

Law Offices of
WILLIAM L. GAVRAS
A Professional Corporation
101 Salisbury Street
Dededo, Guam 96929

Telephone: (671) 632-4357
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*Also admitted in MO & CNMI

RECEIVED
OFFICE OF THE PUBLIC AUDITOR
PROCUREMENT APPEALS

JUL 01 2008

TIME: 2:35 PM
BY: A. Camacho
FILE No. OPA-PA 08-010

LETTER OF TRANSMITTAL

DATE: July 1, 2008

TO: Office of the Public Auditor

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

VIA: HAND DELIVERY U.S. MAIL COURIER

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

TRANSMITTED HEREWITH:

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

REMARKS:

Enclosed please find the Procurement Appeal in the above-matter.

Sincerely,

-William L. Gavras

ORIGINAL



OFFICE OF THE PUBLIC AUDITOR

**Appendix A: Notice of Appeal Form
PROCUREMENT APPEAL**

PART I- To be completed by OPA

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

PART II- Appellant Information

Name: TEAL PACIFIC LLC

Mailing Address: 633 GOVERNOR CARLOS G. CAMACHO RD.
SUITE 210, TAMUNING, GUAM 96913

Business Address: SAME AS ABOVE

Daytime Contact No: ATTORNEY 'S CONTACT NO. 632-4357

PART III- Appeal Information

- A) Purchasing Agency: GUAM MEMORIAL HOSPITAL AUTHORITY
- B) Identification/Number of Procurement, Solicitation, or Contract: BID NO. GMHA 026-2008
- C) Decision being appealed was made on JUNE 16, 2008 by:
 Chief Procurement Officer Director of Public Works Head of Purchasing Agency

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

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

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

JMI	

PART IV- Form and Filing

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

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

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

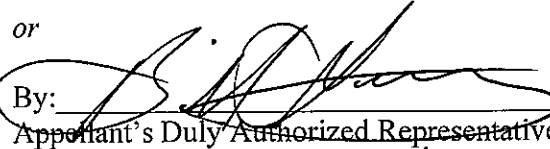
PART V- Declaration Re Court Action

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

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

Submitted this 1 day of July, 2008

By: _____
APPELLANT

or
By: 
Appellant's Duly Authorized Representative

(Address) 101 Salisbury St.; Dededo Guam 96929
(Phone No.) 671-632-4357 APPENDIX A

GROUND FOR APPEAL

Teal Pacific LLC (hereinafter "Teal") bid on GMHA Bid 026-2008. Essentially, this IFB requested bids for a tube to be used in a CT Scan machine. The IFB, its terms and conditions, did not state, mention or imply that Guam Memorial Hospital Authority intended to give the winning bidder the tube to be replaced by the winning bidder. This used tube has significant value (approximately \$20,000). Accordingly, the knowledge GMHA intended to exchange the tube would be material and significant to bidders. Clearly, bidders that had previous experience with GMHA in bidding on this tube or other tubes were at a significant advantage over those that did not. Material terms must be included in the IFB. A material term was omitted.

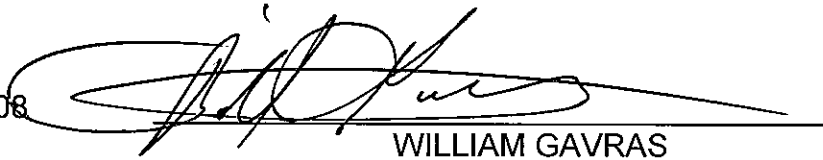
RULING REQUESTED

The cancellation of 026-2008. If GMHA desires to reissue the IFB, it should include all material terms. The Office of the Public Auditor should order GMHA to cease/stay any further action on 026-2008.

VERIFICATION

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

Date: July 1, 2008



WILLIAM GAVRAS



OFFICE OF THE PUBLIC AUDITOR

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

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

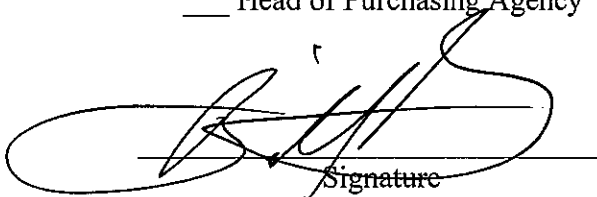
Please select one:

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

Submitted this 1 day of July 2008

By: (Please select one)

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



Signature

William Garra

Print Name



OFFICE OF THE PUBLIC AUDITOR

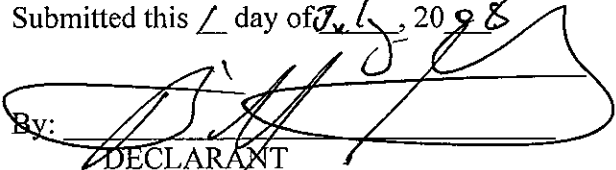
**Appendix B: Declaration Form
PROCUREMENT APPEAL**

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

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

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

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

Submitted this 1 day of July, 2098
 By: 
 DECLARANT

William Garra
 Print Declarant's Name



Guam Memorial Hospital Authority Aturidåt Espetåt Mimuriåt Guåhan



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

June 16, 2008

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

Reference: Teal Pacific Protest of GMHA Bid 026-2008 – VCT X-ray Tube for CT Scan

Dear Mr. Karuppan:

This letter acknowledges the receipt of your bid protest dated May 27, 2008, which was received by the Guam Memorial Hospital Authority on the same date. The Protest concerns Invitation for Bid No. 026-2008. Teal Pacific asserts the IFB by its term does not contemplate an exchange and any contrary reading is prejudicial. After careful review of the claims set forth in your protest, GMHA hereby rejects your Protest for the reasons stated herein.

In evaluating JMI's bid of \$237,000 which involved a trade-in, and Teal Pacific's bid of \$245,000, which also involves a trade-in, JMI still makes the better offer. While usually only objectively measurable criteria set forth in the IFB are applied in determining the lowest bidder, the trade-in suggested by both bidders is an objective criterion and although the trade-in is not included in the IFB, the trade-in is analogous to a discount and will save the Government money. As the trade-in is to the Government's advantage, the Government can make the trade-in even though it did not ask for one. In addition, the allegation that JMI may have received information from the GMHA or its representative is not supported. Individuals connected to the IFB have written statements that no communication was ever made to JMI at any time or manner other than the prescribed method outlined in the IFB.

In conclusion, there is no evidence to support the claims presented in your protest. As such, your protest is without merit and is hereby rejected. Furthermore, to protect the substantial interest of the Hospital, the award of the subject IFB will be made without further delay. As provided under the Guam Procurement Law, 5 G.C.A. § 5425, please be advised that you have the right to administrative and judicial review of GMHA's decision.

