver	9.99
31310 - Taxi Driver	9.00
31361 - Truckdriver, Light	9.15
31362 - Truckdriver, Medium	11.61
31363 - Truckdriver, Heavy	13.73
31364 - Truckdriver, Tractor-Trailer	13.73
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	8.21
99050 - Desk Clerk	9.70
99095 - Embalmer	23.46
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	17.86
99252 - Laboratory Animal Caretaker II	18.74
99260 - Marketing Analyst	17.36
99310 - Mortician	23.46
99410 - Pest Controller	14.61
99510 - Photofinishing Worker	12.33
99710 - Recycling Laborer	11.84
99711 - Recycling Specialist	17.90
99730 - Refuse Collector	11.26
99810 - Sales Clerk	9.32
99820 - School Crossing Guard	15.82
99830 - Survey Party Chief	20.96
99831 - Surveying Aide	11.92
99832 - Surveying Technician	15.49
99840 - Vending Machine Attendant	21.42
99841 - Vending Machine Repairer	25.93
99842 - Vending Machine Repairer Helper	21.42

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

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

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

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

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

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

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

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

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning

and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

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

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

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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

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

SECTION 2 – SCOPE OF SERVICES, WORK, AND TECHNICAL SPECIFICATIONS

2-1. SCOPE OF SERVICES: The Guam Memorial Hospital Authority (“GMHA”) is soliciting bids from qualified Contractors to purchase one (1) 64 slice state of the art Computed Tomography (CT) system (to evaluate the entire body such as lungs, heart, brain, extremities) and one (1) 64 slice fully cardiac configured state of the art system (that is, to evaluate the coronaries and other structures non-invasively), both with all resources, services, labor, materials, and supplies necessary to deliver, install, commission, train personnel and set in place the new equipment in the hospital Radiology Department; and provide on-going local or remote technical and application support and service for the equipment. It is imperative that the selected Bidder has local support on site for emergency maintenance calls.

The GMHA currently owns two (2) General Electric CT Scanners, a 16 slice and a 64 slice. The machines are located in the Radiology Department of the Guam Memorial Hospital. To assure continuous services and quality patient care is provided at all times, the GMHA must acquire new and state-of-the-art diagnostic FDA-approved CT systems including all applicable hardware, software, support, and equipment as specified in detail below, to allow our Computed Tomography Technologists and our Radiologists to continue providing this service to both inpatients and outpatients. It is the bidder’s responsibility to de-install and remove the existing equipment. All renovations and room modifications are at bidder’s expense.

The GMHA Radiology Department is seeking to upgrade these machines through the purchase of two (2) new units with current software applications with capabilities to perform studies to for head, facial structures, spine, musculoskeletal, orthopedics, vascular, torso and special procedures such as cardiac (to view the coronary arteries and pick up diseases of the coronary and other parts of the heart, non-invasively), virtual colonoscopy, neuro perfusion, interventional procedures (such as those that would normally require an interventionalist). Only one machine will be required to have the additional software for the more specialized procedures such as IR, cardiac, perfusion. The systems that the department is seeking must also be compatible with the existing power and network applications.

Contractor must ensure all equipment is of the highest quality and material. If any equipment is deemed damaged, inoperable, or non-compatible after inspection by GMHA, Contractor shall return the equipment, at Contractor’s expense, and replace the damaged, inoperable, or non-compatible equipment or issue to GMHA a full refund or credit. GMHA shall have fourteen (14) days to inspect the equipment upon receipt.

Unless stated otherwise within this Bid, wherever in the Invitation any item required to be furnished is mentioned by a brand name or a manufacturer's name is given, it is intended to establish a

standard of quality or type of material desired and not to restrict the use of other materials which are of equal quality or type.

The CT Systems must be in compliance with the manufacturer's recommendations and Food and Drug Administration (FDA), Code of Federal Regulations (CFR), National Electric Code (NEC) and Underwriters Laboratory (UL) standards and all other regulatory codes pertaining to the equipment. GMHA reserves the right to permit exceptions to or deviations from the specification if an article offered substantially meets the specifications including warranty provisions and is deemed by GMHA to be satisfactory for its intended use.

2-2. SCOPE OF WORK:

Site Inspection

Prospective bidders shall conduct site inspection and assessment to familiarize inclusive but not limited to the following:

1. Location of the project;
2. Layout and condition of the existing rooms and equipment; and
3. Status and conditions of all existing utility system.

Site inspections for the purpose of determining and assessing working, space or room conditions for equipment replacement and existing utility condition and status to determine unit requirements and all special needs/requirements for execution of project to ascertain efficient operation and optimum performance of the unit in the allocated spaces.

Mandatory Site Inspection is scheduled on: July 25, 2017 at 9:30am in the GMHA Materials Management Conference Room.

Removal and Disposition of Existing CT Scanner Systems

Prospective bidders are to remove, dismantle, disconnect and dispose of old existing CT Scanner Systems and appurtenances to include but not limited to the CT Scanner Units, disconnect switches or switch gear boxes, controllers, etc. All disposal and associated activities for proper disposition shall be done by the contractor as coordinated with and as directed by GMHA. All works and expenses associated with the removal and disposition of the existing CT Scanner Systems such as delivery and transportation cost, disposal fees, clearance, certifications and other miscellaneous fees shall be borne by the contractor.

Site/Room Preparation and Conformance

Prospective bidders, based on their site assessment and inspection, shall render the Site/Rooms (designated for the CT Scanner System) adequate and conforming to all applicable codes. This

includes but not limited to replacement, alteration, upgrade, modification, refurbishing to and addition of amenities of the Site/Rooms. All materials and finishes shall be provided by prospective bidders for owners review and approval. All associated works shall be inspected by a duly licensed and certified person in their respective fields and independent of the contractor.

Utility Improvement

Prospective bidders based on their site assessment and inspection shall as necessary provide replacement, alteration, upgrade, modification, refurbishing of all utilities including, but not limited, to electrical, mechanical, plumbing all considered for the proper provisions required by for the new CT Scanners proper operation and site/room certification. All utility associated works shall be inspected, tested by a duly licensed and certified person in their respective fields and independent of the contractor.

Delivery, Mounting and Installation

Prospective bidders, based on their site assessment and inspection, shall provide all works necessary to deliver on site, roll in or any means possible to get in the unit to its final location for mounting. Mounting and installation shall be completed as per systems manufacturer along with applicable standards and codes. Bear in mind that floor system, entrances, corridor width and door openings may or may not be adequate to allow ease in delivery, rolling in and mounting of the new systems. Door removal, floor repair and wall widening, if required, shall include its restoration, if necessary. All completed works and associated costs are to be borne by the contractor.

Provision of New CT Scanner System

Prospective bidders shall furnish two (2) new 64 CT Scanners and related accessories, as per the Technical Specifications detailed in Section 2-3 below.

Other Requirements

Upon award to successful bidder, contractor shall provide and submit for review and approval shop drawings depicting all necessary information for the complete installation of the units, de-installation of the existing units, and removal and repair of the allocated spaces.

Contractor must secure a hot works permit through the GMHA Project Manager/Safety Department for any required welding work.

Contractor will be required to:

- Provide a project schedule from receipt of Purchase Order or Notice to Proceed to completion of project inclusive, but not limited to, delivery dates, shipping, removal of old unit, onsite delivery, installation set up and calibration, etc.

- Project duration for this contract is one-hundred twenty (120) days from receipt of Purchase order or Notice to proceed.
- Describe in detail clinical and technical training to be provided for the operation of the equipment onsite and offsite.
- Provide details for preventive maintenance and support for equipment and the process for receiving updates, as well as the frequency of any upgrades to software and associated equipment.
- Provide acknowledgment that the equipment should also be able to be serviced by a third party at the end of the warranty period.

