

**GUAM MEMORIAL HOSPITAL AUTHORITY
850 GOV. CARLOS G. CAMACHO ROAD
TAMUNING, GUAM 96913
PHONE: 671-647-2165
EMAIL: materials.mgmt@gmha.org**

TRANSMITTAL SHEET

TO: Prospective Bidder
FROM: Hospital Material Management Administrator
DATE: November 18, 2025
SUBJECT: **GMHA RFP-001-2026 Revenue Cycle Management (RCM) Services
Amendment No.1**
PAGES: 6 including cover sheet

NOTES:

An acknowledgement via a return email would be appreciated as soon as possible.

DATE / VENDOR ACKNOWLEDGEMENT

FACSIMILE CONFIDENTIALITY NOTICE

These documents accompanying this transmission contain confidential information that is legally privileged. This information is intended only for the use of the individual or entity named above. The authorized recipient of this information is prohibited from disclosing this information to any other party unless required to do so by law or regulation and is required to destroy the information after its stated need has been fulfilled.

If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or action taken in reliance on the contents of these documents is strictly prohibited. If you have received this information in error, please notify the sender immediately and arrange for the return or destruction of these documents.



GUAM MEMORIAL HOSPITAL AUTHORITY

ATURIDĀT ESPETĀT MIMURIĀT GUĀHĀN

850 Governor Carlos Camacho Road, Tamuning, Guam 96913
Operator: (671) 647-2330 or 2552 | Fax: (671) 649-5508



November 18, 2025

**AMENDMENT #1
FOR
GMHA RFP 001-2026**

REVENUE CYCLE MANAGEMENT SERVICES

This amendment is being issued to replace the following pages of the reference RFP and to an application listed below:

Please replace the following pages with the attached:

Page 14 of 97
Page 37 of 97
Page 83 of 97

Also, required for submission with your package is the following application which is added to this amendment:

POLICY IN FAVOR OF WOMEN-OWNED BUSINESS APPLICATION

Please acknowledge receipt of this amendment by signing and sending back to Materials Management by fax at 671-649-3640 or email to materials.mgmt@gmha.org.

If you have any questions, please feel free to address your letter to Lillian Perez-Posadas MN, RN, and fax to the Materials Management Office at 671-649-3640 or email to the materials.mgmt@gmha.org

Sincerely,

DOLORES PANGELINAN
Hospital Materials Management
Administrator, Acting

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

Company

Print Name

Signature

Date

that such cancellation is necessary, GMHA will timely inform contractor of the cancellation for lack of funds and contractor will be reimbursed the unamortized reasonably incurred, nonrecurring costs. However, such cancellation does not affect either party's rights under an applicable termination clause.

1.17 CONTRACT/AGENCY RELATIONSHIP

As the awarded offeror, the individual or company shall provide the services required herein strictly under the contractual relationship with GMHA and is not, nor shall be, construed to be an agent or employee of GMHA. As the awarded offeror, the individual or company shall pay any and all applicable taxes required by law and shall comply with all pertinent federal and local statutes. Benefits for employees and subcontractors shall be the responsibility of the individual or company including, but not limited to, health and life insurance, mandatory social security, retirement, liability/risk coverage, and workers and unemployed compensation.

The awarded offeror shall hire, compensate, supervise, and terminate members of its work force, and shall direct control the manner in which work is performed including conditions under which individuals will be assigned duties, how individuals will report, and the hours individuals will perform.

Prior to commencing work, the awarded offeror will be required to sign a written contract incorporating the specifications and terms of the RFP and response thereto. Any contract awarded as a result of the RFP shall begin on or about the date upon the signature of the Hospital Administrator/CEO on the contract. The renewal option shall be exercised only if all original contract terms, conditions, and prices remain the same or changes have been authorized by GMHA. The initial contract term is for a one-year period (FY 2026), with an option to renew for additional one (1) year terms. The contractual obligation of both parties in each fiscal period succeeding the first is subject to the appropriation and availability of funds therefore.

The RCM Services provider shall not be exclusively bound to GMHA and may provide professional services to other private and public entities as long as it is not in direct conflict and does not provide a conflict of interest with the services to be performed for GMHA as specified in this RFP.

1.18 ASSIGNMENT

The individual or company shall not assign, transfer, convey, sublet, or otherwise dispose of any award or of any of its rights, title, or interests therein.

1.19 GOVERNING LAWS

Except to the extent federal law is applicable, the laws and regulations of Guam shall govern the interpretation, effect, and validity of any contract resulting from this RFP. Venue of any court action shall be in Guam. In the event that a suit is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

Any dispute arising under or out of this RFP and/or contract is subject to the provisions of Title 2 Guam Administrative Rules and Regulations, Division 4 (Procurement Regulations), Chapter 9 (Legal and Contractual Remedies); Title 5 Guam Code Annotated, Chapter 5 (Guam Procurement Law), Article 9 (Legal and Contractual Remedies); and any other applicable laws, statutes, or regulations.

a pre-condition for award and entering into contract with GMHA. In the event an offeror is not licensed to do business in Guam and is selected for the award, the offeror must obtain all necessary Guam licenses within thirty (30) days of the selection notification. Specific information on Guam licenses may be obtained from the Guam Department of Revenue and Taxation (www.guamtax.com).