Sincerely,

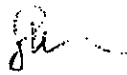
PETERJOHN D. CAMACHO, M.P.H.
Hospital Administrator/CEO



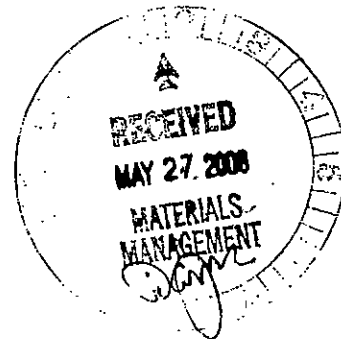
Teal Pacific LLC

May 27, 2008

To: Mr. Peter John Camacho
Director
Guam Memorial Hospital

From: Mr. Sivalingam Karuppan 
President

Subject: "RE: Teal Pacific, LLC's protest of GMHA Bid 026-2008"



This letter concerns GMHA Bid 026-2008 (copy attached) wherein GMHA invited vendors to provide quotes for an X-Ray Tube. Recently, Teal Pacific, LLC has developed reason to believe that a material term was omitted from the Invitation To Bid ("ITB"). Specifically, while the ITB only requests a quote for the purchase of an X-Ray Tube, we believe that GMHA may have contemplated an additional material component of the ITB not specifically mentioned within the ITB. To the point, we believe that there may be a trade-in of used parts that will be part of the award. Clearly, if the trade-in or exchange is permitted, this would be a material term that was omitted from the ITB because, as I am sure you are aware, the used X-Ray Tube has significant value (approximately \$20,000). By way of analogy, it would be the same if you were to purchase a car. Certainly, it would be material to both buyer and potential sellers if a trade-in were contemplated since as we all know, a trade-in affects pricing. Whether or not a trade-in is permitted would be something that would have to be announced in advance. If one seller believed correctly that the buyer was going to trade-in his used car and the other sellers did not, the one seller would have an unfair advantage over the others.

What follows is an explanation of how Teal came to believe that a material term might have been omitted and why Teal was prejudiced by the omission.

On its face, the ITB did not contemplate a trade-in or exchange. Accordingly, Teal developed a certain pricing strategy. The strategy was to make a bid based on the plain terms provided by GMHA. However, Teal also decided to offer an alternative bid based on terms that did not appear in ITB. Specifically, Teal decided to make an offer (counter proposal) based on the addition of a material term: the trade-in or exchange of the used X-Ray Tube. Because this material term was not part of the ITB, Teal had reason to believe that no other bidder would make such a counter proposal (none did), and that Teal would not have to competitively price this alternate bid.

633 Governor Carlos G. Camacho Rd., Suite 210 Tamuning, Guam 96913
Telephone: (671) 649-1008 • Fax: (671) 649-1009

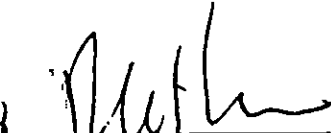
At the bid opening on May 16, 2008, Teal saw that its competition, JMI, made bid at \$237,000, a bid price that Teal believes is almost certainly presumes a trade-in. Because of the very close relationship between GMHA and JMI (we believe amongst other things GMHA and JMI share legal counsel), we believe that both may have assumed that a trade-in term existed in the ITB, a term that was unknown to others that only had the benefit of reading the ITB. Had Teal known that the ITB had an unwritten material provision which contemplated a trade-in that its competitors knew of, Teal would have known it was more likely to have competition bidding for the trade-in and would have bid more competitively.

Of course, all of the foregoing is based on Teal's interpretation JMI's bid. JMI's bid triggered Teal's fear that GMHA will incorrectly interpret the ITB to provide for an exchange. If Teal is incorrect and GMHA does not read its ITB to contemplate an exchange, we apologize. However, if Teal is correct, and GMHA is going to be providing anything of value that will lower the cost of JMI, Teal Pacific, LLC hereby **PROTESTS** GMHA Bid 026-2008, the bidding process and any award on the basis that the ITB by its terms does not contemplate an exchange and that Teal has been prejudiced by any contrary reading.

BID INVITATION AND AWARD

ISSUING OFFICE:

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


PETER JOHN D. CAMACHO, M.P.H.
CEO / HOSPITAL ADMINISTRATOR

DATE ISSUED: April 25, 2008

BID INVITATION NO.: GMHA BID 026-2008

INSTRUCTION: This BID shall be submitted in duplicate and sealed to the issuing office above no later than (Time) **9:30 a.m.**, (Date) **May 9, 2008**, and shall be publicly opened at **10:00 a.m.** in the Cafeteria 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: VCT X-RAY TUBE FOR CT SCAN

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

DESTINATION: Guam Memorial Hospital Authority

REQUIRED DELIVERY DATE: See Special Provisions and General Terms & Conditions

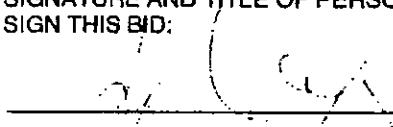
NOTE TO BIDDERS: This bid is subject to the attached **General Terms and Conditions of the Invitation For Bids**. The undersigned offers and agrees to furnish within the time specified, the articles and services at the price stated opposite the respective items listed on the schedule provided, unless otherwise specified by the bidder. In consideration of the expense of the Government in opening, tabulating, and evaluating this and other bids, and other considerations, the undersigned agrees that this bid remain firm and irrevocable within 60 calendar days from the date opening to supply any or all of the items which prices are quoted.

INDICATE WHETHER: () INDIVIDUAL () PARTNERSHIP (x) CORPORATION
INCORPORATED IN: LLC

NAME AND ADDRESS OF BIDDER:

Teal Pacific LLC
633 Gov. Carlos Camacho Rd.
Tamuning, Guam 96913

SIGNATURE AND TITLE OF PERSON AUTHORIZED TO SIGN THIS BID:


General Manager

AWARD: (TO BE COMPLETED UPON AWARD)

CONTRACT NO.:

AMOUNT: \$

DATE:

ACCEPTED AS TO ITEMS NUMBERED:

CONTRACTING OFFICER:

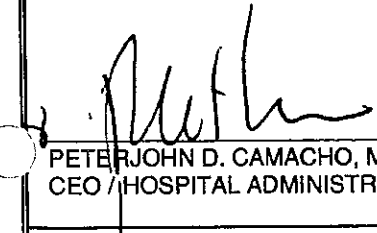
PETER JOHN D. CAMACHO, M.P.H.
CEO, HOSPITAL ADMINISTRATOR

NAME AND ADDRESS OF CONTRACTOR:

SIGNATURE AND TITLE OF PERSON AUTHORIZED TO SIGN THIS CONTRACT:

BID INVITATION AND AWARD

ISSUING OFFICE:


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

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

DATE ISSUED: April 25, 2008

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BID FOR: VCT X-RAY TUBE FOR CT SCAN

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

DESTINATION: Guam Memorial Hospital Authority

REQUIRED DELIVERY DATE: See Special Provisions and General Terms & Conditions

NOTE TO BIDDERS: This bid is subject to the attached **General Terms and Conditions of the Invitation For Bids**. The undersigned offers and agrees to furnish within the time specified, the articles and services at the price stated opposite the respective items listed on the schedule provided, unless otherwise specified by the bidder. In consideration of the expense of the Government in opening, tabulating, and evaluating this and other bids, and other considerations, the undersigned agrees that this bid remain firm and irrevocable within 60 calendar days from the date opening to supply any or all of the items which prices are quoted.