Installation Coordination & Commissioning

Contractor must coordinate all works and provide GMHA Project Manager of Facilities Maintenance Department three (3) weeks advance notification prior to installation of the unit. Inspection and acceptance will be made at destination. Prior to any site work, contractor will be provided an ILSM (Interim Life Safety Measure) orientation by GMHA Safety Department.

Contractor is to de-install one unit at a time as designated by GMHA. After commissioning of the first unit it shall be used for a week to ascertain and confirm its proper operation. Only until then that the next site work and unit de-installation shall commence. This is to assure continuity in the provision of services. Weekend and holiday work must be pre-approved by GMHA Project Manager.

Contractor is responsible for providing and maintaining all necessary tools and equipment and operation of these tools and equipment throughout the duration of the project; and making any required modifications to allow proper fit of the new CTs and any/all related components and appurtenances required for proper operation of the new Systems.

Contractor must, from point of connection, provide new electrical or network installation required to complete the installation and usability of the CT Systems in accordance with manufacturer recommendations.

Contractor must remove lock-out/tag-out devices and energize the new equipment following proper electrical safety procedures. Contractor must verify and record proper system pressures and temperatures and record voltage and amperage draws.

Contractor must activate the new system, check, repair and record all default settings, operating set points and cycle times, etc. A copy of these records must be included as part of commissioning and closeout documents made available in triplicate copies for Facilities Maintenance files/records.

Contractor is responsible for full restoration of existing building systems (e.g., walls, floors, ceilings, etc.) upon completing installation of new equipment, and upon removal of the existing equipment.

Should any damage to related or unrelated utilities, equipment and components occur, all expenses related to the restoration of these systems to their original state shall be borne by the Contractor

All work and materials shall comply with the latest rules, codes and regulations, including but not limited to:

- a. Occupational Safety and Health Act Standards (OSHA)
- b. NFPA #70: National Electric Code (NEC)
- c. NFPA #101: Life Safety Code.
- d. FDA 2579
- e. Facility Guidelines Institute 2010 Edition (see attached guidelines)
- f. All other applicable Federal and Local laws and regulations

Training Requirements

Contractor bid price must include at least three (3) days of application training of all CT equipment, hardware and software for a group of CT staff members and radiologists. Contractor should be able to provide at least three (3) additional days within the first six (6) months of installation if the manager of radiology deems necessary. The training must be conducted onsite covering CT Scan operation, maintenance, quality control, troubleshooting, data acquisition, DICOM and work list usage and image analysis using additional software features.

The training shall be held at the GMHA and include a minimum of 3-8 hour days onsite by Applications Specialists. If travel is required, GMHA shall not pay for any travel related fees. Both parties must mutually agree upon the dates of the training, however, onsite training must occur within two (2) weeks after delivery and installation of the CT systems.

Contractor must provide in-depth training by manufacturer representative covering the sequence of operation, theory, function, maintenance, repair and troubleshooting one (1) Facilities Maintenance/Biomedical personnel and IT personnel onsite within fourteen (14) calendar days upon turnover and completion of project.

Contractor must provide Manufacturer Certified Technical Training on the CT systems for two (2) Biomedical Personnel to attend certification training at the manufacturer training facility scheduled within sixty (60) days from unit commissioning. All expenses for the Course Fees, Airfare, Meals, Ground Transportation and Hotel accommodations shall be borne and paid by the awarded company/contractor. Training of the individual personnel shall be scheduled separately. Course outline and training calendar shall be provided accordingly forty-five (45) days in advance. Manufacturer training certificates must be provided upon successful completion of course.

Manuals & Reports

Upon closeout and acceptance of equipment, the Contractor must furnish three (3) complete hard copies sets and converted to one (1) electronic file/version on CD/DVD of the following:

1. Operation, Maintenance and Service (OM&S) Manuals complete with electrical wiring diagrams;
2. Final as built drawings and materials/equipment list to include manufacturer contact numbers and address;
3. Manufacturer Operating and Commissioning Certificate; and
4. Field service reports inclusive but not limited to utility and equipment testing and calibrations.

Warranty and Maintenance Program

Contractor must conduct initial start-up and full functional testing of the systems and its components prior to start of warranty, and provide technical support and parts of the proposed equipment backed by factory-trained technicians throughout the duration of the warranty period. Upon request, contractor shall provide technical assistance or service.

Warranty pricing shall include maintenance inclusive of a 24-hour guaranteed response to a request for emergency onsite help as well as unlimited telephone support for applications service (Monday through Friday excluding holidays), one Preventive Maintenance Inspections performed each quarter during each twelve-month period.

Contractor must provide specification sheets with their bid submittal detailing the service and parts warranty. Warranty of the equipment shall be at least one (1) year for the CT systems including the X-ray Tube, labor cost and all accessories. Contractor needs to identify whether the warranty on the tube is prorated or non-prorated. Contractor needs to identify up front, the parts that are included and not included in the warranty. Any additional shipping, labor, travel, lodging and expenses need to be identified in the warranty. Vendor should also identify the parts that would not be available as part of an exchange option should it become defective.

In the event of equipment failure during the warranty period, the Contractor must respond to any trouble calls within one (1) to two (2) hours following receipt of call from GMHA Facilities Maintenance Manager (or designee) or Radiology Department personnel. Onsite assessment and repairs should be completed within twenty-four (24) hours.

The Maintenance Program should be outlined in detail. It should include at least one (1) PM per quarter. Contractor should detail the specifics of the PM program.

2-3. TECHNICAL SPECIFICATIONS: The systems should be new, FDA-compliant, state-of-the-art console CT Systems with full digital technology to include all upgradable software, hardware, reporting system, connection peripherals. Vendor must consult with MIS/IT to assure compatibility with GMHA networking/connectivity configuration and unit is preferred to be upgradable as new updates, software and new services becomes available. The scanners should be able to fit within limited space and electrical renovation. Bidders should assess room layouts from diagram provided or onsite visit.

One CT scanner should be cardiac, vascular (CTA, dissections etc.) capable. The other CT scanner should be capable of routine arterial and venous studies for pediatric, adult, and geriatric patients such as brain, body, orthopedic and vascular. Unless otherwise stated, the following are the technical specifications for both scanners:

- The systems should have
 - Scan Time
 - a minimum time for one complete 360-degree rotation of .5 sec or less for routine scanner.
 - Rotation time of cardiac exam should be at .40 sec or less on at cardiac scanner
 - Scanning ability
 - Ability to choose different scan modes: helical, axial, dynamic, live fluoro.
 - The maximum time of one continuous scan on both scanners should be no more than 60 seconds.
 - Low radiation dose protocol availability for pediatrics.
 - Contrast monitoring acquisition ability in real time and auto scan initiation.
 - Scout image acquisition should be able to be interrupted manually.
 - Simultaneously scanning, archiving, post processing, and networking.
 - The speed of Image reconstruction should be at least 20 images or more per second.
 - Industry's highest spatial contrast resolution, or at least 15lp/cm
 - The maximum scan field in the longitudinal direction not less than 1750mm
 - Prerecorded instruction system or option to customize recording

