

**GUAM MEMORIAL HOSPITAL AUTHORITY
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TAMUNING, GUAM 96913
PHONE: 671-647-2165
EMAIL: materials.mgmt@gmha.org**

TRANSMITTAL SHEET

TO: Prospective Bidder
FROM: Hospital Materials Management Administrator
DATE: April 29, 2024
SUBJECT: **GMHA IFB 007-2024 Removal and Replacement of Emergency
Department AHU and Installation of DOAS
Amendment No.2**
PAGES: 10 including cover sheet

NOTES:

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

DATE / VENDOR ACKNOWLEDGEMENT

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GUAM MEMORIAL HOSPITAL AUTHORITY

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AMENDMENT #2 FOR

IFB 007-2024 - Removal and Replacement of Emergency Department Air Handling Unit (AHU) and Installation of a Dedicated Outside Air Supply (DOAS) Project

This amendment is in response to clarifications received from Elohim, JWS Guam and Dylan Mechanical that required responses from GMHA Facilities Maintenance for RFI# 1-19:

1. **Question:** a) Clarification: The new AHU and DOAS are to be provided by GMHA.
b) The new AHU is the one located at the next room shown to us.
c) Is the DOAS already available?
Response: a) Yes, are provided by GMHA.
b) Yes, units currently stored in storage area
c) Yes, readily available.
2. **Question:** Please send us the other materials list needed for the replacement.
Response: The AHU and The DOAS is the only Equipment GMHA is OFCI and the rest of the materials to install and render it operational and commission is by contractor.
3. **Question:** You mentioned about the catwalk. How do you want it?
Response: Refer to PDF drawings sheets attached.
4. **Question:** May we know how much is the cost of the new AHU and DOAS?
Response: Bid is for removal and installation. All AHU and DOAS supplied by GMHA.
5. **Question:** Clarification: a) Project work is only at the place where we had our site visit.
b) There's no work to be done inside the emergency area.
Response: a) Yes, that is the only place as visited and shown in the plan.
b) No, there is no work inside the emergency department.
6. **Question:** Can we ask for the data specs of the new AHU and DOAS?
Response: We will provide.
7. **Question:** Please confirm if all materials are required to be BAA compliant?
Response: Yes, please see attached.
8. **Question:** Please confirm if all exposed supply and return duct are to be replace.
Response: Yes, all exposed supply and return duct are to be replaced and stainless steel.
9. **Question:** Please confirm if there are any other isolation valves for the chill water other than the ones located in the AHU-2 mechanical room.
Response: Yes, located at 1st floor elevator lobby.
10. **Question:** Please confirm the maximum down time allowed for AHU-2.

Response: Five days. However, as discussed contractor is to provide a backup unit so operation in the ED is not affected from the start, during the removal, and commissioning of the new unit.

11. **Question:** Please clarify the routine maintenance service for 1 year. Is this to be done quarterly?

Response: Yes, this is done quarterly.

12. **Question:** Please clarify warranty requirements for the AHU and DOAS as it is provided by GMHA. We can only warranty our workmanship.

Response: While unit is OFCI contractor is to assure that unit is commissioned accordingly and must coordinate with Carrier for their services and pay for.

13. **Question:** a) The requirement completion date is Thirty (30) Calendar Days.

b) Some materials, especially if BAA is required, are not available on island. Shipping may take more than 30 days to arrive on island, is there possible extension of the completion date?

Response: a) Yes, from Notice to proceed (NTP).

b) We can still stick to the 30 days for the completion of the main project and give 45 days after the 30 days for the catwalk completion.

14. **Question:** Please identify or locate power supply for temporary cooling unit.

Response: Vendor is to use power of existing AHU to be replaced.

15. **Question:** Please provide existing AHU-2 submittals.

Response: GMHA will provide.

16. **Question:** Does the OSA duct intake from the intake to DOAS2 need to be insulated? What are the insulation specifications?

Response: Yes, GMHA will provide.

17. **Question:** What is the budget for this contract scope of work?

Response: Budgeted amount is estimated about \$100,000.00 - \$290,000.00.

18. **Question:** When are bids due? Any extensions?

Response: Friday, 5/10/2024 at 10:00 a.m. (Extension)

19. **Question:** a) Is the bidding contractor expected to subcontract to Carrier for the DDC materials, hardware, software and programming?

b) DDC shop drawing production and approval and delivery of materials and hardware will take longer than the entire 30-day schedule duration allowed for the entire project.

c) Please consider owner furnished and installed DDC system to meet 30-day schedule. Owner should be responsible for Carrier's single source cost, schedule and performance.

Response: a) GMHA will consider, contractor to ask and get Carrier feedback.

b) Contractor to coordinate with Carrier.

c) GMHA will consider, contractor to ask and get Carrier feedback.

Please acknowledge receipt of this amendment by signing and sending back to Materials Management by email to materials.mgmt@gmha.org.

If you have any questions, please feel free to address your letter to Dustin B. Prins, DPM, MBA, FACFAS, CWSP Acting Hospital Administrator / CEO, and to the Materials Management Office by email to materials.mgmt@gmha.org.