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

LLC

INCORPORATED IN:

NAME AND ADDRESS OF BIDDER:

Teal Pacific LLC

633 Gov. Carlos Camacho Rd.

Tamuning, Guam 96913

SIGNATURE AND TITLE OF PERSON AUTHORIZED TO SIGN THIS BID:


General Manager

AWARD: (TO BE COMPLETED UPON AWARD)

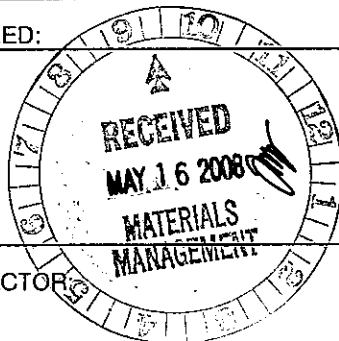
CONTRACT NO.:

AMOUNT: \$

DATE:

ACCEPTED AS TO ITEMS NUMBERED:

CONTRACTING OFFICER:



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

NAME AND ADDRESS OF CONTRACTOR:

SIGNATURE AND TITLE OF PERSON AUTHORIZED TO SIGN THIS CONTRACT:

**GUAM MEMORIAL HOSPITAL AUTHORITY
GOVERNMENT OF GUAM**

SEALED BID SOLICITATION INSTRUCTIONS

1. **BID FORMS:** Each bidder shall be provided with two (2) sets of Solicitation forms. Additional copies may be provided upon request. Bidders requesting additional copies of said forms will be charged per page in accordance with 5 GCA, Chapter 20 § 20110. All payments for this purpose shall be by cash, certified check or money order and shall be made payable to the Guam Memorial Hospital Authority.

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

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

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

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

6. **FAILURE TO SUBMIT BID:** If no bid is to be submitted, do not return the Solicitation unless otherwise specified. **A letter or postcard shall be sent to the issuing office advising whether future Solicitations for the type of supplies or services covered by this Solicitation is desired.**
7. **LATE BID, LATE WITHDRAWALS, AND LATE MODIFICATIONS:**
 - a) **Definition:** Any bid received after the time and date set for receipt of bids is late. Any withdrawal or modification of a bid received after the time and date set for opening of bids at the place designated for opening is late (Guam Memorial Hospital Authority Procurement Regulations Section 3-202.11.1).
 - b) **Treatment:** No late bid, late modification, or late withdrawal will be considered unless received before contract award, and the bid, modification, or withdrawal would have been timely but for the action or inaction of GMHA or territorial personnel directly serving the procurement activity (Guam Memorial Hospital Authority Procurement Regulations Section 3-202.11.2).
8. **DISCOUNTS:**
 - a) Notwithstanding the fact that prompt payment discounts may be offered, such offer will not be considered in evaluating bids for award unless otherwise specified in the Solicitation. However, offered discounts will be taken if payment is made within the discount period, even though not considered in the evaluation of bids.
 - b) In connection with any discount offered, time will be computed from date of delivery and acceptance of the supplies to the destination as indicated in the purchase order or contract. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the Government check.
9. **GOVERNMENT FURNISHED PROPERTY:** No material, labor or facilities will be furnished by the Government unless otherwise provided for in the Solicitation.
10. **SELLER'S INVOICES:** Invoices shall be prepared and submitted in quadruplicate (one copy shall be marked "original") unless otherwise specified. Invoices shall be "**certified true and correct**" and shall contain the following information: Contract and order number (if any), item numbers, description of supplies or services, sizes, quantities, unit prices, and extended total. Bill of lading number and weight of shipment will be shown for shipments made on Government bills of lading.
11. **RECEIPT, OPENING AND RECORDING OF BIDS:** Bids and modifications shall be publicly opened in the presence of one or more witnesses, at the time, date, and place designated in the Invitation for Bids. The name of each bidder, the bid price, and such other information as is deemed appropriate by the Procurement Officer, shall be read aloud and recorded, or otherwise made available. The names and addresses of required witnesses shall be recorded at the opening. The opened bids shall be available for public inspection except to the extent the bidder designates trade secrets or other proprietary data to be confidential as set forth in accordance with Section 12, below. Material so designated shall accompany the bid and shall be readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid. Prices, makes and models or catalogue numbers of the items offered, deliveries, and terms of payment shall be publicly available at the time of bid opening regardless of any designation to the contrary (Guam Memorial Hospital Authority Procurement Regulations Section 3-202.12.2).
12. **CONFIDENTIAL DATA:** The Procurement Officer shall examine the bids to determine the validity of any requests for non disclosure of trade secrets and other proprietary data identified in writing. If the parties do not agree as to the disclosure of data, the Procurement Officer shall inform the bidders in writing what portions of the bid will be disclosed and that, unless the bidders protest under Chapter 9 of the Guam Procurement Act (PL. 16-124), the bids will be so disclosed. The bids shall be opened to public inspection subject to any continuing prohibition on the disclosure of confidential data (Guam Memorial Hospital Authority Procurement Regulations Section 3-202.12.3).
13. **MULTI-STEP SEALED BIDDING:**
 - a) It is defined as a two-phase process consisting of a technical first-phase composed of one or more steps in which bidders submit un-priced technical offers to be evaluated by the GMHA, and a second-phase in which those bidders whose technical offers are determined to be acceptable during the first-phase have their priced bids considered. It is designed to obtain the benefits of competitive sealed bidding by award of a contract to the lowest responsive, responsible bidder, and at the same time obtained the benefits of the

competitive sealed proposals procedure through the solicitation of technical offers and the conduct of discussions to evaluate and determine the acceptability of technical offers (GMHA Procurement Rules & Regulation § 3-202.18.1).

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

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

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

GUAM MEMORIAL HOSPITAL AUTHORITY
GOVERNMENT OF GUAM

GENERAL TERMS AND CONDITIONS
SEALED BID SOLICITATION AND AWARD

Only those items checked below are applicable to this Bid.

