



# 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

February 20, 2020

AMENDMENT #2

FOR

GMHA IFB: 006-2020 Metabolic Screening Test Services and Supplies

To all prospective bidder(s):

This amendment is issued to clarify inquiries from Oregon Health on the Bid Packet that are highlighted:

GMHA Response:

All highlighted areas in the Bid Packet that Oregon Health had mark is a "Requirement" that had been set forth as a guideline that must be adhered to and based on Guam Memorial Hospital Procurement Rules & Regulations.

Sincerely yours,

Dolores Pangelinan,  
Hospital Administrator Supply Management

ACKNOWLEDGMENT OF RECEIPT:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

# INVITATION FOR BID AWARD

**ISSUING OFFICE:**

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

**DATE ISSUED: February 05, 2020**

**GMHA IFB: 006-2020**

**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 February 19, 2020 at 2:00 pm and will be publicly opened at 2:30 pm in Facility Maintenance 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: SUPPLIES for METABOLIC SCREENING TEST SERVICES FOR NEWBORNS**

**SPECIFICATIONS:** As per attached.

**QUESTIONS ON BIDS:** See Paragraph 3, Sealed Bid Solicitation Instructions

**DESTINATION :**Guam Memorial Hospital

**REQUIRED DELIVERY DATE:** See General Terms & Conditions

**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 90 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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**AWARD:** (TO BE COMPLETED UPON AWARD)

CONTRACT NO.:

AMOUNT: \$

DATE:

ACCEPTED AS TO ITEMS NUMBERED:

CONTRACTING OFFICER:

\_\_\_\_\_  
LILLIAN PEREZ-POSADAS, MN, RN  
HOSPITAL ADMINISTRATOR /CEO

NAME AND ADDRESS OF CONTRACTOR:

SIGNATURE AND TITLE OF PERSON AUTHORIZED TO SIGN THIS CONTRACT:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**GUAM MEMORIAL HOSPITAL AUTHORITY  
SEALED BID SOLICITATION INSTRUCTIONS  
FOR INVITATION FOR IFB: 006-2020**

1. **BID FORMS:** Solicitation forms are available at a non-refundable cost of \$20.00 each set. Payments for this purpose shall be by cash, certified check or money order made payable to the Guam Memorial Hospital Authority. The content provided in the bid forms for solicitation and invitations of bids are formatted to provide adequate information to potential bidders. 26 GAR §16309(c)(2).

**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. Bids must state an estimated time for delivery of supplies or for the performance of services requested by the Solicitation.
- f) Time, if stated as a number of days, means calendar days and will include Saturdays, Sundays, and holidays beginning the day after the issuance of a Notice to Proceed. Time stated ending on a Saturday, Sunday, or Guam Memorial Hospital Authority legal holiday will end at the close of the next business day.

3. **EXPLANATION TO BIDDERS:** Any clarification or concerns desired by a bidder regarding the meaning or interpretation of the Solicitation, drawings, specifications, etc., must be submitted in writing, seven (7) calendar days before the submittal date to provide sufficient time allowed for a written reply to reach all bidders before the submission of their bids. Verbal (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 Solicitation or if the lack of such information would be prejudicial to uninformed bidders.

