



LBJ Tropical Medical Center
PO Box LBJ
Pago Pago, American Samoa 96799



REQUEST FOR PROPOSAL
(RFP) FOR
LBJ NEW CT SCAN ROOM RENOVATION DESIGN-BUILD PROJECT

Project #: RFP No. LBJ24.16

Issuance Date: Wednesday, October 23, 2024

Closing Date: Friday, November 22, 2024

Closing Time: 2:00 PM – AS Time

APPROVED FOR ISSUANCE BY:

Sefanaia Kaumaitotoya
LBJ Chief Procurement Officer

Notice to Offerors

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REQUEST FOR PROPOSALS
LBJ NEW CT SCAN ROOM RENOVATION DESIGN-BUILD PROJECT

INTRODUCTION

The American Samoa LBJ Tropical Medical Center Authority invites you to submit a proposal for the LBJ NEW CT SCAN ROOM RENOVATION DESIGN-BUILD Project in the village of Fagaalu. This project is part of LBJ's effort to improve the medical postmortem services in the Territory of American Samoa and is locally funded. The selected Offeror must provide a proposal that completely addresses all the requirements stated in the scope of work for this project.

A complete RFP package may be picked up from the LBJ Procurement Office located at the LBJ Procurement Office inside the Fagaalu LBJ campus. You may also view this RFP online at LBJ's website, <https://lbtmc.org>. For more information about this RFP, please contact the following person(s):

Frederick Ledoux

Director of Purchasing & Supply Chain

Phone: 684-633-1222 Ext. 171

email: frederick.ledoux@lbj.as

Shawn Togia

Procurement & Contract Specialist

Phone: 684-633-1222 ext. 176

email: shawn.togia@lbj.as

The LBJ Tropical Medical Center Authority reserves the right to:

1. Reject all proposals and reissue a new or amended RFP;
2. Meet and/or correspond with individual Offerors at any time to gather additional information;
3. Select a firm for award based on other qualifications than "least cost" (e.g., capability to complete work in a timely fashion or proven technical capabilities)
4. Negotiate a contract with the Offeror that is selected for award;
5. Not award a contract, if it is in LBJ's best interest not to proceed with contract execution;
6. Waive any non-materials violations of rules set up in this RFP at its sole discretion.

SIGNIFICANT DATES

PROPOSAL ADVERTISEMENT & ISSUANCE	Wednesday, October 23, 2024
PRE-PROPOSAL MEETING (MANDATORY) 1:00 PM – American Samoa Time LBJ Engineers Conference Room	Wednesday, November 06, 2024
Deadline for submitting questions and/or clarifications.	Thursday, November 14, 2024
PROPOSAL SUBMITTAL CLOSING DATE 2:00PM – American Samoa Time Late submittals will not be opened or considered and will be determined as non- responsive.	Friday, November 22, 2024

Dates are subject to change at LBJ's discretion. Any change to the dates and times will be confirmed via an Addendum and available on LBJ's website (<https://lbjtmc.org>).

GENERAL TERMS & CONDITIONS

I. PROPOSAL DOCUMENTS

Proposal documents including plans and specifications may be obtained from the LBJ Procurement Office located in Fagaalu. Offerors must submit qualifications documents together with their proposal package. LBJ reserves the right to reject or eliminate any proposal from the process if the Offeror does not meet minimum qualifications.

II. SUBMITTALS

Offerors must complete and submit all the requirements listed in the “RFP Submission Checklist”

III. SINGLE POINT OF CONTACT/NO CONTACT PROVISION

From the date this solicitation is issued until selection is finalized by LBJ, Offerors are not allowed to communicate with any LBJ staff, officers or officials regarding this solicitation, except at the direction of LBJ’s Chief Procurement Officer (CPO) or the designee. If unauthorized contact is made and the CPO or their designee determines the context gives the Offeror an unfair advantage, the Offeror will be disqualified from the solicitation. All inquiries pertaining to this RFP should be directed to the single point of contact listed below:

Frederick Ledoux
Director of Purchasing & Supply Chain
Phone: 684-633-1222 ext. 171
email: frederick.ledoux@ljb.as

IV. CLARIFICATIONS AND ADDENDATO THE RFP

It is incumbent upon each respondent to carefully examine this RFP. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information shall be made in writing via email through the Procurement Manager. LBJ shall not be responsible for any oral representation(s) given by any employee, representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given.