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

- (X) 11. **BID ENVELOPE:** Envelope shall be sealed and marked with the bidder's name, bid number, time, date and place of bid opening.
- (X) 12. **BID BOND REQUIREMENT:** Bidder is required to submit a Bid Guarantee Bond or standby irrevocable Letter of Credit or Certified Check or Cashier's Check in the same bid envelope to be held by the Government pending award. The Bid Guarantee Bond, Letter of Credit, Certified Check or Cashier's Check must be issued by any local surety or banking institution licensed to do business on Guam and made payable to the Guam Memorial Hospital Authority in the amount of **fifteen percent (15%)** of the bidder's highest total bid, whenever the final bid award is less than the bidder's highest total bid the bidder has the option to substitute the original bid bond with a bid bond for the lesser amount. Bid guarantee will be a Bid Bond on Government Standard Form BB-1 (copy enclosed). Personal Checks will not be accepted as Bid Guarantee. If a successful Bidder (contractor) withdraws from the Bid or fails to enter into contract within the prescribed time, such Bond will be forfeited to the Government of Guam. Bids will be disqualified if not accompanied by Bid Bond, Letter of Credit, Certified Check or Cashier's Check. Bidder must include in his/her bid, valid copies of a Power of Attorney from the Surety and a Certificate of Authority from the Government of Guam to show proof that the surety company named on the bond instrument is authorized by the Government of Guam and qualified to do business on Guam. For detailed information on bonding matters, contact the Department of Revenue and Taxation. Failure to submit a valid Power of Attorney and Certificate of Authority on the surety is cause for rejection of bid (GPR/GMHA PR&R Section 3-202.03.3).
- (X) 13. The bid security required above under any applicable Invitation for Bid shall not be release upon award of the bid, but instead shall continue in full force and effect until delivery of the supplies or services required by the contract under the associated Invitation for Bid is completed. The bid security shall be held and deemed satisfactory to adequately protect the best interest of the Government of Guam from default and thus no separate performance bond shall be required on a contract for supplies or services. (GUAM GCA 5212 ADDED Art 5 Chap 5 Part B).
- (X) 14. **PERFORMANCE BOND REQUIREMENT:** The bidder may be required to furnish a Performance Bond on Government Standard Form BB-1 or standby irrevocable Letter of Credit or Certified Check or Cashier's Check payable to Guam Memorial Hospital Authority issued by any of the local Banks or Bonding Institution in the amount equal to Zero % of the contract prices as security for the faithful performance and proper fulfillment of the contract. In the event that any of the provisions of this contract are violated by the contractor, the Hospital Administrator shall serve written notice upon both the contractor and the Surety of its intention to terminate the contract. Unless satisfactory arrangement or correction is made within ten (10) days of such notice the contract shall cease and terminate upon the expiration of the ten (10) days. In the event of any such termination, the Hospital Administrator shall immediately serve notice thereof upon the Surety. The Surety shall have the right to take over and perform the contract, provided, however, that if the Surety does not commence performance thereof within 10 days from the date of the mailing of notice of termination, the Government may take over and prosecute the same to complete the contract or force account for the account and at the expense of the contractor, and the contractor and his Surety shall be liable to the Government for any excess cost occasioned the Government thereby (GPR/GMHA PR&R Section 3-202.03.4).
- (X) 15. **PERFORMANCE GUARANTEE:** Bidders, who are awarded a contract under this solicitation, guarantee that goods will be delivered or required services performed within the time specified. Failure to perform the contract in a satisfactory manner may be cause for suspension or debarment from doing business with the Government and to enforce Sections 12, 13 and 14 of these General Terms and Conditions. In addition, the Government will hold the Vendor liable and will enforce the requirements as set forth in Section 44 of these General Terms and Conditions.
- (X) 16. **SURETY BONDS:** Bid and Performance Bonds coverage must be signed or countersigned in Guam by a foreign or alien surety's resident general agent. The Surety must be Insurance Company, authorized by the Government of Guam and qualified to do business in Guam. Bids will be disqualified if the Surety Company does not have a valid Certificate of Authority from the Government of Guam to conduct business in Guam.
- (X) 17. **COMPETENCY OF BIDDERS:** Bids will be considered only from such bidders who, in the opinion of the Government, can show evidence of their ability, experience, equipment, and facilities to render satisfactory service.

- (X) 18. DETERMINATION OF RESPONSIBILITY OF BIDDERS: The Hospital Administrator reserves the right for securing from bidders information to determine whether or not they are responsible and to inspect plant site, place of business; and supplies and services as necessary to determine their responsibility in accordance with Section 19 of these General Terms and Conditions (GPR/GMHA PR&R Section 3-401).
- (X) 19. STANDARD FOR DETERMINATION OF LOWEST RESPONSIBLE BIDDER: In determining the lowest responsible offer, the Hospital Administrator shall be guided by the following:
- a) Price of items offered.
 - b) The ability, capacity, and skill of the Bidder to perform.
 - c) Whether the Bidder can perform promptly or within the specified time.
 - d) The quality of performance of the Bidder with regards to awards previously made to him.
 - e) The previous and existing compliance by the Bidder with laws and regulations relative to procurement.
 - f) The sufficiency of the financial resources and ability of the Bidder to perform.
 - g) The ability of the bidder to provide future maintenance and services for the subject of the award.
 - h) The compliance with all of the conditions to the Solicitation.
- (X) 20. TIE BIDS: If the bids are for the same unit price or total amount in the whole or in part, the Hospital Administrator has the authority to award the bid to any one of the bidders by drawing lots in public, or to reject all such bids (GPR Section 3-202.15.2).
- (X) 21. BRAND NAMES: Any reference in the Solicitation to manufacturer's Brand Names and number is due to lack of a satisfactory specification of commodity description. Such reference is intended to be descriptive, but not restrictive and for the sole purpose of indicating to prospective bidders a description of the article or services that will be satisfactory. Bids on comparable items will be considered provided the bidder clearly states in his bid the exact articles he is offering and how it differs from the original specification.
- (X) 22. DESCRIPTIVE LITERATURE: Descriptive literature(s) of proposed item(s) that are not as specified in this solicitation must be furnished as part of the bid and must be received at the date and time set for Bid opening. The literature furnished must clearly identify the item(s) in the Bid. The descriptive literature is required to establish, for the purpose of evaluation and award, details of the product(s) the bidder proposes to furnish including design, materials, components, performance characteristics, methods of manufacture, construction, assembly or other characteristics which are considered appropriate. Rejection of the Bid will be required if the descriptive literature(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the descriptive literature(s) by the time specified in the Solicitation will require rejection of the Bid.
- (X) 23. SAMPLES: If proposed Bid item(s) are not as specified in this solicitation, sample(s) must be furnished as a part of the bid and must be received at the date and time set for Bid opening. The sample(s) should represent exactly what the Bidder proposes to furnish and will be used to determine if the item(s) offered complies with the specifications. Rejection of the Bid will be required if the sample(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the sample(s) by the time specified in the Solicitation will require rejection of the Bid.
- () 24. LABORATORY TEST: Successful bidder is required to accompany delivery of his goods with a Laboratory Test Report indicating that the product he is furnishing the Government meets with the specifications. This report is on the bidder's account and must be from a certified Testing Association (If applicable).