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

**5. SUBMISSION OF BIDS:**

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

6. **FAILURE TO SUBMIT BID:** If no bid is submitted, do not return the Solicitation packet unless otherwise specified. But do advise the issuing office 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 (GMHA Procurement Rules and Regulations § 3-202.11.1).
  - b) **Treatment:** No late bid, late modification, or late withdrawal will be considered unless received before contract award, and the bid, modification, or withdrawal would have been timely but for the action or inaction of GMHA or territorial personnel directly serving the procurement activity (GMHA Procurement Rules and Regulations § 3-202.11.2).
8. **DISCOUNTS:**
- a) Notwithstanding the fact that prompt payment discounts may be offered, such offer will not be considered in evaluating bids for award unless otherwise specified in the Solicitation. However, offered discounts will be taken if payment is made within the discount period, even though not considered in the evaluation of bids.
  - b) In connection with any discount offered, time will be computed from date of delivery and acceptance of the supplies to the destination as indicated in the purchase order or contract. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the Government check.
9. **GOVERNMENT FURNISHED PROPERTY:** No material, labor or facilities will be furnished by the Government unless otherwise provided for in the Solicitation.
10. **SELLER'S INVOICES:** Invoices shall be prepared and submitted in quadruplicate (one copy shall be marked "original") unless otherwise specified. Invoices shall be "certified true and correct" and shall contain the following information: Contract and order number (if any), item numbers, description of supplies or services, sizes, quantities, unit prices, and extended total. Bill of lading number and weight of shipment will be shown for shipments made on Government bills of lading.
11. **RECEIPT, OPENING AND RECORDING OF BIDS:** Bids and modifications shall be publicly opened in the presence of one or more witnesses, at the time, date, and place designated in the Invitation for Bids, if applicable. The name of each bidder, the bid price, and such other information as is deemed appropriate by the Procurement Officer, shall be read aloud and recorded, or otherwise made available. The names and addresses of required witnesses shall be recorded at the opening. The opened bids shall be available for public inspection except to the extent the bidder designates trade secrets or other proprietary data to be confidential as set forth in accordance with (see paragraph 12, below). Material so designated shall accompany the bid and shall be readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid. Prices, makes and models or catalogue numbers of the items offered, deliveries, and terms of payment shall be publicly available at the time of bid opening regardless of any designation to the contrary (GMHA Procurement Rules and Regulations § 3-202.12.2).
12. **CONFIDENTIAL DATA: Proprietary Information:** Offeror may designate those portions of the proposal that contain proprietary data that are confidential and are not to be released. 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 5 GCA §5426 - §5481, 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. 26 GAR 2-§16304(5), §16309(t)(1)(F).

**GUAM MEMORIAL HOSPITAL AUTHORITY  
GENERAL TERMS AND CONDITIONS  
INVITATION FOR IFB: 006-2020  
SEALED BID SOLICITATION AND AWARD**

(Only those items checked below are applicable to this Bid.)

1. (X) **AUTHORITY:** This solicitation is issued subject to all the provisions of the Guam Procurement Law 5 GCA and the Guam Memorial Hospital Authority Procurement Rules and Regulations 26 GAR -2 (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.
2. (X) **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 Guam Memorial Hospital Authority (Government) with specified services or with materials, supplies or equipment completely assembled and ready to use.
3. (X) **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.
4. (X) **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 laws. Specific information on licenses may be obtained from the Director of Revenue and Taxation.
5. (X) **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 § 6950.7 of the Guam Procurement Act (PL:16-124) and GMHA GPR&R § 1-104.
6. (X) **COMPLIANCE WITH SPECIFICATIONS AND OTHER SOLICITATION REQUIREMENTS:** Bidders shall comply with all specifications and other requirements of the solicitation.
7. (X) **"ALL OR NONE" BIDS:** By checking this item, the GMHA and the Government is requesting all of the items to be bid or none at all. The Government will not award on an itemized basis (GPRR/GMHA Procurement Rules & Regulations § 3-301.06).
8. ( ) If the Government does not require all or none bids (Paragraph 7 of these General Terms and Conditions is not checked off), but the bidder indicates on the bid that it is an all or none bid, then the Government will deem the bid submitted to be not responsive.
9. (X) **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 Government Code § 6981.
10. (X) **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.
11. (X) **BID ENVELOPE:** Envelope shall be sealed and marked with the bidder's name, bid number, time, date and place of bid opening.