- Gantry
 - Gantry aperture of at least 70cm.
 - Auto positioning laser lights with at least 1mm positioning accuracy
 - A scan field of view of at least 50cm
 - Table movement should be motorized and ability to control movement from the operator console.
 - The width of the table not less than 400mm
 - Gantry should have low voltage slip rings
 - Minimum tilt of 30 degrees on either side, with remote tilt available.
 - Control panels for the user on either side of the gantry for patient positioning.
 - Vendor should identify the number of slices/rotation for cardiac applications and for normal applications.
 - Vendor should identify the detector configuration.
- Detectors
 - Solid state detector array, the material should be specified, detectors should not require frequent calibration
 - 64 slice acquisition should be possible with one 360-degree rotation
 - The effective channels should be at least 600 per row
- Slice Thickness
 - Minimum slice thickness should be .625mm
 - Slice acquisition of 64 slices
 - Volume pitch should be user selectable or automated
 - Minimum pitch for cardiac scanning should be .2 or less
- X-ray Generator
 - High frequency type
 - The power output at least 100KW for the cardiac capable specific and 80KV on

the 2nd scanner

- Regulation of tube voltage in the range of 70-140KV
 - mA range at least between 20-600mA on the cardiac specific and 20-400mA on the 2nd scanner,
 - automatic mA exposure control
 - ability for ECG-gated mA modulation for cardiac application on cardiac specific scanner
 - built into the gantry
- X-ray Tube
 - Anode Heat Storage Capacity should have the latest technology and have a minimum of 5.0 MHU for heat dissipation
 - Unit for cooling the x-ray tube should be held within the gantry
 - Vendor should specify the focal spots of the X-ray Tube
 - Patient Table
 - Weight capacity of at least 200kg on the and the capacity to increase to 250kg at least on the cardiac scanner.
 - Table length of at least 1700mm
 - Positioning accuracy of 1mm
 - Horizontal movement range of at least 150mm
 - Table height should not be more than 40cm from floor level
 - Table top width should be at least 40cm
 - Remote access to move table up and down, forward and backward
 - Computer
 - Two latest grade medical monitors with at least a 19 inches' flat screen per scanner
 - Display matrix of at least 1024x1280

- 8GB or more of RAM, with a reconstruction time of not more than 100ms.
- Hard disk capacity of at least 500MB
- Archiving ability to CD or DVD
- PACS interface ready
- DICOM compliant
- Automated Patient Instruction System with programmable languages
- CPU speed of 2.5 GHz or better.
- Keyboard, mouse
- Contrast Resolution
 - Spatial resolution of at least 15lp/mm in both helical and axial mode
 - Low contrast resolution not more than 4mm at .5%
- Image Processor
 - The Operating System should have a high speed processor, at least 3GHz
 - Standard software applications like
 - Basic and Advanced Angiography for CTA (both scanners)
 - ECG gating (prospectively) on cardiac capable scanner
 - On the operator consoles, the following should be available: MPR, MIP, CPR, SSD, MiniIP, ROI, Volume Calculation, CT Number Measurement, WW, WL, Volume Rendering, Cine Display for both scanners
 - Bone densitometry upgrade available for one scanner
 - Automatic MPR images creation after images are acquired
 - Perfusion CBF, CBV, MTT, TTP maps available on cardiac scanner or workstation.

- Auto Bone removal software, volume rendering
- Ability to add lung nodule detection software at a later date
- Shoulder and Pelvis streak artifact suppression software on cardiac specific scanner
- Noise suppression software on cardiac specific scanner
- mA modulation/iterative reconstruction technique for dose efficiency both scanners
- bolus tracking software for both scanners with manual override
- Patient's radiation dose to be displayed for both scanners
- Remote diagnostics software for both scanners
- The operator console should have scanning and analyzing common functions such as change of width and window level, cineview, zoom, measurement of angles, distances, text and graphics editor, image rotation, application of filters to image, scaling and overlay grid coordination, post scanning reconstruction of raw data.
- A complete cardiac package on one scanner that includes
 - ECG gated segmental reconstruction for cardiac scans (prospective and retrospective), for both calcium scoring and cardiac angiography.
 - quantitative vessel analysis for cardiac angiography.
 - Calcium score, plaque analysis, coronary vessel fly through
 - ECG-gated ma modulation minimum of 80% (max reduction from peak mA)
 - Pitch range between .16-1.5
 - ECG editing
- One separate workstation that the manufacturer offers to perform post

processing on CT angiography and brain perfusion

- a video card of at least 4GB, DVD/CD ROM,
- keyboard, mouse,
- processor of at least 3.5 Ghz.
- Clinical applications on the console of this workstation should be mainly for cardiac and perfusion analysis.
- Images should be able Ability to upgrade at a later date for options such as oncology, virtual colonoscopies, dental, CAD lung, etc
- Images from scanner should be easily pushed to the workstation either triggered or automatic.
- Images from workstation easily pushed to PACS either triggered or automatic.

○ Image Reconstruction

- Minimum Reconstruction Field of View Range: 6cm or less
- Maximum Reconstruction Field of View Range: 50cm
- Reconstruction Matrix: 512*512
- Reconstruction Rate: 20 images/sec or more
- Image Area Matrix and Display: 1024*1024
- Parallel Processing: simultaneous scanning, reconstruction, archiving, and transfer.

○ Real Time CT Fluoroscopy

- At least 8 frames per second with a 19inch monitor or bigger color LCD monitor near to gantry/patient table. Only one machine needs to be CT fluoro capable with associated fluoro hardware

○ Operator Console

- At least a 19 inch monitor or large with image area matrix of 1024*1024 or more

- Modern and state of the art interface and user friendly.
- Accessories
 - One Additional independent workstation
 - RAM of 8GB or higher
 - Capacity to do all 2D and 3D post processing
 - Two Color Laser Printers
 - Two UPS with appropriate KVA with at least 10 minutes back up capable of running the entire system. One system should be able to connect with the UPS we have on site.
 - Pulse oximeter with adult and pediatric probes
 - ECG cables
 - ECG monitor on the gantry for cardiac scanner
 - Positioning aids for both scanners
 - Table Velcro with adult and pediatric straps for both scanners
 - Patient communication system with multiple languages available for both scanners
- It is expected that
 - software is installed for remote application/maintenance support for both scanners
 - positioning aids, such as head sponges, lumbar support for both scanners are standard
 - table Velcro with adult and pediatric straps for both scanners are standard
 - the patient communication system will have multiple languages available for both scanners
 - both scanners should be interoperable with the RIS and PACS system
 - the additional workstation should be interoperable with the RIS and PACS system

EXHIBIT C

**GUAM MEMORIAL HOSPITAL AUTHORITY
850 GOV. CARLOS G. CAMACHO ROAD
TAMUNING, GUAM 96913
PHONE: 671-647-2165 FAX: 671-649-3640**

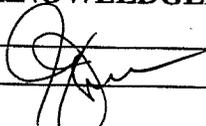
FAX TRANSMITTAL SHEET

TO: JMI-Edison
FAX: 649-5685
FROM: Hospital Materials Management Administrator, Acting
DATE: December 20, 2017
SUBJECT: GMHA IFB 013-2017 Purchase, Installation and Training for New CT
Scanner
Bid Status & Deposit Return
PAGES: 2 including cover sheet

NOTES:

An acknowledgement via a return fax would be appreciated as soon as possible. Return fax number is **649-3640**.