- (X) 25. **AWARD, CANCELLATION & REJECTION:** Award shall be made to the lowest responsible and responsive bidder, whose bid is determined to be the most advantageous to GMHA and the Government, taking into consideration the evaluation factors set forth in this solicitation. No other factors or criteria shall be used in the evaluation. The right is reserved as the interest of the Government may be required to waive any minor irregularity in bids received. The Hospital Administrator shall have the authority to award, cancel, or reject bids, in whole or in part for any one or more items if he determines it is in the public interest. Award issued to the lowest responsible bidder within the specified time for acceptance as indicated in the solicitation, results in a binding contract without further action by either party. In case of an error in the extension of prices, unit price will govern. The Government will govern. It is the policy of the Government to award contracts to qualified local bidders. The Government reserves the right to increase or decrease the quantity of the items for award and make additional award for the same type of items and the vendor agrees to such modifications and additional awards based on the bid prices for a period of thirty (30) days after original award. No award shall be made under this solicitation which shall require advance payment or irrevocable letter of credit from GMHA or the Government (GPR/GMHA PR&R Section 3-202.14.1).
- (X) 26. **MARKING:** Each outside container shall be marked with the Purchase Order number, item number, brief item description and quantity. Letter marking shall not be less than 3/4" in height.
- (X) 27. **SCHEDULE FOR DELIVERY:** Successful bidder shall notify the Guam Memorial Hospital Authority, Telephone Nos. 647-2160/2131/2165, at least twenty-four (24) hours before delivery of any item under this solicitation.
- (X) 28. **BILL OF SALE:** Successful Bidder shall render Bills of Sale for each item(s) delivered under this contract. Failure to comply with this requirement will result in rejection of delivery. The Bill of Sale must accompany the items delivered but will not be considered as an invoice for payment. Supplier shall bill the Government in accordance with the billing instructions as indicated on the Purchase Order.
- (X) 29. **MANUFACTURER'S CERTIFICATE:** Successful bidder is required, upon delivery of any item(s) under this contract, to furnish a certificate from the manufacturer indicating that the goods meet the specifications. Failure to comply with this requirement will result in rejection of delivery (if applicable).
- (X) 30. **INSPECTION:** All supplies, materials, equipment, or services delivered under this contract shall be subject to the inspection and/or test conducted by GMHA or the Government at destination. If in any case the supplies, materials, equipment, or services are found to be defective in material, workmanship, performance, or otherwise do not conform with the specifications, GMHA or the Government shall have the right to reject the items or require that they be corrected. The number of days required for correction will be determined by GMHA or the Government.
- () 31. **MOTOR VEHICLE SAFETY REQUIREMENTS:** GMHA or the Government will only consider Bids on motor vehicles which comply with requirements of the National Traffic and Motor Vehicle Safety Act of 1966 (PL. 89-563) and Clean Air Act as amended (P.L. 88-206), that are applicable to Guam. Bidders shall state if the equipment offered comply with these aforementioned Federal Laws.
- () 32. **SAFETY INSPECTION:** All motor vehicles delivered under this contract must pass the Government of Guam Vehicle Inspection before delivery at destination.

() 33. **GUARANTEE:**

a) **Guarantee of Vehicular Type of Equipment:** The successful bidder shall guarantee vehicular type of equipment offered against defective parts, workmanship, and performance, for a period of not less than one (1) year after date of receipt of equipment. Bidder shall also provide service to the equipment for at least one (1) year. Service to be provided shall include, but will not be limited to tune-ups (change of spark plugs, contact points and condensers) and lubrication (change of engine and transmission oil). All parts and labor shall be at the expense of the bidder. All parts found defective and not caused by misuse, negligence or accident within the guarantee period shall be repaired, replaced, or adjusted within six (6) working days after notice from GMHA or the Government and without cost to GMHA or the Government. Vehicular type of equipment as used in this context shall include equipment used for transportation as differentiated from tractors, backhoes, etc.

b) **Guarantee of Other Type of Equipment:** The successful bidder shall guarantee all other types of equipment offered, except those mentioned in 31a, above, against defective parts, workmanship, and performance for a period of not less than three (3) months after date of receipt of equipment. Bidder shall also provide service to the equipment for at least three (3) months. All parts found defective within that period shall be repaired or replaced by the Contractor without cost to GMHA or the Government. Repairs, adjustments or replacements of defective parts shall be completed by the Contractor within six (6) working days after notice from GMHA or the Government.

c) Compliance with this Section is a condition of this Bid.

(X) 34. **REPRESENTATION REGARDING ETHICS IN PUBLIC PROCUREMENT:** The bidder or contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a Government employee to breach any of the ethical standards and represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth on Chapter 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations/GMHA Procurement Rules and Regulations.

(X) 35. **REPRESENTATION REGARDING CONTINGENT FEES:** The Bidder or Contractor represents that it has not retained a person to solicit or secure a Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business (GPR Section 11-207).

(X) 36. **EQUAL EMPLOYMENT OPPORTUNITY:** Bidders or Contractors shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that employees are treated equally during employment without regards to their race, color, religion, sex, or national origin.

(X) 37. **RESTRICTION AGAINST SEX OFFENDERS:** If a contract for services is awarded to the bidder or offeror, then the service provider must warrant that no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of the Guam Code Annotated or of an offense defined in Article 2 of Chapter 28 of Title 9 of the Guam Code Annotated, or who has been convicted in any other jurisdiction of an offense with the same elements as heretofore defined, or who is listed on the Sex Offender Registry, shall provide services on behalf of the service provider while on Government of Guam property, with the exception of public highways. If any employee of a service provider is providing services on government property and is convicted subsequent to an award of a contract, then the service provider warrants that it will notify the government of the conviction within twenty-four (24) hours of the conviction, and will immediately remove such convicted person from providing services on government property. If the service provider is found to be in violation of any of the provisions of this paragraph, then the government will give notice to the service provider to take corrective action. The service provider shall take corrective action within twenty-four (24) hours of notice from the government, and the service provider shall notify the government when action has been taken. If the service provider fails to take corrective steps within the twenty-four hours of notice from the government, then the government in its sole discretion may suspend temporarily any contract for services until corrective actions has been taken .

(X) 38. **COMPLIANCE WITH LAWS:** Bidders awarded a contract under this Solicitation shall comply with the applicable standards, provisions, and stipulations of all pertinent Federal and/or local laws, rules, and regulations relative to the performance of this contract and the furnishing of goods.

(X) 39. **CHANGE ORDER:** Any change order issued relative to awards made under this solicitation will be subject to and in accordance with the provision of Section 6-101.03.1 of the Guam Procurement Regulations.