12. (X) **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, 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 Guam Memorial Hospital Authority. 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 Guam Memorial Hospital Authority to show proof that the surety company named on the bond instrument is authorized by the Guam Memorial Hospital Authority 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. (26 GAR 2-§16505(1)/Public Law 27-127/GPR&R 5-303.01.1)

13. (X) 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 Guam Memorial Hospital Authority from default and thus no separate performance bond shall be required on a contract for supplies or services.(5 GCA §5212/ §5-303.01.1(GPR&R)

14. ( ) **PAYMENT BOND:** The bidder is required to furnish a payment bond satisfactory to the hospital, executed by a surety company authorized to do business in this territory or otherwise secured in a manner satisfactory to the hospital is required for all construction contracts in excess of one hundred thousand dollars (\$100,000), in the amount of one-hundred percent (100%) of the contract price. The payment bond shall be delivered by the contractor to the hospital at the same time the contract is executed. If a contractor fails to deliver the required payment bond, the contractor's bid shall be rejected, its bid security shall be enforced, and award of the contract shall be made to the next lowest bidder in accordance with §16309(n)(2). (Bid Evaluation and Award, Responsibility and Responsiveness) of these Regulations. 26 GAR 2-§16505(3)

15. ( ) The payment bond guarantees and protection for those furnishing labor and materials to the contractor or its subcontractors for work bonded.

16. ( ) **PERFORMANCE BOND REQUIREMENT:** The bidder is required to furnish a Performance Bond Cashier's Check payable to Guam Memorial Hospital Authority issued by any of the local Banks or Bonding Institution in the amount equal to (100%) 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. 26 GAR 2-§16505(2).

17. (X) **PERFORMANCE GUARANTEE:** Bidders awarded a contract under this solicitation, guarantee that goods will be delivered or required services performed within the time specified. Failure to perform the contract in a satisfactory manner may be cause for suspension or debarment from doing business with GMHA and the Government and to enforce Paragraph 12, 13, 14, 15, and 16 of these General Terms and Conditions, if applicable. In addition, the Government will hold the Vendor liable and will enforce the requirements as set forth in Paragraph 46 of these General Terms and Conditions.

18. (X) **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 Guam Memorial Hospital Authority 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 Guam Memorial Hospital Authority to conduct business in Guam. 26 GAR 2-§16309(c)(4)(G).

19. (X) 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. 26 GAR 2-§16317.

20. (X) COMPETENCY OF BIDDERS: Offers will be considered only from such Offerors who, in the opinion of the Government, can show evidence of their ability, experience, equipment, and facilities to render satisfactory service. Offeror awarded the contract shall undergo an annual evaluation of services rendered in compliance with the center for Medicare and Medicaid Services (CMS) and the Joint Commission (JC) requirements.

21. (X) STANDARD FOR DETERMINATION OF LOWEST RESPONSIBLE BIDDER (Invitation for Bid- IFB): 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.
- 26 GCA2-§16314(n)(4).

22. ( ) SELECTION OF THE BEST QUALIFIED OFFEROR (Request for Proposal – RFP): In determining the lowest responsible offer, the Hospital Administrator shall be guided by the following:

- a) The ability, capability, and skill of the Offerors to perform.
  - b) Whether the Bidder can perform promptly or within the specified time.
  - c) The quality of performance of the Bidder with regards to awards previously made to him.
  - d) The previous and existing compliance by the Offerors with laws and regulations relative to procurement.
  - e) The sufficiency of the financial resources and ability of the Offerors to perform.
  - f) Can the Offerors meet the specifications of the Request for Proposal (RFP).
- 26 GCA2-§16314(j))

23. (X) 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.

24. (X) 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.

25. (X) 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.

26. (X) 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.

27. (X) 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).

28. (X) AWARD, CANCELLATION & REJECTION. Only a, c, d and e apply to this IFB.  
Invitation for Bid (IFB): 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. 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;

Request for Proposal (RFP): The hospital Administrator or a designee of such officer shall negotiate a contract with the best qualified offeror for the required services at compensation determined in writing to be fair and reasonable 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 in 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.

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. 26 GAR 2-§16309(n) and §16316 and 16314 (l)(1).

29. ( ) 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.

30. (X) 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.

31. (X) 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.

32. ( ) 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).

33. (X) 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.

34. ( ) 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.

35. ( ) SAFETY INSPECTION: All motor vehicles delivered under this contract must pass the Guam Memorial Hospital Authority Vehicle Inspection before delivery at destination.