DATE / VENDOR ACKNOWLEDGEMENT

12/20/17 

FACSIMILE CONFIDENTIALITY NOTICE

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Guam Memorial Hospital Authority Aturidåt Espetåt Mimuriåt Guåhan



850 GOV. CARLOS CAMACHO ROAD
OKA, TAMUNING, GUAM 96911
TEL: 647-2444 or 647-2330
FAX: (671) 649-0145

December 18, 2017

BID STATUS

Mrs. Jean Ko
Sales Manager
JMI Edison
125 North Marine Drive
Tamuning Guam 96913

BID NO: GMHA IFB 013-2017 OPENED: October 06, 2017, @ 9:00am
FOR: Purchase, Installation, and Training of Two (2) New CT Scanners

in the best interest of Guam Memorial Hospital Authority the subject bid status as indicated by an "X", is as follows:

// canceled (in whole and in part) for the reason indicated by an "X":

- Insufficient funds
- No longer require the supplies, services or construction;
- Major change or amendment of specifications;
- Insufficient number of bidders; No bids submitted.

/X/ rejected in the best interest of Guam Memorial Hospital Authority for the reason indicated by an "X":

- Late submission of bid.
- No bid deposit submitted, as required by Section 11 of the General Terms and Conditions.
- Bid received after the time established by the invitation for bid.
- Not meeting the delivery requirement as stated in the invitation for bid.
- Nonconformance with specifications. Bid rejected due to bid proposal did not meet bid specifications. Bid Specification requested 64 slice acquisition, bid submission identifies 32 slice acquisition.**
- Inability to provide future maintenance and services
- Exceeds budgeted amount.
- High Price.

() Others: Proposal did not meet minimum requirements.

Pursuant to 5GCA Chap 5 § 5211(e)(g) and Guam Memorial Hospital Authority Procurement Rules & Regulations 3-202.14, Bid Evaluation & Award; **the lowest responsible and responsive bidder was Oka Pacific.**

Sincerely,



PJ PETERJOHN D. CAMACHO, MPH
Hospital Administrator/CEO

ACKNOWLEDGMENT OF RECEIPT:

(Signature) Date

Print Name and Title



Guam Memorial Hospital Authority Aturidåt Espetåt Mimuriåt Guåhan



850 GOV. CARLOS CAMACHO ROAD
OKA, TAMUNING, GUAM 96911
TEL: 647-2444 or 647-2330
FAX: (671) 649-0145

December 18, 2017

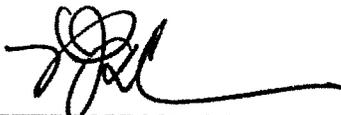
DEPOSIT RETURN

Mrs. Jean Ko
Sales Manager
JMI-Edison
125 North Marine Drive
Tamuning Guam 96913

Dear Mrs. Ko:

Your Bid Bond No: KIC – 14467-B, issued by Dongbu Insurance Company Ltd., dated September 12, 2017, in the amount of 15% of total bid offer covering for GMHA IFB: 013-2017 is being returned for your disposition.

Sincerely,


PETER JOHN D. CAMACHO, MPH
Hospital Administrator/CEO

ACKNOWLEDGMENT OF RECEIPT:

(Signature)

Print Name and Title

Date

EXHIBIT D

Subject: RE: GMHA IFB 013-2017 Bid Review Questions Clarification
Date: Monday, October 16, 2017 at 2:53:45 PM Chamorro Standard Time
From: Maryann Castro
To: John R. Ilao, Jean Grape
CC: Iola pangelinan
Good Afternoon All,

Per the committee please see the attached additional CT Review Response, they require further clarifications. Please advise your responses by 10/17/17 @ 4:00PM.

Your continued patience and assistance is greatly appreciated.

V/R,
MaryAnn B. Castro
Buyer I
Guam Memorial Hospital Authority
Materials Management Department
850 Gov. Carlos G. Camacho Road
Tamuning, Guam 96913
Website: gmha.org
Email: maryann.castro@gmha.org
Phone: (671) 647-2362
Fax: (671) 649-3640

From: John R. Ilao [mailto:johnilao@ini Guam.com]
Sent: Wednesday, October 11, 2017 3:24 PM
To: maryann.castro@gmha.org
Cc: 'Vince P. Legason'; Jean Grape; Roy Montelo
Subject: Re: GMHA IFB 013-2017 Bid Review Questions Clarification

Hi MaryAnn, Please see our attached response. Thank you very much, John

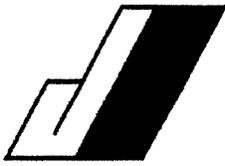
From: Maryann Castro [mailto:maryann.castro@gmha.org]
Sent: Tuesday, October 10, 2017 1:52 PM
To: Jean Grape <jeangrape@ini Guam.com>
Cc: Juliet Barroga <julietbarroga@ini Guam.com>; George Ilao <georgeilao@ini Guam.com>
Subject: GMHA IFB 013-2017 Bid Review Questions Clarification

Good Afternoon Jean,

Per the review committee they would like to have clarification of their questions for GMHA IFB 013-2017- (2)New CT Scanners. Please see the attached for the questions and submit your responses by Wednesday 10/11/17, no later than @ 4:00PM.

Your patience and immediate attention is greatly appreciated.

Respectfully,
MaryAnn B. Castro
Buyer I
Guam Memorial Hospital Authority
Materials Management Department
850 Gov. Carlos G. Camacho Road
Tamuning, Guam 96913
Website: gmha.org
Email: maryann.castro@gmha.org
Phone: (671) 647-2362
Fax: (671) 649-3640



JMI-Edison

125 North Marine Drive, Tamuning, Guam 96913
Tel: (671) 646-1256, 649-5240 Fax: (671) 649-5685
E-Mail: sales@jmiguam.com Website: www.jmiguam.com

- 1) Is maintenance an additional \$44,200 to what we currently pay for the annual contract? Is this for 18 months or per month?
The standard warranty period is 12 months. The bid specified line item pricing for an 18-month warranty period so the \$44,200 is the total price for the additional 6 months to comply with the 18-month warranty requirement for the 2 CTs.
- 2) Can the specification for live fluoro be pointed out on the specific machine?
Both CT systems come with the Biopsy Mode Capability and only the Cardiac CT is configured with the live Fluoro.
- 3) Are both machines 32 acquired and 64 reconstructed slices?
Both CT systems are 64 acquired and 64 reconstructed. can you provide the page? the spec state 32 acquired.
- 4) Is the power output for both 48 KW with the 72 KW optional?
No, both systems are configured to be 72 kW systems. Can you provide page number? The IFB states 72KW option
- 5) Is the MHU minimum 7MHU?
Yes, the CT Tube is a 7MHU tube, higher than the 5 MHU requirement.
- 6) Is the noise suppression 7880MR on the cardiac scanner? Is that optional or included?
B7880MR is our SmartMAR item and is the Metal Artifact Reduction capability. It is included in both CT systems. Additionally, ASIR – Adaptive Statistical Iterative Reconstruction is included on both CT systems. ASIR is a noise suppression capability done with raw data that can reduce radiation dose up to 50% as compared to filter back projection reconstruction.
- 7) Are organ modulation and dose check optional? Unable to tell the way it is worded. (In the Ct brochure it states standard software)
Organ Dose Modulation and Dose Check are included on both CT systems. With Organ Dose Modulation a 30% reduction of dose has been shown for neuro and small fields of view and a 40% reduction of dose for larger body areas.
- 8) Please confirm lowest KVP selection is 80
Yes, 80 kVp is the lowest kVp setting.
- 9) Confirm that the cardiac capable ma range is 10-600mA
Yes, that is correct.
- 10) Which scanner has the S7880 AB package . It is not clearly stated. It seems like it fits under the non cardiac
The S7880AB Package is the 5-Beat Low Dose Cardiac Package and is included in the Cardiac CT configuration.
- 11) Clarify why a 64 Channel detector upgrade will be needed?
It allows the Cardiac system to be a 64 acquired, 64 reconstructed system for Cardiac imaging. if it is 64 acquired, why would we need the upgrade?