Sincerely;



DOLORES PANGELINAN

Hospital Materials Management Administrator

ACKNOWLEDGMENT:

PRINT NAME

SIGNATURE

DATE

- **Buy American** requirements apply to direct purchases by the U.S. federal government valued at more than US \$10,000.
- **Buy America** requirements apply to purchases of iron, steel and other manufactured products permanently incorporated into infrastructure projects. Further, these projects must be undertaken by U.S. states and municipalities with funds issued by certain U.S. federal departments and agencies.
- These departments and agencies are: The U.S. Environmental Protection Agency (EPA), the U.S. Federal Transit Administration (FTA), the U.S. Federal Highway Administration (FHWA), the U.S. Federal Railroad Administration (FRA), Amtrak and the U.S. Federal Aviation Administration (FAA).

The 1933 Buy American Act

The *Buy American Act* applies to all U.S. federal government agency purchases of goods (articles, materials, or supplies) valued over the U.S. micro-purchase threshold (currently set at US\$10,000). When purchased by federal entities for public use, the *Act* requires that these goods be produced in the U.S.

To be considered as being produced in the U.S., goods must be manufactured in the U.S. and at least 50% of the cost of their components must come from the U.S.

There are exceptions to Buy American requirements. Waivers can be granted for the public interest, or if the cost of U.S. products is unreasonable compared to equivalent foreign products.

Waivers may also be granted if products are not produced in the U.S. in sufficient and reasonably available commercial quantities of satisfactory quality. For more information, please see Exceptions and Waivers.

Buy American requirements do not apply to Canada for U.S. federal purchases covered by the revised World Trade Organization *Agreement on Government Procurement* (WTO GPA), to which Canada, the U.S. and 46 other countries are Parties (see below).

When bidding on U.S. federal procurements covered by these agreements, Canadian suppliers benefit from the same treatment as American suppliers.

Trade Agreement Act

Companies regularly engage the Whay Law Firm to assist with determining whether its products are compliant with the Trade Agreements Act. A compliance determination is fact specific to each product. In order to provide an opinion regarding compliance, we will need information regarding the product's manufacturing process, the locations of manufacturing, a list of its components, the country of origin for its components (and sometimes parts), and other requested information. We rely upon agency guidance and applicable case law from a variety of sources (e.g. U.S. Customs) in making a determination of compliance for your products.

Below is a brief overview of the Trade Agreements Act. Although the requirement may at first appear straightforward, it is a complicated and nuanced law that can cause significant financial

loss to companies that violate it. Before bidding as a prime contractor or a subcontractor for a U.S. Government contract, please make sure you understand the requirements and make the appropriate representations regarding your compliance.

The United States is a signatory to the World Trade Organization Government Procurement Agreement. The agreement is codified into U.S. law as the Trade Agreements Act ("TAA") and is implemented at FAR 52.225-5. The TAA allows the President to waive Buy American Act ("BAA") requirements for certain goods from designated countries. To the extent a procurement is subject to the TAA, the BAA would not apply.

As of 2014, the TAA applies to many, but not all, procurement for goods and services at or above \$204,000, or construction procurements at or above \$7,864,000. Even if a procurement is at or above the threshold, the TAA does not apply to (1) acquisitions set aside for small businesses; (2) acquisitions of arms, ammunition, or war materials, or purchases indispensable for national security or for national defense purposes; (3) acquisitions of end products for resale; (4) acquisitions from Federal Prison Industries, Inc., or Nonprofit Agencies Employing People Who Are Blind or Severely Disabled; (5) other acquisitions not using full and open competition; and (6) certain services listed in FAR 25.401(b). If the TAA does not apply, then the BAA is applicable.

Procurements subject to the TAA require that all products qualify as U.S. made or designated country end products. Unlike the BAA which allows offers for non-domestic end products based upon price reasonableness, the TAA generally does not allow non-TAA compliant products to be purchased if compliant products are offered.

In order to qualify as a U.S.-made or designated country end product, the product must be manufactured in the United States or the designated country, or the product must be substantially transformed in the United States or the designated country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. Country of origin under the TAA is the country in which the end product was last "substantially transformed." Unlike the BAA, the "substantial transformation" test of the TAA does not depend upon the relative value of the components. As such, a product which is TAA compliant, may not be BAA compliant.

Exceptions and waivers Requirements:

If a U.S. procurement is covered by the obligations of the U.S. *vis-à-vis* Canada as part of the revised WTO Agreement on Government Procurement (GPA), Canadian suppliers may bid on the procurement despite applicable Buy American and Buy America requirements, without the need to seek a waiver.

When procurements are not covered by trade agreements, the applicable Buy American or Buy America requirements may be waived to allow the use of non-U.S. goods. Generally, waivers may be granted when:

- the use of a U.S. product is impractical or inconsistent with the public interest; or
- the product is not mined, produced, or manufactured in the U.S. in sufficient and reasonably available commercial quantities of a satisfactory quality; or
- the use of a domestic product would lead to an unreasonable increase of the **total cost** of the project.

Waiver requests and reviews are posted on the U.S. Federal Register.

Each U.S. federal department and agency has its own specific rules for the issuance of waivers; Canadian suppliers should always refer to these specific rules. See below for an example from the Federal Transit Authority (FTA).

- Canadian firms should ensure their sales personnel in Canada and the U.S. are aware of Buy American and Buy America requirements and how they apply.
- In several cases, U.S. distributors have cancelled orders upon realizing that waivers would be needed to use a Canadian product.
- Suppliers should be ready to explain the rules to potential buyers and contractors. Most of all, Canadian representatives should do all they can to make the waiver process as straightforward as possible.