36. ( ) GUARANTEE:

a) Guarantee of Vehicular Type of Equipment: The successful bidder shall guarantee vehicular type of equipment offered against defective parts, workmanship, and performance, for a period of not less than one (1) year after date of receipt of equipment. Bidder shall also provide service to the equipment for at least one (1) year. Service to be provided shall include, but will not be limited to tune-ups (change of spark plugs, contact points and condensers) and lubrication (change of engine and transmission oil). All parts and labor shall be at the expense of the bidder.

All parts found defective and not caused by misuse, negligence or accident within the guarantee period shall be



repaired, replaced, or adjusted within six (6) working days after notice from GMHA or the Government and without cost to GMHA or the Government. Vehicular type of equipment as used in this context shall include equipment used for transportation as differentiated from tractors, backhoes, etc.

b) **Guarantee of Other Type of Equipment:** The successful bidder shall guarantee all other types of equipment offered, except those mentioned in 33a, above, against defective parts, workmanship, and performance for a period of not less than three (3) months after date of receipt of equipment. Bidder shall also provide service to the equipment for at least three (3) months. All parts found defective within that period shall be repaired or replaced by the Contractor without cost to GMHA or the Government. Repairs, adjustments or replacements of defective parts shall be completed by the Contractor within six (6) working days after notice from GMHA or the Government.

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

37. (X) **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. 5 GCA §5630, §5631 and 26 GAR 2-§161101 thru §161114.

38. (X) **REPRESENTATION REGARDING CONTINGENT FEES:** The Bidder or Contractor represents that 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. 26 GAR 2 §161108

39. (X) **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.

40. (X) **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 Guam Memorial Hospital Authority 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.

41. ( ) **RECITATION OF WAGE DETERMINATION:** Pursuant to 5 GCA §5211(b), the most recently issued wage determination that may be applicable to any contract awarded as a result of this solicitation is Wage Determination No. 2005-2147, Revision No. 6, issued on May 29, 2008 by the U.S. Department of Labor Employment Standards Administration Wage and Hour Division. Pursuant to 5 GCA § 5801 and § 5802, any contract awarded as a result of this solicitation shall include a provision requiring that if the contractor employs a person(s) whose purpose, in whole or in part, is the direct delivery of service contracted by the Guam Memorial Hospital Authority, to pay such employee(s), and to provide such employee(s) health and similar benefits as mandated or detailed by or in accordance with the Wage Determination for Guam and 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 Guam Memorial Hospital Authority.

42. (X) **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.

43. (X) CHANGE ORDER: Any change order issued relative to awards made under this solicitation will be subject to and in accordance with 26 GAR 2-§16601(c).

44. (X) STOP WORK ORDER: Any stop work order issued relative to awards made under this solicitation will be subject to and in accordance with 26 GAR 2-§16601(d).

45. (X) 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 26 GAR 2-§16601(j).

46. (X) 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 26 GAR 2-§16601(h).

47. (X) 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.

*Doesn't apply*  
48. (X) LIQUIDATED DAMAGES: When the Bidder or Contractor is given notice of delay or nonperformance as specified in Paragraph 1 (Default) of the Termination for Default Clause of this contract and fails to cure in the time specified, the contractor shall be liable for damages for delay in the amount of two percent (2%) of outstanding order per calendar day from date set for cure until either the Hospital reasonably obtains similar supplies or services, if the contractor is terminated for default, or until the contractor provides the supplies or services if the contractor is not terminated for default. To the extent that the contractor's delay or nonperformance is excused under Paragraph 43 (Excuse for Nonperformance or Delayed Performance) of the Termination for Default Clause of this contract, liquidated damages shall not be due the Hospital. The contractor remains liable for damages caused other than by delay. 26 GAR 2-§16601(i).

49. (X) PHYSICAL LIABILITY: If it becomes necessary for the Vendor, either as principal, agent or employee, to enter upon the premises or property of the Guam Memorial Hospital Authority 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 Guam Memorial Hospital Authority 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 Guam Memorial Hospital Authority 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 Guam Memorial Hospital Authority when required.