- 21) B79931TC /B79831RF Cardiac Function (is this an upgrade to purchase?)
Both B79931TC, CardIQ Function, and B79831RF CardIQ Xpress Reveal are included on the AW Server.
- 22) Smart Step and Smart view fluoro—are these optional for purchase? If so, how is this different to the live fluoro option available?
Both systems come with the Biopsy Mode Capability and only the Cardiac CT includes the live Fluoro.
- 23) ECG editor—is this optional?
ECG Editor is included on the Cardiac Scanner as part of the 5-Beat Low Dose Cardiac Package.
- 24) What is the pitch for the cardiac scanner?
The minimum pitch for cardiac scanning is 0.14, below the bid requirement of 0.2 or less.
- 25) What is the standard for IR procedure since the Smartstep is optional?
The standard is live Fluoro or Smartview which is included only in the Cardiac CT.
- 26) What is the contrast spatial resolution in lps for both machines?
Both CT systems have a 19.7 lp/cm spatial resolution, higher than the bid requirement of 15.
- 27) Only licenses are provided for the Server 3.2, if we want dedicated monitors, those are purchased separately correct?
Two PC Computers with medical grade monitors, one per system have been provided as part of the configurations and can access the AW Server. Additionally, any other PC computer, PACS, or Laptop on the GMH network will be able to access the AW Server.

Subject: Re: GMHA IFB 013-2017 Bid Review Questions Clarification
Date: Monday, October 16, 2017 at 5:09:42 PM Chamorro Standard Time
From: John R. Iiao
To: Maryann Castro
CC: Lola pangsilian, Vince P. Legason, Jean Grape

Hi MaryAnn, please see our attached response. Thank you for the opportunity to be of service, John

From: Maryann Castro
Date: Monday, October 16, 2017 at 2:53 PM
To: John Iiao, Jean Grape
Cc: Lola
Subject: RE: GMHA IFB 013-2017 Bid Review Questions Clarification

Good Afternoon All,

Per the committee please see the attached additional CT Review Response, they require further clarifications. Please advise your responses by 10/17/17 @ 4:00PM.

Your continued patience and assistance is greatly appreciated.

V/R,

MaryAnn B. Castro

Buyer I

*Guam Memorial Hospital Authority
Materials Management Department*

850 Gov. Carlos G. Camacho Road

Tamuning, Guam 96913

Website: gmha.org

Email: maryann.castro@gmha.org

Phone: (671) 647-2362

Fax: (671) 649-3640

From: John R. Iiao [mailto:johnr.iaiao@jmgm.com]
Sent: Wednesday, October 11, 2017 3:24 PM
To: maryann.castro@gmha.org
Cc: 'Vince P. Legason'; Jean Grape; Roy Montelo
Subject: Re: GMHA IFB 013-2017 Bid Review Questions Clarification

Hi MaryAnn, please see our attached response. Thank you very much, John

From: Maryann Castro [mailto:maryann.castro@gmha.org]
Sent: Tuesday, October 10, 2017 1:52 PM
To: Jean Grape <jeangrape@jmgm.com>
Cc: Juliet Barroga <julietbarroga@jmgm.com>; George Iiao <georgeiiao@jmgm.com>
Subject: GMHA IFB 013-2017 Bid Review Questions Clarification

Good Afternoon Jean,

Per the review committee they would like to have clarification of their questions for GMHA IFB 013-2017- (2)New CT Scanners. Please see the attached for the questions and submit your responses by Wednesday 10/11/17, no later than @ 4:00PM.

Your patience and immediate attention is greatly appreciated.

Respectfully,

MaryAnn B. Castro

Buyer I

*Guam Memorial Hospital Authority
Materials Management Department*

850 Gov. Carlos G. Camacho Road

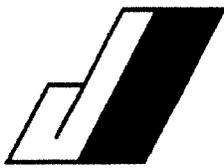
Tamuning, Guam 96913

Website: gmha.org

Email: maryann.castro@gmha.org

Phone: (671) 647-2362

Fax: (671) 649-3640



JMI-Edison

125 North Marine Drive, Tamuning, Guam 96913
Tel: (671) 646-1256, 649-5240 Fax: (671) 649-5685
E-Mail: sales@jmiguam.com Website: www.jmiguam.com

Follow up response to Questions 3, 4 and 11:

3) Are both machines 32 acquired and 64 reconstructed slices?

Both CT systems are 64 acquired and 64 reconstructed.

GMHA: can you provide the page? The specs state 32 acquired.

JMI: Please refer to:

Imaging Performance Images and Specs TAB Cover Page 1, Item No. 4

“There are 64 Detector Rows, 54,272 Detector Elements and 64 Slices/Rotation.

It can also be found in:

System Detail Description TAB 1, Page 9, Catalog No. B78B0CE is the 64 Channel Detector that is included in the configuration for the Cardiac CT offer

System Detail Description TAB 2, Page 7, Catalog No. B78B0CE is the 64 Channel Detector that is included in the configuration for the non-Cardiac CT offer

4) Is the power output for both 48 KW with the 72 KW optional?

No, both systems are configured to be 72 kW systems.

GMHA: can you provide the page number? The IFB states 72KW Option.

Please refer to:

System Detail Description TAB 1, Page 9, Catalog No. B7880CH is the 72kW power that is included in the configuration for the Cardiac CT offer

System Detail Description TAB 2, Page 7, Catalog No. B7880CH is the 72kW power that is included in the configuration for the non-Cardiac CT offer

11) Clarify why a 64 Channel detector upgrade will be needed?

It allows the Cardiac system to be a 64 acquired, 64 reconstructed system for Cardiac imaging.

GMHA: If it is 64 acquired, why would we need the upgrade?

The Base System starts at 32 detectors so that is why the B78B0CE 64 Channel Detector Upgrade is configured for both CT Systems.

EXHIBIT E



Guam Memorial Hospital Authority Aturidåt Espetåt Mimuriåt Guåhan

850 GOV. CARLOS CAMACHO ROAD
OKA, TAMUNING, GUAM 96911
TEL: 647-2444 or 647-2330
FAX: (671) 649-0145

August 11, 2017

AMENDMENT #6 FOR GMHA IFB 013-2017

Purchase, Installation and Training for New CT Scanners

TO: All prospective bidders,

This Amendment is being issued for clarifications by: Medpharm, JMI-Edison, OKA Pacific:

- 1) **Bidder:** Trade-In value for GE 16 Slice (Amended Appendix B): Line #3 of revised Appendix B-Price Bid Form which states "Trade in Value of the GE 16 Slice CT".

GMHA: Bidders are instructed to disregard line #3 of the revised Appendix B-Price-Bid Form which states "trade in Value of the GE 16 slice CT". Line #3 should have been deleted in the revision, but was inadvertently overlooked. There will be no trade in of either CT.

- 2) **Bidder:** Are we still responsible for the dismantling, transporting and storing?

GMHA: Yes, the vendor is responsible from de-installation to packaging and delivery to GSA. The scanners when de-installed should be de-installed in an appropriate manner and packaged safely without any defects.

- 3) **Bidder:** In the Other Requirements, 1st sentence of page 51:

- Project duration for this contract is one-hundred twenty (120) days from receipt of Purchase Order or Notice to Proceed.

Bidder: In the same page, 2nd paragraph under Installation Coordination & Commissioning:

- Contractor is to de-install one unit at a time as designated by GMHA. After commissioning of the first unit it shall be used for a will to ascertain and confirm its proper operation. Only until then that the next site work and unit de-installation shall commence. This is to assure continuity in the provision of services. Weekend and holiday work must be pre-approved by GMHA Project Manager.