Offerors will be required to send a signed “Receipt of Addenda” to LBJ for each addendum that may be issued.

If it becomes necessary to revise or amend any part of this RFP, all addenda will be posted on LBJ’s website: <https://lbjtmc.org>.

V. PROPOSAL PREPARATION INSTRUCTIONS

The response to this RFP shall include, but need not be limited to, the information described below.

All information submitted shall pertain to the legal entity, subsidiary, or affiliate which will execute the ultimate construction contract.

A. Firm Experience & Staff Qualifications:

- This factor considers the relevant experience, knowledge, and expertise of key individuals of the design and construction team. Experience is a measure of whether Contractors have performed work that is similar in both scope and complexity.
- A resume for each of the key personnel to be assigned detailing, as a minimum, their education, work history, and relevant experience. Resume for each key personnel should be no more than a page in length and include relevant work experience on similar or more complex project within the last three (3) years.

B. Work Plan / Schedule

- Offeror must provide enough information to confirm that they have experience in utilizing the construction project techniques cited in similar projects. Offeror's shall submit a brief narrative which will provide an overview of how they will accomplish the project.
- Each Offeror shall submit a schedule that demonstrates their full and complete understanding of the scope, sequencing, timing, and required coordination for the project under consideration. The Offeror is to use the schedule to demonstrate their full understanding of the scope of the project and to assure the SEB that the work will be performed in a rational sequence and within the desired timeframe as stipulated in the RFP. Offeror is not to simply restate the SOW, but to explain how they will meet the requirements.

C. Past Performance

- Past Performance is a measure of how well contractors performed similar work in the past.
- Offerors shall submit a minimum of three (3) references from agencies with projects of similar nature. Only references of the prime contractor shall be considered, or references from project teams that have completed at least three (3) projects together. References other than those provided by the Offeror may be contacted and used in the evaluation.

D. Subcontractors

- Offeror's shall provide letters of intent from each of the sub-contractors and a clear description of the services proposed including any limitations.

LBJ reserves the right to reject any proposal when, in its opinion, the Offeror has insufficient experience, responsibility, skill, financial standing or business standing to perform the proposed service in strict compliance with the specifications, or when the information provided by the Offeror is deemed by the SEB as insufficient for making a judgment. LBJ also reserves the right to check on references and to request additional information from any Offeror to assist LBJ in its consideration of the proposals.

VI. CONTRACT AND PAYMENT TERM

TIME OF COMPLETION. LBJ shall issue a Notice to Proceed identifying the date for commencement of the Work at which time a contract completion date will be established, **which shall be no more than One Hundred Fifty (150) Calendar Days.** The Contractor shall achieve substantial completion of the Work within 150 calendar days after the commencement date as such completion date may be extended by approved Amendment(s) and/or Change Orders. **THE TIME SET FORTH FOR COMPLETION OF THE WORK IS AN ESSENTIAL ELEMENT OF THE CONTRACT.**

Successful Offeror shall agree to have LBJ **retain 20%** of the Contract amount or 10% based on which tier the project falls under as instructed in the Performance Bond Instructions. This will be retained by LBJ from each monthly invoice/pay application submitted by the contractor for approval of payment, for a period of 30 days after the successful completion of the project.

VII. TYPE OF CONTRACT

The successful Offeror will provide services to LBJ under a combination of Firm-Fixed Price and Unit Price, itemized contract agreement.

The successful Offeror shall be an independent contractor and not an agent or employee of the LBJ Medical Center Authority. The successful Offeror shall furnish the necessary personnel, materials, insurance, licenses, permits, equipment, ground transportation to and from work areas, and otherwise do all things necessary to perform the work and services specified in the SOW and to the satisfaction of LBJ's Project Engineer.