- (X) 40. STOP WORK ORDER: Any stop work order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101.04.3 of the Guam Procurement Regulations.
- (X) 41. TERMINATION FOR CONVENIENCE: Any termination order for the convenience of the Government issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101.10 of the Guam Procurement Regulations.
- (X) 42. TIME FOR COMPLETION: It is hereby understood and mutually agreed by and between the contractor and the Government that the time for delivery to final destination or the timely performance of certain services is an essential condition of this contract. If the contractor refuses or fails to perform any of the provisions of this contract within the time specified in the Purchase Order (from the date Purchase Order is acknowledged by vendor), then the contractor is in default. Defaults will be treated subject to and in accordance with the provisions of Section 6-101.08 of the Guam Procurement Regulations.
- (X) 43. JUSTIFICATION OF DELAY: Bidders who are awarded contracts under this Solicitation, guarantee that the goods will be delivered to their destination or required services rendered within the time specified. If the bidder is not able to meet the specified delivery date, he is required to notify the Hospital Administrator of such delay. Notification shall be in writing and shall be received by the Hospital Administrator at least twenty-four (24) hours before the specified delivery date. Notification of delay shall include an explanation of the causes and reasons for the delay including statement(s) from supplier or shipping company causing the delay. The Government reserves the right to reject delay justification if, in the opinion of the Hospital Administrator, such justification is not adequate.
- (X) 44. LIQUIDATED DAMAGES: When the Bidder or Contractor is given notice of delay or nonperformance as specified in Paragraph 1 (Default) of the Termination for Default Clause of this contract and fails to cure in the time specified, the contractor shall be liable for damages for delay in the amount of two percent (2%) of outstanding order per calendar day from date set for cure until either the Hospital reasonably obtains similar supplies or services, if the contractor is terminated for default, or until the contractor provides the supplies or services if the contractor is not terminated for default. To the extent that the contractor's delay or nonperformance is excused under Paragraph 42 (Excuse for Nonperformance or Delayed Performance) of the Termination for Default Clause of this contract, liquidated damages shall not be due the Hospital. The contractor remains liable for damages caused other than by delay (GMHA PR&R Section 6-101.09.1).
- (X) 45. PHYSICAL LIABILITY: If it becomes necessary for the Vendor, either as principal, agent or employee, to enter upon the premises or property of the Government of Guam in order to construct, erect, inspect, make delivery or remove property hereunder, the vendor hereby covenants and agrees to take, use, provide and make all proper, necessary and sufficient precautions, safeguards and protection against the occurrence of any accidents, injuries or damages to any person or property during the progress of the work herein covered, and to be responsible for, and to indemnify and save harmless the Government of Guam from the payment of all sums of money by reason of all or any such accidents, injuries or damages that may occur upon or about such work, and fines, penalties and loss incurred for or by reason of the violations of any territorial ordinance, regulations, or the laws of Guam or the United States, while the work is in progress. Contractor will carry insurance to indemnify the Government of Guam against any claim for loss, damage or injury to property or persons arising out of the performance of the contractor or his employees and agents of the services covered by the Contract and the use, misuse or failure of any equipment used by the contractor or his employees or agents, and shall provide certificates of such insurance to the Government of Guam when required.
- (X) 46. CONTACT FOR CONTRACT ADMINISTRATION: If your firm receives a contract as a result of this solicitation, please designate a person whom we may contact for prompt administration.

Name: Roy Adonay  Title: Gen. Manager, Sales & Operations

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

SPECIAL PROVISIONS, TERMS & CONDITIONS

GMHA BID NO. 026-2008

SEALED BID SOLICITATION AND AWARD

This is an "Indefinite Quantity Bid" pursuant to Section 3-501.09.2 of the Guam Memorial Hospital Authority Procurement and Regulations. The quantities reflected are initial requirements. Due to the fluctuation of patient census, these amounts may increase or decrease during the term of the bid contract. However, regardless of the fluctuation in patients, this shall be subject to the availability of funds.

1. **QUANTITIES.** Quantities specified for each item on the schedule are approximate and not guaranteed for award. Quantities are furnished to aid in determining minimum bonding requirement applicable to the bid and awarded bidder's (Contractor) immediate stock level to meet the Hospital's immediate demand. Previous year's usage and projected demands were used to forecast the annual usage shown on the schedule.
 - a) Bidders, Contractor or Vendors must be able to accept and exchange expired / spoiled products upon delivery inspection with replacement products at no cost to the Hospital.
 - b) Quantities in the bid are tentative annual projections and are subject to amendment based upon actual utilization experience and patient census.
 - c) Due to fluctuation of Hospital's Operational requirements, the quantity may increase or decrease during the life of the contract term.

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

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

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

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

5. **PERFORMANCE BOND** is not required for this bid. The Bid Bond will continue in full force and effect, and perform the function of a performance bond, until satisfactory completion of the contract.

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

7. **PRODUCT IDENTIFICATION.**
 - a) Each item must comply with Food and Drug Administration (FDA) regulation for providing a listing of ingredients and / or nutritional information with each product delivered.
 - b) Specifications are given only as a guide for description of solicited item(s).

8. **CONTRACT TERM.**

- a) The contract period is for **one (1) year and may be renewed for an additional year, not to exceed a total of two (2) years.** At the option of GMHA, this contract is subject to a semi-annual review by the Hospital Administrator for determination of the continued need for such a contract, and availability of funds.
- b) The awarded contractor's prices are to remain firm throughout the initial one year period of the contract. At the end of the first (1st) year the awarded contractor has the option to adjust their original bid price to the equivalent of the Territorial Consumer Price Index's inflation rate as compiled and published by the Economic Research Center of the Guam Department of Commerce. If CPI is not available, then the original contract price is to remain firm.
- c) and shall exercise its option to renew the contract for an additional year subject to the availability of The awarded contractor shall notify GMHA at least thirty (30) days prior to the ending of a contract year of any changes to the original contract price. If the contractor does not notify GMHA of any price changes, GMHA will assume that the original contract prices will remain firm throughout the next year funds.

NOTE: Item Numbers 7, 24, 31, 32 and 33 of the General Terms and Conditions are not applicable to this bid.

SPECIAL PROVISIONS

AFFIDAVIT OF DISCLOSURE OF MAJOR SHAREHOLDERS

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

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

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

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

EXAMPLE:

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

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

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

MAJOR SHAREHOLDERS DISCLOSURE AFFIDAVIT

TERRITORY OF GUAM)

) ss.

TAMUNING GUAM M.I.)

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

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

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

NAME	ADDRESS	PERCENTAGE OF SHARES HELD
<u>Sivalingam C. Karuppan</u>	<u>P.O. Box 4878, Hagatna</u>	<u>50%</u>
<u>Nathaniel B. Berg, M.D.</u>	<u>633 Gov. Carlos Camacho Rd.</u>	<u>50%</u>
TOTAL NUMBER OF SHARES		<u>100%</u>

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

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

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

Further, affiant sayeth naught.

Date:

5/15/08

Signature of:

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

Subscribed and sworn to before me

this 15 day of May 20 08.

Loretta M. Lujan
Notary Public

My Commission expires May 22 20 10.