Bidder: The timing is very tight for the 2nd Unit, we are requesting for additional Thirty (30) to Forty-Five (45) Days for a total of One-Hundred Fifty (150) or One-Hundred Sixty Five (165) Days.

GMHA: The GMHA invites responses to the solicitation as it is published. Please be aware therefore that conditional responses to this Invitation for Bid may render any such response as nonresponsive.

Your question does not request an explanation regarding the meaning or interpretation of the solicitation, but rather invites a negotiation of particular contract terms. The GMHA does not engage in contract negotiations until after a bid has been awarded.

- 4) **Bidder:** In aid of evaluation for your purchase of 2 units of sophisticated, high-tech imaging diagnostic equipment with advanced clinical functionalities, you may want to consider to include in your requirements, bidders to provide and Installation Site Inspection of the brand and model being offered. Travel expenses are to be borne by the bidder.

GMHA: Bidders are invited to respond to the solicitation as it is published. Your question does not request an explanation regarding the meaning or interpretation of the solicitation, but rather suggest a requirement for evaluation. Pursuant to 5 GCA § 5211(g), the IFB sets forth all of the requirements and criteria that will be used to determine the lowest responsive bidder.

- 5) **Bidder:** Please clarify your requirements and expectations for the UPS for each of the 2 units (Cardiac & Non-Cardiac). In the event of power failure, is it for proper shutdown of the CT Scan only or to provide 10 minutes back-up power for the whole system including the gantry to finish an on-going study? Further, please advise the suggested location that GMHA will provide.

GMHA: The UPS system should allow a full shut down of the CT system and the computer/control system safely. Each system will require its own UPS. The location of the required UPS should be the same as it is now.

- 6) **Bidder:** Which CT Scan unit shall be installed first, the Cardiac or the Non-Cardiac, in which room?

GMHA: The Non-Cardiac CT should be installed first, in Room A250. The installations will be conducted to avoid disruption of services.

- 7) **Bidder:** On Page 60 under 2-3. Technical Specification:

- Two UPS with appropriate KVA with at least 10 minutes back up capable of running the entire system. One system should be able to connect with the UPS we have on site.

- We will providing a new UPS for each of the CT Scan. Please clarify the requirement of connecting to your existing UPS, that's a different system.

GMHA: The UPS system should allow a full shut down of the CT system and the computer/control system safely. The current UPS specifications are as follows:

LS16

Make: Powerware
Model: PF1221125UE0000
Voltage: 208VAC/3phase
Current: 52Amps
kVA: 10 kVA

VCT

Make: Powerware
Model: 14B
Voltage: 208 VAC/3phase
Current: 39 Amps
kVA: 14 KVA

- 8) **Bidder:** What is your required mounting for the Contrast Media Automatic Power Injector?

GMHA: For the 16 slice the floor is preferred, and for the 64 slice the ceiling is preferred.

- 9) **Bidder:** For the Radiologist/CT Tech Workstations, do you require the Cardiac and Brain Perfusion both in just one (1) workstation or separate in the other Workstation?

GMHA: One workstation for each CT Unit. CT perfusion must to be available on both scanners. Therefore, if one scanner is being used for fluoro cases, it is important that the other scanner has perfusion capability since we perform a high number of head CTs for stroke. Two workstations available with the software for post processing for the specialty packages received particularly cardiac perfusion. A client based browser workstation is preferred with at least 5 licenses.

- 10) **Bidder:** UPS Cabinet and Battery Cabinet desired locations?

a) The Full UPS dimensions are 47"Wx32"Dx71"H. The Full battery Cabinet Dimensions 27"Wx32"Dx71"H. a) Please confirm that the 10kVA UPS (33"Hx12"Wx32"D) needed is for a partial system UPS only for each CT system. In the event of a power outage, a partial system UPS provides continuous back up power to the scanner host and control computers thus assuring no loss of usable data.

b) If the partial system UPS is specified there is ample space at the existing 64 slice room but not the existing 16 slice room. Please advise desired location.

c) If Full UPS and Full Battery with 10 minute scanning capability is specified please identify the desired location of each set of cabinets for both CTs. On initial inspection, the two closest areas are the old film storage room (Radiology Dept.) and the 2 Blood Donor Interview Rooms.

GMHA: The UPS system should allow a full shut down of the CT system and the computer/control system safely. Each system will require its own UPS. The location of the required UPS should be the same as it is now.

11) Bidder: Cardiac CT Questions

- a) Is it acceptable for the minimum table height to be 43cm instead of 40cm?

GMHA: Yes.

- b) Is 80 kVp lowest setting acceptable?

GMHA: Bidders are instructed to state the range of settings available for the CT system and provide ample evidence of system capability to handle the range of exams specified and patient load. The maximum kVp and ma should be stated with evidence of optimal image quality especially in thicker body parts and/or patients over 250 lbs.

- c) GE Healthcare would like to submit a
- 72 kW system that is essentially a 400 kW equivalent system with ASIR-V
 - 0.28 spatial resolution
 - 29 msec effective temporal resolution with SnapShot Freeze – an intelligent motion correction algorithm, which is designed to reduce blurring of coronary arteries due to motion artifacts. SnapShot Freeze reduces motion artifacts to 6X, equivalent to 0.058 gantry rotation speed with effective temporal resolution of 29 ms.
 - 5 beat cardiac coverage
 - 600 mA EVO system that also has Cardiac Image Filters – allows the user to reconstruct filtered images using 3 steps of noise reduction of helical and axial cardiac imaging, allowing for a reduction of mA while maintaining an acceptable level of image performance.
 - ECG Editor – Allows users to view and retrospectively modify intervals and adjust location of triggers for cardiac cycles based on the ECG waveform displayed on the console. Useful for suboptimal triggers or irregular heartbeats such as PVs, PACs and arrhythmia.
 - Please advise if the system would be acceptable.

GMHA: Bidders are instructed to respond to the solicitation as it is published. Your question does not request an explanation regarding the meaning or interpretation of the solicitation, but rather requests evaluation of a proposal. The GMHA does not engage in such evaluations until after bid opening.

12) Bidder: Non Cardiac CT Questions

- a) Is it acceptable for the minimum table height to be 43cm instead of 40cm?

GMHA: Yes.

- b) Is 80 kVp lowest setting acceptable?

GMHA: Bidders are instructed to state the range of settings available for the CT system and provide ample evidence of system capability to handle the range of exams specified and patient load. The maximum kVp and ma should be stated with evidence of optimal image quality especially in thicker body parts and/or patients over 250 lbs.

- c) **Bidder:** Would a 725 kW system be acceptable if specs for maximum KV of 140 and the maximum mA of 400 can be met?

GMHA: Bidders are instructed to state the range of settings available for the CT system and provide ample evidence of system capability to handle the range of exams specified and patient load. The maximum kVp and ma should be stated with evidence of optimal image quality especially in thicker body parts and/or patients over 250 lbs.

- 13) **Bidder:** Workstation
How many workstation(s) are needed?

GMHA: One workstation per CT Scan specific to performing post processing of cardiac, perfusions, etc. is required.

- 14) **Bidder:** Laser Printer
What are dpi, ppm and number of trays required? Please add more details and specifics i.e. equal manufacturer/model number and film or paper printer?

GMHA: Resolution of at least 600x600, automatic duplex printing, printing available in color and black and white.

- 15) **Bidder:** Question #1-Trade in value for GE 16 Slice (Amended Appendix B): a), b), c), d), e), f), h):

GMHA: Bidders are instructed to disregard line #3 of the revised Appendix B-Price Bid Form which states "trade in Value of the GE 16 slice CT". Line #3 should have been deleted in the revision, but was inadvertently overlooked. There will be no trade in of either CT.