The Contractor must at all times comply with all applicable workman's compensation, occupational disease, occupational health and safety laws, statues and regulations to the full extent applicable.

LBJ will not be held responsible in any way for claims filed by the successful Offeror or its employees for services employed under the terms of this RFP or the contract.

VIII. OPTION TO AWARD

While LBJ has every intention to award a contract resulting from this RFP, issuance of the RFP in no way constitutes a commitment by LBJ to award and execute a contract. Upon a determination such actions would be in its best interest, LBJ, in its sole discretion, reserves the right to:

- Cancel or terminate this RFP;
- Reject any or all proposal received in response to this RFP;
- Meet and/or correspond with individual vendors at any time to gather additional information;
- Not award a contract, if it is in LBJ's best interest not to proceed with contract execution;
- If awarded, terminate any contract if LBJ determines adequate funds are not available.

IX. BASIS OF SELECTION

Proposals will be reviewed by a Source Evaluation Board (SEB) and scored against the stated criteria. The SEB may review references, request interviews/presentation, etc... These discussions shall only be conducted for the purpose of obtaining clarification from the Offeror on its proposal, and do not in any way commit LBJ to a contract. Discussions shall be conducted individually with each offeror and care shall be exercised to ensure that no information derived from competing Offeror's proposal is disclosed. The resulting information will be used to the score the proposals. The SEB's scoring will be tabulated, and proposals ranked based on the numerical scores received.

All Offerors with whom discussions are conducted shall be afforded an opportunity to revise their proposals in response to specific clarifications based on the discussions. Unless the Procurement Manager determines that satisfactory evidence exists that a "mistake" has been made, as set forth in Procurement Rules, Offerors will not be permitted to revise their proposals after proposal opening.

LBJ reserves the right to make the award to the Offeror that submits the proposal, which meets the requirements set forth herein and is in the best interests of LBJ after taking into consideration the aforementioned factors. LBJ also reserves the right to select portions of a proposal, or to reject any and all proposals.

X. EVALUATION CRITERIA

LBJ intends to award this solicitation to the Offeror who has achieved the highest total responsive and responsible score as defined herein based on the Priced and Non-Priced Proposals. LBJ reserves the right to waive any technicality in any proposal and to award the Contract in the best interest of LBJ. LBJ also reserves the right at its sole discretion to reject any and all proposals which do not meet the minimum technical (non-priced) criteria as defined in the RFP and in the opinion of LBJ and the SEB, regardless of pricing provided.

COMMERCIAL EVALUATION CRITERIA (PRICED)	
CRITERIA	% SCORE
Rate of Proposal/Bid Pricing	15.0%
Rate Acceptance Term & Conditions	10.0%
Other - Commercial & Financial Documents	5.0%
TOTAL PRICED	30.0%
TECHNICAL EVALUATION CRITERIA (NON-PRICED)	
CRITERIA	% SCORE
Firm Experience & Staff Qualifications	30.0%
Work Plan/Schedule	15.0%
Past Performances	15.0%
Bid Bond	10.0%
TOTAL NON-PRICED	70.0%
OVERALL TOTAL	100.0%

The SEB recommendation, as well as the individual evaluation and identities of the SEB will remain confidential.

XI. COST PROPOSAL AND HOW IT WILL BE SCORED

The Offeror, who has achieved the minimum required points for the non-priced proposal, with the lowest cost proposal will be given the maximum points for price. The points for all other proposals who have also achieved the minimum required points for the non-priced proposal will be computed by the following formula:

$$\frac{\text{Lowest Cost Submitted}}{[\text{Other}] \text{ Proposers Cost}} \times 30 = \text{Final Price Score}$$

XII. MULTIPLE PROPOSALS - COLLUSION

If more than one Proposal is submitted by any one party or in the name of its clerk, partner or other person, all Proposals submitted by said party may be rejected by LBJ. If requested by LBJ to do so, an Offeror may submit an alternate proposal. If LBJ believes that collusion exists amongst any Offerors, the participants in such collusion will be disqualified from contract award consideration. Proposals in which the proposed costs and fees are unreasonably high, or unrealistically low may be rejected at LBJ's sole discretion.