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

SPECIAL PROVISIONS, TERMS & CONDITIONS  
GMHA IFB NO: 006-2020  
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.

**Only those items checked below are applicable to this Bid.**

(X) **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.

- a) Bidders, Contractor or Vendors must be able to accept and exchange damaged 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.

(X) **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.

(X) **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).

(X) **DELIVERY:** See General Terms and Conditions. Paragraph: 46.

(X) **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.

(X) **EXEMPTIONS.**

- a) The Hospital reserves the right to take bids separately if a particular quantity requirement arises exceed 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 maybe available that can satisfy the need.

(X) CONTRACT TERM:

This 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.

The awarded contractor price are to remain firm throughout the initial one year period of the Contract. At the end of the first (1<sup>st</sup>) 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, the original contract price is to remain firm.

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. GMHA will assume that the original contract prices will remain firm throughout the next year funds, if the contractor does not notify GMHA of any price changes.

## LOCAL PROCUREMENT PREFERENCE APPLICATION

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
BIDDER REPRESENTATIVE'S SIGNATURE

DATE: \_\_\_\_\_

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

**BIDDER:** \_\_\_\_\_



**AFFIDAVIT re NON-COLLUSION**

CITY OF \_\_\_\_\_ )  
                  )ss.  
ISLAND OF GUAM            )

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

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

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

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

\_\_\_\_\_  
Signature of one of the following:

Offeror, if the offeror is an individual;  
Partner, if the offeror is a partnership;  
Officer, if the offeror is a corporation.

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires \_\_\_\_\_, \_\_\_\_\_.





**AFFIDAVIT re ETHICAL STANDARDS**

CITY OF \_\_\_\_\_ )  
 )ss.  
ISLAND OF GUAM )

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

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

\_\_\_\_\_  
Signature of one of the following:

Offeror, if the offeror is an individual;  
Partner, if the offeror is a partnership;  
Officer, if the offeror is a corporation.

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires

AFFIDAVIT re CONTINGENT FEES

CITY OF \_\_\_\_\_ )  
                  )ss.  
ISLAND OF GUAM                    )

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

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

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).

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).

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 \_\_\_\_\_, 201

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires

**NOTICE TO ALL BIDDERS:**

The Bid Bond, Performance Bond and Payment 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.

**BID BOND**

BOND NO. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS that \_\_\_\_\_ as Principal, hereinafter called the Principal, and (Bonding Company) \_\_\_\_\_ duly admitted insurer under the laws of the 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) \_\_\_\_\_

(RESIDENT GENERAL AGENT) \_\_\_\_\_

(MAJOR OFFICER OF SURETY) \_\_\_\_\_

(TITLE) \_\_\_\_\_

\_\_\_\_\_

**GUAM MEMORIAL HOSPITAL AUTHORITY  
INVITATION FOR BIDGMHA BID: 006-2020**

**SPECIAL REMINDER TO PROSPECTIVE BIDDERS**

Bidders are reminded to read the Sealed Bid Solicitation Instructions and the General Terms and Conditions attached this Invitation for Bid to ascertain that all the following (see boxes checked) requirements of the bid proposal are submitted in the bid envelope at the date and time for bid proposal submission.

- 1. Statement of Qualifications and performance data including resume of principles and key Personnel of firm.
- 2. Certification of qualification of all personnel to train the trainee on-island and to provide an on-site training to Pharmacy and Bio-Med personnel, including Certificate of Completion.
- 3. Schedule of training by the Trainer should reflect based, on the request of the end users on page 29 of 30.
- 4. List of references similar in scope and size of the required services in this invitation for bid for which the firm substantially performed as the prime services.
- 5. Organization chart showing principles and key personnel assigned to perform the services.
- 6. Affidavit Disclosing Ownership and Commissions (form attached -AG002) 26 GAR Div 2 §16309
- 7. Affidavit - Non Collusion Form (form attached) 5 GCA §5246
- 8. Affidavit re No Gratuities or Kickbacks (form attached) 26 GAR Div 2 §161107
- 9. Affidavit re Ethical Standards (form attached) 26 GAR Div 2 §161103
- 10. Declaration re Compliance with U.S. DOL Wage Determination (Form E) (form attached) 5 GCA §5801 and §5802  
**(Note: The latest wage determination must be submitted along with this form.)**
- 11. Affidavit re Contingent Fees (form attached) 26 GAR Div 2 §161108
- 12. Bid Bond.
- 13. Payment Bond and Performance Bond will be required upon award.
- 14. Copy of current Business License or Contractors License
- 15. Local Procurement Preference.