- 16) **Bidder:** Question #1-Trade in value for GE 16 Slice (Amended Appendix B):
g) Please provide any special de-installation instructions specific to both CT systems that may be required.

GMHA: The equipment must be de-installed in a manner that is safe and preserves the integrity of the entire system so it is still in usable condition.

- 17) **Bidder:** Question #2-Total Bid Amount (Amended Appendix B):
Assuming bidders provide compliant responses, will award to the bidder providing the lowest "TOTAL BID AMOUNT", regardless of differences in the individual seven (7) price lines between bidders?

GMHA: The contract is to be awarded "to the lowest responsible and responsive bidder" whose bid meets the requirements and criteria set forth in the Invitation for Bids.

18) Bidder: Question #3- On-Site Training:

Pls. confirm that the minimum of three (3) days of on-site training within the first fourteen days of commissioning can be done for both CT scans during the same fourteen days.

GMHA: Since both scanners will have different installation dates, the applications training has to be for each scanner within fourteen days of commissioning per scanner.

19) Bidder: Question #4-X-Ray Generator

We believe GMH should amend this requirement to require a bidder to only provide sufficient generator capacity to support the offered CTs ability to meet the performance and clinical outcome specifications in the Bid.

GMHA: Bidders are instructed to state the range of settings available for the CT system and provide ample evidence of system capability to handle the range of exams specified and patient load. The maximum kVp and ma should be stated with evidence of optimal image quality especially in thicker body parts and/or patients over 250 lbs.

20) Bidder: Question #5-item 6 on appendix B-"10 minute back up of running the entire system"

It is not clear specification. Is GMH requiring 10 minute backup for the whole system in standby mode or the whole system during peak scanning mode? Some vendors provide a partial UPS that will keep the computers and gantry running during a complete power outage but WILL NOT support a CT scan being performed. There is a substantial difference in the cost of these two systems. So, it is expected for the UPS to support the MAXIMUM RATED POWER consumption of the CT during scanning or only the power consumption during stand by?

GMHA: The UPS system should allow a full shut down of the CT system and the computer/control system safely until the generator kicks in. Each system will require its own UPS.

21) Bidder: Question #6-What applications will the color laser printers be performing?

From the pre-bid conference, GMH officials appeared to suggest that the UPS is not expected to be able to support scanning, meaning system peak load conditions. Please confirm this understanding.

GMHA: The printer needs to be able to print images from the CT system that can be shared with the provider-eg cardiac scoring results, cardiac/perfusion key images.

Confirmed. The UPS system should allow a full shut down of the CT system and the computer/control system safely until the generator kicks in.

Bidder: Is a simple post script printer required or will a DICOM compatible printer be required?

EXHIBIT F

Bid Results	JMI-Edison	Simon Sanchez / Dr. Nathaniel Berg	MedPharm	Siemens
Price Bid Form				
1. CT 64 Cardiac Capabi	\$597,000.00	Revolution EVO Cardiac	NeuViz 64 EN	Siemens Definition AS
2. CT 64 non cardiac cap	\$410,200.00	Revolution EVO	NeuViz 64 IN	Siemens Definition AS
3. Workstation for Card	\$124,000.00	"Included in package"	Phillips Ingenuity 64	
4. Two Color Printers	\$640.00	\$24,431.00	\$2,800.00	"Included in package"
5. Two UPS	\$38,000.00	\$152,000.00	\$1,960.00	"Included in package"
6. Accessories	\$10,000.00	"Included in package"	\$14,000.00	"Included in package"
7. Maintenance/Service	\$44,200.00	\$147,500.00	\$21,000.00	"Included in package"
			\$25,200.00	"Included in package"
TOTAL AMOUNT	\$1,224,040.00	\$1,350,000.00	\$1,892,560.00	\$1,474,454.00

EXHIBIT G

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Imaging Performance Images and Specifications

1. High BMI or Obese Patient Images (Tab 1.2)

Abdomen – High BMI Patient

Page 3

Angiography Runoff – BMI 34

Page 4

High-resolution Chest – BMI 32

Page 5

Mixed Acquisition Mode for CTA TAVI – BMI 32

Page 6

2. Both CT's have specification at 19.7 lp/cm, z-plane exceeding bid requirement of 15 lp/cm

Appendix Tab 5.1 Data Sheet

3. Low Contrast Detectability is 5mm @ 0.32% and 5.69 mGy

Appendix Tab 5.1 Data Sheet

4. There are 64 Detector Rows, 54,272 Detector Elements and 64 Slices/Rotation.

Appendix Tab 5.1 Data Sheet

5. Focal Spots Size are 0.9 x 0.7 mm and 1.2 x 1.1 mm

Appendix Tab 5.1 Data Sheet

6. Non-Cardiac CT has a range of 10-560 mA

Cardiac CT has a range of 10-600 mA

Appendix Tab 5.1 Data Sheet

7. Both CT's have voltage range of 80, 100, 120, 140 kV

Appendix Tab 5.1 Data Sheet

B77392FJ

AWE Connection

The AW Server client on the CT console is a software that allows accessing to all applications hosted on an AW Server, from the CT Console. It offers customers the use of applications on the CT console for improved workflow and productivity.

B7880CH

72kW Option

The 72kW power option upgrades the maximum allowable mA selection of the on-board high frequency generator by 40% from 400 mA max to 560 mA, or 600mA with cardiac options. More mA can be used to image large patient or at faster rotation times you can maintain the mAs prescribed.

B78B0CJ

0.4 Sec Rotation Option

Provides the capability of a 360-degree rotation in 0.4 seconds. This additional rotation time will enhance the user's ability reduce exam times and potentially lower patient breath-holds. Enabling up to 153 mm/sec acquisition speeds

B78B0CE

64 Channel Detector Upgrade

B78552CA

CT Operator Console Desk

The Freedom workspace is an ergonomic working environment specifically designed for use with the GE Healthcare imaging systems. The sleek table design enables the efficient use of space while enhancing clinical workflow and technologist comfort.

The Freedom workspace provides a minimalist footprint to improve patient visibility and giving the user easier access to patients in the imaging suite.

It offers sit/stand and horizontal/vertical monitor flexibility. It can also help reduce noise and heat with remote location options of the console. The non-adjustable Freedom workspace version is 1300mm long x 895mm wide x 850mm height and weighs 55.8kg.

B7660B

Chair

Chair for CT scanner

B77292CA

CT Service Cabinet

Service cabinet for system accessories storage

E8016AN

CT Table Slicker with Cushion - 2000 Systems (2 Piece Set)

FEATURES/BENEFITS

- Two-piece, sealed slicker cushion set has comfort pads enclosed inside the slicker cover and extender cover
- Durable, clear PVC plastic cover facilitates faster, more thorough cleanup of blood and fluids
- Increase system uptime by protecting table from spills and particulate contaminants

B7880MR

Smart MAR option

MAR (Metal Artifact Reduction) software MAR helps reduce photon starvation, beam hardening and streak artifacts caused by high Z materials in the body, such as hip implants.

The clarity of MAR images is addressing the challenges posed by metal artifacts, helping clinicians accurately contour targets and critical organs.

MAR offers:

- Exceptional image quality.
- MAR is based on the latest in GE Healthcare smart technology, which uses a novel three-step, sinogram-based iterative algorithm.
- Streamlined workflow.
- MAR requires only one scan, making the process of obtaining a corrected image fast and efficient.
- Dose conscious.
- MAR requires only one acquisition.
- Patient comfort.
- The efficient, single-scan process helps to reduce patient time inside the scanner.
- Versatility.
- MAR is designed to enhance clarity across a range of images including scans of hip implants, dental fillings, screws and other metal objects.