XIII. ASSIGNMENT

The selected Offeror may not reassign any award made as the result of this RFP, without prior written consent from LBJ.

XIV. INCURRED COSTS

Those submitting proposals do so entirely at their expense. There is no expressed or implied obligation by LBJ to reimburse any individual or firm for any costs incurred in preparing or submitting proposals, for providing additional information when requested by LBJ or for participating in any selection demonstrations or interviews, including contract negotiations.

XV. PROPOSAL RESULTS

All proposals received shall be considered confidential and not available for public review without consent of its owner. All proposals shall be subject to negotiations prior to the award of a contract. A list of respondents to the RFP may be posted on LBJ's website once an award has been made and accepted.

XVI. BUSINESS LICENSE

An Offeror from elsewhere, other than American Samoa, must be appropriately licensed in accordance with the state and/or country of the Offeror's origin, and shall be skilled and regularly engaged in the general type and size of work called for under this RFP. Offerors based in American Samoa shall possess a currently valid American Samoa business license prior to the execution of this contract.

XVII. COMPLIANCE WITH FEDERAL REGULATIONS

The Work will be funded by one or more federal agencies. As such, all bidders must agree to comply with applicable federal laws and regulations, including, but not limited to (i) Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR chapter 60); (ii) the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3); (iii) the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5); (iv) Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5); and (v) applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. C.

1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15).

XVIII. USE OF SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE & LABOR SURPLUS AREA FIRMS

All bidders must commit to taking affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps include:

- Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

XIX. OFFEROR'S UNDERSTANDING

Each Offeror must inform itself of the conditions relating to the execution of the work. The Offeror will make itself thoroughly familiar with all the Contract documents prior to execution of the Agreement. Each Offeror shall inform itself of, and the Offeror awarded the Contract shall comply with, federal and territorial statutes and ordinances relative to the execution of the work, including but not limited to, applicable regulations which concern the following:

1. Wage rates;
2. Non-discrimination in the employment of labor;
3. Protection of public and employee safety and health;
4. Environmental protection;
5. Historic preservation;
6. Protection of natural resources;
7. Fire protection;
8. Burning and non-burning requirements;
9. Permits and fees;
10. Similar subjects.

The Offeror agrees to a proposal by the requirements under Executive Order No. 11246, as amended, including specifically the provisions of the equal opportunity clause.

XX. INSURANCE REQUIREMENTS

The awarded contractor shall carry at its sole expense and provide evidence of insurance coverage listed below to protect itself and LBJ from and against liability, loss, damage, expense, cost (including without limitation to litigation and courts costs and attorneys' fees) arising out of or in connection with the performance of any work performed in accordance with the specifications of any related documents, whether such work is performed by the contractor or any subcontractor or by anyone directly employed by any of them or by anyone for whose acts any of them may be liable. Coverage must be written with insurance companies licensed in American Samoa or

the United States.