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

I \_\_\_\_\_, an authorized representative of \_\_\_\_\_ acknowledges receipt of this special reminder to prospective bidders together with GMHA IFB 00-2019 this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and that I have read and understand its intent and implications.

\_\_\_\_\_  
BIDDER REPRESENTATIVE'S SIGNATURE

5 GCA §5212, §5303 - §5304 and 26 GAR 2-§16309(c)(3), (c)(4)(G).

Guam Memorial Hospital Authority (GMHA) is the only Public Hospital and has determined it does not have personnel or resources to perform the Newborn Metabolic Screening Services. And Mandated by Public Health Law that "All" newborn born on U.S. Soil must be tested. GMHA is soliciting and in need of a qualified Clinical Laboratory with a current CLIA/CMS certification of Accreditation to provide the required services to be performed under contract.

**REQUIRED SCOPE OF SERVICES:**

- A. Provide current CLIA/CMS certification and (FDA registration if required), inclusive of HIPAA compliance practices.
- B. Supply valid test kits (Blood Spot Filter Paper Collection Kits) adequate for ALL testing listed in the required scope of services with reasonable Turn-around-times.
- C. Provide qualified and trained personnel and certified/licensed facilities to perform the services described.
- D. Printed reports must be faxed and/or mailed and are to include test name, reference ranges and other applicable information necessary for clear interpretation
- E. Contractor must provide for communication via a toll-free number or collect telephone call to provide client services support in reference to test inquiries. Contractor's lab director and personnel shall provide consultation regarding performance results and methodological/clinical interpretation of lab results.
- F. Provide a listing of Critical Results/Values and ensures notification in a timely manner
- G. Provide for repeat testing of abnormal or questionable tests at no charge to the Hospital.
- H. Delineate the manner in which specimens will be picked up from GMHA Laboratory and transported to Reference Laboratory. Example: Pre-addressed paid envelopes for testing site.
- I. Performs at least 75% of the referred lab tests at their facility. For tests that are further referred, the referral laboratory must demonstrate current CAP accreditation, CLIA certification and FDA registration or licensure for blood establishments (for blood donor test services) – Maintaining of Quality Assurance practices (Proficiency Testing, Quality Control, etc.)
- J. Provide itemized billing statement monthly in electronic format, to include date of service, name of patient, patient identifier (patient number and/or date of birth), test performed, test charges.
- K. Provide complimentary literature including clinical updates and special bulletins and other information relating to diagnostic test methodologies and clinical relevance or results.

- L. Education and Training upon request by GMHA.
- M. Disclosure to GMH authorities of any revocation or suspension of accreditation and/or CMS certification within the previous five years as well as for the duration of contract.
- N. LIST OF TEST CARDS BELOW:

*Newborn Screen Testing – Test Cards to include the following testing:*

1. Phenylalanine (PKU)
2. Congenital Adrenal Hyperplasia (CAH)
3. Hypothyroidism
4. Biotinidase Deficiency
5. Hemoglobinopathies
6. Galactosemia
7. Cystic Fibrosis
8. Amino Acidemias
9. Organic Acidemias
10. Fatty Acid Oxidation Disorders

*\*\* Volume approximately 2400 orders per year*

**TOTAL BID OFFER: \$** \_\_\_\_\_

**BID BOND (15%): \$** \_\_\_\_\_  
(Total bid offer)