LORETTA M. LUJAN
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: May 22, 2010
Suite 201 Ocean Pacific Plaza
865 S. Marine Corps Dr. Tamuning, Guam 96913

BOND NO. _____

BID BOND

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

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

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

(RESIDENT GENERAL AGENT)

INSTRUCTIONS TO PROVIDERS:

NOTICE to all Insurance and Bonding Institutions:

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

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

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

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

NON-COLLUSION AFFIDAVIT
GMHA BID

Offeror shall submit a notarized affidavit indicating the following:

Type of Service being offered: _____

Name of Offeror Firm or Individual: Teal Pacific LLC

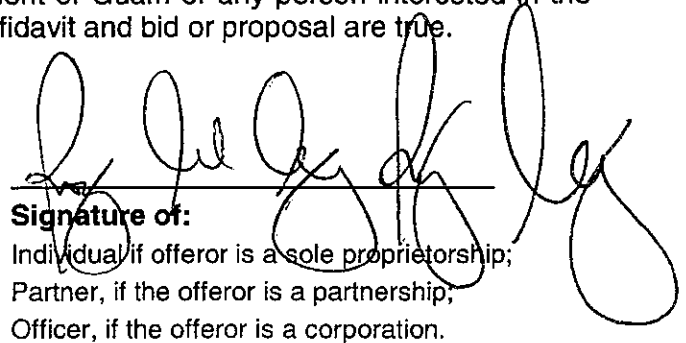
TERRITORY OF GUAM)
) ss.
HAGATNA, GUAM M.I.)

Mr. Roy Salvador Adonay, being first duly sworn, deposes and says:

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

Further, affiant sayeth naught.

Date: 5/15/08


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

Subscribed and sworn to before me
this 15th day of May 20 08.

Loretta M. Lujan
Notary Public

My Commission expires May 22 20 10.

LORETTA M. LUJAN
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: May 22, 2010
Suite 201 Orlean Pacific Plaza
865 S. Marine Corps Dr. Tamuning, Guam 96913

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

SPECIAL REMINDER TO PROSPECTIVE BIDDERS:

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

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

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

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

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

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

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

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

- () 8. **CONTRACT TERM.**
 - a) The contract period is for **one (1) year and may be renewed for an additional year, not to exceed a total of two (2) years.** At the option of GMHA, this contract is subject to a semi-annual review by the Hospital Administrator for determination of the continued need for such a contract, and availability of funds.
 - b) and shall exercise its option to renew the contract for an additional year subject to the availability of funds. The awarded contractor shall notify GMHA at least thirty (30) days prior to the ending of a contract year of any changes to the original contract price. If the contractor does not notify GMHA of any price changes, GMHA will assume that the original contract prices will remain firm throughout the next year funds.

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

I, Roy Adonay authorize representative of Teal Pacific LLC acknowledge receipt of this special reminder to prospective bidders together with GMHA Bid Invitation Number 026/2008 this 16 day of MAY, 2008 and that I have read and understand its intent and implications.


BIDDER REPRESENTATIVE'S SIGNATURE

LOCAL PROCUREMENT PREFERENCE APPLICATION

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

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

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

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

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

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

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

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

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

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

BIDDER REPRESENTATIVE'S SIGNATURE

DATE: _____

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

Guam Memorial Hospital Authority is hereby soliciting from companies to provide quotes for an X-Ray Tube for Guam Memorial Hospital General Electric LightSpeed VCT CT-Scan.

I. Specification

- Proformix Pro VCT 100 for LightSpeed VCT, VCT Select, Pro 32, and Pro 16 Scanners D3193T / D3194T
- Warranty – 12 month or 6,000 patient exams, whichever occurs first
- See attachment for detail tube specification

II. Delivery

- Vendor must delivery the tube on site within 1 week upon receipt of the Purchase Order

**GUAM MEMORIAL HOSPITAL AUTHORITY
 BID SPECIFICATIONS**

Description

	Quantity	Unit	Unit Price	Extension
1. X-Ray Tube For General Electric Lightspeed VCT CT-Scan	1	each	_____	_____
			(SEE BELOW)	

Specs:	Comments:
See attached for specs	YES
WARRANTY: - 12 month or 6,000 patient exams, whichever occurs first.	YES
Delivery: The vendor must deliver the tube on site Within one (1) week upon receipt of the purchase order.	YES
APPROVED EQUAL BIDDING ON:	
MFG: <u>GE</u>	++ Reference Products - NO SUBSTITUTE Proformix Pro VCT 100 - for LightSpeed VCT, VCT Select, Pro 32, and Pro 16 Scanners D3193T D3194T - GE Healthcare
MAKE: <u>D3193T / D3194T</u>	
BRAND: <u>VCT-CT SCAN</u>	
PLACE OR ORIGIN: <u>US</u>	
DATE OF DELIVERY: <u>7 30 DAYS</u>	
(GUAM) AFTER RECEIPT OF PURCHASE ORDER.	

BID OFFER

TOTAL BID AMOUNT: \$ SEE BELOW

BID BOND AMOUNT: \$ 39,000.00
(15% of Total Bid Amount)

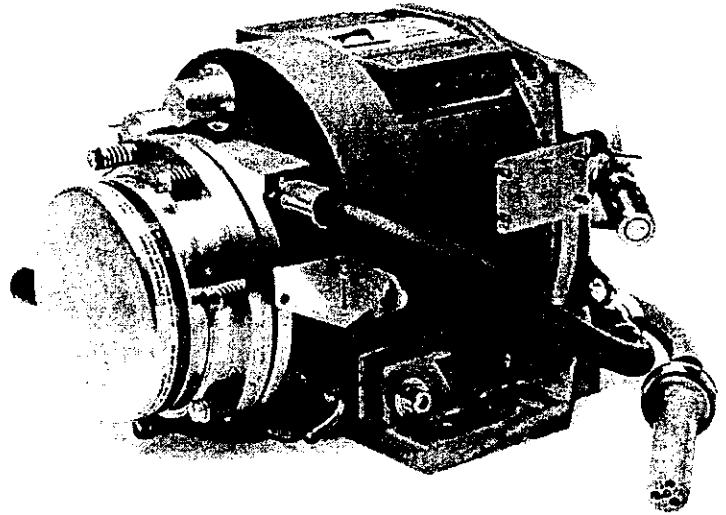
OPTION 1 = \$ 260,000.00
W/O TUBE EXCHANGE

OPTION 2 = \$ 245,000.00
W/ TUBE EXCHANGE

GE Healthcare

Performix Pro VCT 100

for LightSpeed VCT, VCT Select,
Pro 32, and Pro 16 Scanners
D3193T /D3194T



The Performix® brand of GE tubes just got better with Performix Pro VCT 100. Giving you the power to perform, the new 8 MHU, 100 kW Performix Pro VCT 100 X-ray Tube demonstrates the performance you expect from GE brand X-ray tubes. Since its celebrated product launch in 1998, as GE's first designed-for-Six-Sigma product, the Performix brand is the benchmark for CT tube performance, maximizing customer ROI, delivering leadership image quality and minimizing patient dose. Performix Pro VCT 100 delivers up to 800 mA of power, helical and axial performance to run without tube cooling delays and with small focal spots for breathtaking image resolution.