[X] 14. Policy in Favor of Women-Owned Business Application

Failure to comply with any of the requirements above 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 _____
acknowledge receipt of this special reminder to prospective Offerors together with Request for
Proposal Number RFP # _____ this _____ day of _____, 20____ and that I have
read and understand its intent and implications.

OFFEROR REPRESENTATIVE'S SIGNATURE

SECTION 18
GOVERNING LAW AND JURISDICTION

Except to the extent United States federal law is applicable, the validity of this contract and of any of its terms or provisions, as well as the rights and duties of the parties to this contract, shall be governed by the laws of Guam. CONTRACTOR hereby expressly consents to the jurisdiction and venue of Guam with respect to any protest or dispute resolution, and the forum of the courts of Guam with respect to any and all claims which may arise by reason of this Agreement, except as otherwise may be provided by Guam Procurement Law. CONTRACTOR waives any and all rights it may otherwise have to contest the same or to proceed with any claims arising by reason of this Agreement in a different jurisdiction, forum, or venue.

SECTION 19
GOVERNMENT NOT LIABLE

- A. GMHA assumes no liability for any accident or injury that may occur to CONTRACTOR, its agents, dependents, or personal property while in execution of duties under this contract.
- B. GMHA shall not be liable to CONTRACTOR for any services performed by CONTRACTOR prior to the approval of this Agreement and CONTRACTOR hereby expressly waives any and all claims for compensation for acts performed in expectation of this contract prior to its approval by the Hospital Administrator/CEO.

SECTION 20
ASSIGNMENT OF AGREEMENT

It is expressly acknowledged that CONTRACTOR is solely responsible for the fulfillment of its duties and obligations under this Agreement, regardless of whether or not CONTRACTOR utilizes one or more subcontractors for such purpose. The right and interest of CONTRACTOR under this Agreement (including, but not limited to, CONTRACTOR's right to or interest in any part of or all payments under this Agreement) may not be assigned, transferred or subcontracted to any other person, firm, corporation or other entity, whether by agreement, merger, operation of law or otherwise, without the prior, express written consent of GMHA. In the event of a permissive subcontract or assignment of this Agreement by CONTRACTOR, CONTRACTOR agrees that any subcontractors retained by CONTRACTOR or assignees shall be subject to all provisions of this Agreement.

SECTION 21
SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, assigns and transferees, except as otherwise provided for under the terms of this Agreement.

SECTION 22
ATTORNEY'S FEES PROVISION

If GMHA retains an attorney or attorneys to enforce any of the provisions of this Agreement, or to protect its interest in any matter arising under this Agreement, or to recover damages for the breach thereof, or GMHA commences an action for any of the foregoing reasons or to resolve any dispute relating to this Agreement, and GMHA prevails, then GMHA shall be entitled to recover from CONTRACTOR GMHA's reasonable attorney's fees, cost and expenses incurred in connection with any such action. If CONTRACTOR retains an attorney or attorneys regarding this Agreement, any recovery of attorney's fees,

POLICY IN FAVOR OF WOMEN-OWNED BUSINESSES APPLICATION

To determine whether the women-owned business procurement preference set forth in the Procurement Law 5 GCA § 5013 ("Policy in Favor of Women-Owned Business") applies to your bid, please place a check mark or an "X" on the block to confirm the factual circumstances that apply to your business:

- ☐ Licensed to do business in Guam; and
- ☐ Maintains headquarters in Guam; and
- ☐ Bidder is at least fifty-one percent (51%) owned by women, who manage day-to-day operations and make long-term decisions; and
- ☐ A Certification that the business concern is certified as a Women-Owned Small Business (WOSB) or an Economically Disadvantaged Women-Owned Small Business (EDWOSB) by the U.S. Small Business Administration is submitted with this application; and
- ☐ The owners of the business concern has (have) filed individual tax returns on Guam for a period of at least three (3) consecutive years.

Select One:

☐ _____ [Bidder's Name] ("Bidder"), has read the requirements of the Women-Owned Business Preference, and does affirm that it qualifies and elects to be given this preference for the above referenced IFB, by submitting this application; Bidder understands that GMHA will review this application and provide Bidder with a determination on whether the preference will be applied to this IFB.

☐ _____ [Bidder's Name] ("Bidder") has read the requirements of the Women-Owned Business Preference, and does not wish to apply for this preference for this IFB.

Date: _____

By: _____

Name: _____

Note: Bidders that do not submit this form will not be considered for the Women-Owned Business Preference. Non-submission of this form is not a basis for rejection of the bid. GMHA reserves the right to require Bidder to submit additional information to confirm the information in this application.