B7716WR

Xtream Injector Interface kit - Class IV

Cabling and CT Scanner software required for use with Integrated Injectors.

B7880CH

72kW Option

The 72kW power option upgrades the maximum allowable mA selection of the on-board high frequency generator by 40% from 400 mA max to 560 mA, or 600mA with cardiac options. More mA can be used to image large patient or at faster rotation times you can maintain the mAs prescribed.

B7810LW

0.5 sec VariSpeed Scanning option

VariSpeed Scanning Option

Enables 0.5, 0.6, 0.7, 0.8, 0.9, 1.0 second rotation acquisitions

B78B0CE

64 Channel Detector Upgrade

B78552CA

CT Operator Console Desk

The Freedom workspace is an ergonomic working environment specifically designed for use with the GE Healthcare imaging systems. The sleek table design enables the efficient use of space while enhancing clinical workflow and technologist comfort.

The Freedom workspace provides a minimalist footprint to improve patient visibility and giving the user easier access to patients in the imaging suite.

4. EQUIPMENT DELIVERY

4.1. Equipment Delivery

Delivery: 120 Calendar days from the effective date of the Notice to Proceed

DE-INSTALLATION: 3-5 days (per unit)

INSTALLATION AND COMMISSIONING: 7-15 days (per unit)

4.2. Clinical & Technical Training

GE CT SCANNER CLINICAL APPLICATION TRAINING:

- This training explains the relationship of pitch to scan coverage speed, relationships of scan coverage speed to helical artifacts, effect of IQ Enhance on helical artifacts, IQE scan parameter requirements and the benefit
- Explain current and advanced CT Scanner technologies
- Perform System Basic function and set-up
- Describe system physics and instrumentation
- Perform Protocol set-up and procedures
- Develop modality specific Scan Assistant programs
- Perform Post Reconstruction in various clinical specialty areas
- Explain the temporal resolution required for Neuro perfusion
- Explain the reconstruction parameters for prospective images, retrospective images
- List the High Definition scan mode choices and algorithms
- Explain the difference in number of views collected
- Describe when to Rx Hi-Resolution scanning in clinical practice

GE CT SCANNER TECHNICAL TRAINING:

COURSE COMPETENCIES:

Upon successfully completing this course, the student should be able to:

- Perform all work according to safety regulations and standards on a CT system
- Perform basic system setup, scan and image/data manipulation and storage on a CT system
- Identify common problems on CT Systems
- Identify required tools and documentation for system service
- Work safely in the 64 slice CTs environment
- Identify FRU part numbers, and replace common FRUs
- Identify the installation steps -Perform system quality assurance checks and performance verification
- Identify the difference point of VCT, CT660 and CT750 Lab activities will include: - Calibrations -Characterizations
- Subsystem diagnostics
- Detector Module change -Subsystem and system troubleshooting
- Complete preventative maintenance according to service schedule, including all necessary documentation

System Hardware

Detector and data acquisition system

HiLight Clarity detector	Inherited directly from our breakthrough Revolution CT system, the Clarity detector is the heart of Revolution EVO. With its high-resolution imaging capabilities, you can see details as small as 0.28 mm. The Clarity detector delivers improved dose efficiency and signal-to-noise ratio as well, plus large coverage with z-axis uniformity.
Integrated Clarity data acquisition system	Thanks to its revolutionary, patented design, the data acquisition system is integrated directly onto the photo diode. This reduces the size of the data acquisition system by 75%, reduces electronic noise by 44%, and lowers power consumption by 90% compared to previous-generation systems.
HiLight™ scintillator	GE proprietary, patented scintillator was designed specifically for CT imaging and provides key performance properties that make it ideal for the task including high primary speed (affects spatial resolution at fast rotation speeds), low afterglow (affects artifacts) and high x-ray stopping power (affects image quality per dose).
Clarity 2D collimator	Designed to reduce scatter and improve image quality.
Maximum number of slices per rotation	32 (acquired slices), up to 64 (axial reconstructed slices)
Number of detector rows	64
Number of detector electronic channels	32
Number of detector elements	54,272
Number of views per rotation	861-1,968
Axial acquisition modes	32 x 0.625 mm, 32 x 1.25 mm, 16 x 0.625 mm, 8 x 0.625 mm, 4 x 0.625 mm, 2 x 0.625 mm

Axial & cine acquisition modes

Axial & cine acquisition modes	Reconstructed slice thickness
32 x 1.25mm	32i - 1.25 mm 16i - 2.5 mm 8i - 5 mm 4i - 10 mm
32 x 0.625 mm	32i - 0.625 mm 16i - 1.25 mm 8i - 2.5 mm 4i - 5 mm 2i - 10 mm
16 x 0.625 mm	16i - 0.625 mm 8i - 1.25 mm 4i - 2.5 mm 2i - 5 mm 1i - 10 mm
8 x 0.625 mm	4i - 1.25 mm 2i - 2.5 mm 1i - 5 mm
4 x 0.625 mm	2i - 1.25 mm 1i - 2.5 mm
2 x 0.625 mm	1i - 1.25 mm



Company Technical Experience

JMI-Edison's Service Technicians and Field Engineers have intricate knowledge of electrical, electronic, mechanical, pneumatic and hydraulic systems. Furthermore, *JMI-Edison* cross-trains our engineers and technicians to be able to specify, install, service, and maintain sophisticated medical and radiology equipment. The advanced training includes the use of cutting-edge technology and computer hardware and software, as well as, the latest in electronic technology, IT technology, and miniaturized electro-mechanical systems that utilize state-of-the-art pneumatic and/or hydraulic system technology.

CT-SCANNER System-Specific Experience

JMI-Edison has extensive experience and expertise in supplying, installing, and maintaining all Healthcare equipment, especially CT equipment as showcased below.

GMHA:

1. GE Lightspeed HP60 16-slice CT (2014)
2. GE Lightspeed VCT 64-slice CT (2006)
3. GE Prospeed Single Slice CT (1997)

US Naval Hospital

1. GE Optima CT660 64-slice CT (2014)
2. GE Brightspeed 16-slice NMCT (2014)
3. GE Lightspeed HP60 16-slice CT (2006)

FHP Health Center:

1. GE Lightspeed Ultra 8-slice CT (2008)

Active Contracts

JMI-Edison has supplied and installed, and currently provides maintenance and repair services to the Health Care facilities named below. Descriptive information and details of our current contracts are available upon request.

- **Guam Memorial Hospital**
 - Radiology Equipment Maintenance Service
- **US Naval Hospital**
 - Radiology Equipment Maintenance Service
- **FHP Health Center**
 - Radiology Equipment Maintenance Service
- **SDA Clinic**
 - Radiology, Dental, & Diagnostic Equipment Maintenance Service

Based on our history, experience, and expertise, *JMI-Edison* is extremely confident that we can provide GMHA with the highest quality services and healthcare equipment. We are ready to serve.

CURRENT CUSTOMERS

Currently, our group of companies represent the following clients:

- GE Medical System
- Ethicon
- Sechrist Ventilators
- Ansell Perry
- B/Braun Medical
- Agilent Technologies –
Chemical Analysis
- AS&F Advanced X-ray
Inspection Systems
- Honeywell
- Jacuzzi Pumps
- Goulds Pumps
- ABS Pumps
- GE Lighting
- GE Industrial Systems
- Katolight Generators
- And More...