Primary Benefits:

Exceptional Image Quality:

For the most challenging examinations, Performix Pro VCT 100 delivers true capability for cardiac and pulmonary examinations. Backed by a powerful generator, Performix Pro VCT 100 delivers 800 mA (large spot) and 335 mA (small spot) at speeds as fast as 0.35 second rotation¹ for the most challenging exams, delivering state of the art leadership resolution to make even the smallest lesion and vessel assessments.

Smallest Focal Spots Translate Into Leadership Resolution:

In side-by-side product comparisons, Performix Pro VCT 100 delivers more realized power and longer scanning capability for any protocol. With smaller focal spots, customers can depend upon the highest resolution available among competitive products.

Smart Technology:

Not only is faster better, Performix Pro VCT 100 is capable of delivering the prescribed mA smartly to support Variable Speed for Cardiac, another unique GE innovation. Rotation speeds include 0.350, 0.375, 0.400, 0.425, 0.450 and 0.475 second scans¹. Performix Pro VCT 100 performance is optimized through complex algorithms and Six Sigma design rigor to deliver more power, faster and perfectly balanced for any vascular or cardiac protocol.

Leadership ROI:

The Performix Pro VCT 100 enables you to scan even more patients without tube cooling delays. With greater than 2,100 KHU/minute peak dissipation rate, Performix Pro VCT 100 handles aggressive scanning needs while delivering more scanning capability than competitive tubes and systems combinations.

Lower Patient Dose:

The Performix Pro VCT 100 leverages electron collector technology to remove off-focal electrons that cause image noise from the x-ray generating path. This results in lower patient dose and higher image contrast. GE's unique integration of tube, generator and system dose-management technologies provides customers the imaging flexibility and leadership power to meet every scanning requirement while optimizing patient care.

Advanced Tube Technology:

The long list of innovations developed and patented on Performix Pro VCT 100 further distances GE as the tubes technology leader. With twenty new patents, innovations in heat management and unique dose management technologies, the Performix Pro VCT 100 delivers a quantum leap in tube technology. From the launch of the Performix brand in 1998, GE Engineering set the benchmark in tubes technology, leading all other tubes developers with more total patents issued since 1998.

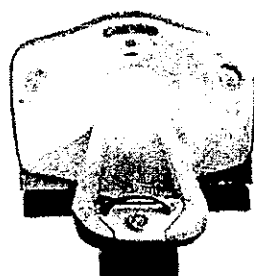
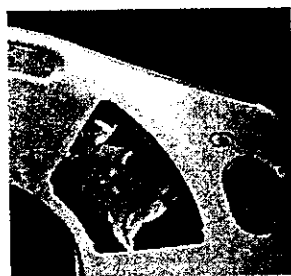
GE Tubes Just Keep Getting Better And Better:

GE's Installed Base engineering team, devoted exclusively to ongoing tube quality, drives continuing after-launch improvements that are important to customers.



Before using this document assure it is the latest revision.

D3193T/D3194T Specifications



Tube Insert Dual Focal Spots

Small Focal Spot (335 max mA)

- 0.9 x 0.7 Nominal According to Traditional Methodology ✓
- 0.7 x 0.6 per IEC 336/1993

Large Focal Spot (800 max mA)

- 1.2 x 1.2 Nominal According to Traditional Methodology ✓
- 0.9 x 0.9 per IEC 336/1993

Target Angle

Target Angle: 7 degrees

Thermal Ratings:

Anode:

- Heat storage capacity: 8,000 KHU
- Peak dissipation rate: > 2100 KHU/minute

Housing:

- Field of view: 40mm²
- Heat storage capacity: 3,230 KHU
- Continuous dissipation rate: 648 KHU/minute
- Efficient anode heat transfer eliminates inter-patient delays for demanding helical scans.
- Bearing and anode attachment method allows 0.35 second scanning and highly stable focal spots for high resolution.
- Tube performance is never limited by casing.

X-ray Tube Housing Assembly:

Anode Grounded Technology

- Maximum voltage, anode to cathode: 140 kV
- Leakage technique factor: 140kV, 57 mA

Filtration:

Minimum Al equivalent at 70 kV for the tube housing:
3.25 mm Al equivalent

Warranty:

The published warranty in effect on date of shipment shall apply. Right reserved to make changes.

Regulatory Listings:

UL, CE, MF-W.

This tube unit has been designed to meet or exceed all applicable performance standards for diagnostic x-ray equipment as stipulated by the Radiation Control of Health and Safety Act.

Helical Scan Protocols

All protocols assume 120 kVp scans under typical clinical conditions.

Single Scans: ✓

Multiple Scans: ✓

Scan Time	Max. mA	Scan Time	IGD	No. of scans	Max. mA
5 sec	745-800	5 sec	5 sec	2	685-800
10 sec	675-790			3	645-775
20 sec	600-670			4	620-750
30 sec	555-595			5	600-730
40 sec	525-540			6	580-705
50 sec	465-500			10 sec	5 sec
60 sec	305-470	3	585-625		
80 sec ³	290-430	4	540-575		
100 sec ³	280-400	5	515-540		
120 sec ³	270-380	6	490-515		
		20 sec	5 sec		
				3	310-485
				4	295-450
		30 sec	5 sec	2	305-480
				3	285-425
				4	270-395
		40 sec ⁴	5 sec	2	270-390
				3	270-390
				4	260-370
		50 sec ⁴	5 sec	2	280-205
				3	260-370
				4	230-345
		60 sec ⁴	5 sec	2	270-385
				3	245-355
				4	200-305

GE Healthcare

Waukesha, WI U.S.A.

www.gehealthcare.com

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GE Healthcare, a division of General Electric Company.

The Performix® brand and Performix Pro VCT 100 are registered trademarks of GE Healthcare.

General Electric Company reserves the right to make changes in specifications and features shown herein, or discontinue the product described at any time without notice or obligation. Contact your GE Representative for the most current information.

Notations:

¹ 0.35 and 0.375 available on VCT, VCT Select, and Pro 3P

² 40mm available on VCT, VCT Select, and Pro 32 20mm on LightSpeed Pro 16

³ 80, 100 and 120 second single scan time available on LightSpeed Pro 16 only.

⁴ 40, 50 and 60 second multiple scan time available on LightSpeed Pro 16 only.



Guam Memorial Hospital Authority Aturidåt Espetåt Mimuriåt Guåhan

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

May 7, 2008

AMENDMENT #1 FOR GMHA Bid 026-2008

VCT X-RAY TUBE FOR CT SCAN

This amendment is being issued to make an appropriate change on the opening date.

As Reads:

May 9, 2008 9:30 a.m. Cafeteria Conference Room

Change to Read:

May 16, 2008 9:30 a.m. Cafeteria Conference Room


DANIEL C. MATANANE
Administrator Supply Management

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

TECH PACIFIC

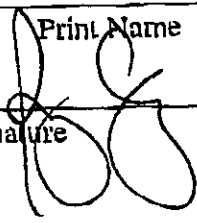
Company

BOB ADAMS

Print Name

Signature

Date

 5/7/08