- Workmen’s Compensation: The Contractor shall maintain such statutory amounts of workmen’s compensation insurance as are set forth in the American Samoa Code Annotated and American Samoa Administrative Code
- Employer’s Liability: The Contractor shall maintain employer liability insurance in the amount of Two Million (\$2,000,000 USD).
- Public/General Liability: Public/General liability shall include coverage for wrongful death claims, and shall not exclude coverage for explosion, collapse, or underground exposure.
 - The Contractor shall maintain public/general liability insurance covering third party bodily/personal injury in the amount of Five Hundred Thousand Dollars (\$500,000 USD) per person/per occurrence with an aggregate of One Million Dollars (\$1,000,000 USD).
 - The Contractor shall maintain public/general liability insurance covering property damage in the amount of Five Hundred Thousand Dollars (\$500,000 USD) per person/per occurrence or coverage that is equivalent as currently available.
- Automobile Liability
 - Bodily/personal injury. The Contractor shall maintain automobile liability insurance covering third party bodily/personal injury in the amount of Five Hundred Thousand Dollars (\$500,000 USD) per person/per occurrence with an aggregate of One Million Dollars (\$1,000,000 USD).
 - Property damage. The Contractor shall maintain automobile liability insurance covering property damage in the amount of Five Hundred Thousand Dollars (\$500,000USD) per person/per occurrence with an aggregate of One Million Dollars (\$1,000,000 USD).
- Builder’s Risk Insurance: Unless otherwise modified, the Contractor shall secure and maintain during the life of the Agreement, builder’s risk insurance coverage for one hundred percent (100%) of the Agreement amount. Such insurance shall include coverage for earthquake, landslide, flood, windstorm, collapse, or loss due to results of faulty workmanship, and shall provide for losses to be paid to the Contractor and LBJ as their interests may appear.

Coverage – LBJ shall be named as an additional insured. Certificates of insurance shall be presented to LBJ for approval before the successful contractor, its agents and/or employees commence any work whatsoever pursuant to the contract.

XXI. AMERICAN SAMOA LICENSES, PERMITS, TAXES AND IMPORT DUTY

A. The Contractor shall be cognizant of and comply with all American Samoa Government (“ASG”) laws and ordinances pertaining to licenses, permits, tax structure and import duties. Additionally, the Contractor shall:

- Have or obtain an ASG business and contractor’s license as may be required by applicable law to perform the required contractual work. Over-the highway vehicles require American Samoa Licenses. Operator’s licenses are required;
- Be cognizant that American Samoa is a protectorate of the United States located outside the jurisdiction of the U.S. Customs and U.S. Immigration Department. The Contractor’s equipment that will be returned to the United States will be subjected to customs or import duty unless properly manifested before shipment from the United States. Excise Tax on equipment to be incorporated into the project or used on this project may be waived upon written request. Should the Contractor elect to sell the equipment locally upon completion of the contract or to use the equipment for other than this project rather than shipping the equipment away from American Samoa, the equipment will then be subject to the appropriate duty rate. Equipment imported for use other than on this project is also subject to local tax; and

- Comply with the Workmen’s Compensation Act and maintain a compliant Health and Safety Plan. A copy of this plan shall be provided to LBJ.

XXII. ADDITIONAL AMERICAN SAMOA REGULATIONS

A. Offerors are advised of the following:

- i. Foreign Labor: Contractors must exercise good judgment in recruiting skilled foreign labor. Unskilled labor used on the project shall be American Samoa residents and/or granted permission by law to work in American Samoa. The Contractor shall conform to the current immigration laws and Codes of American Samoa.
- ii. Social Security for Aliens: Alien technicians brought in to perform the work will be required to register and receive a social security number if they do not already possess one.
- iii. Necessary Inoculations: Inoculations shall be as required by the United States Public Health Service. It will be the Contractor’s responsibility to determine that these inoculations are obtained prior to entry from any foreign country or possession.
- iv. Costs of Transportation: The Contractor will be expected to include in its bid, among other things, the cost of transporting equipment, materials and personnel to and from American Samoa.
- v. Labor and Material Furnished by LBJ: No labor and materials will be furnished by LBJ. Certain materials and equipment may be made available to Contractor for its use and access, but only in the sole discretion of LBJ. Offerors should not assume when preparing bids that LBJ material and equipment will be available for their use.
- vi. Equipment and Project Warranty and Maintenance Requirements: All bids should include the cost of a one-year equipment and workmanship warranty, or length of warranty specified in the project specifications, attached hereto as Attachment I. Warranties shall include the cost of all parts, labor, equipment, shipping, and onsite visits to repair or replace any deficient equipment, material, or workmanship and include, at a minimum, at least one site visit by the contractor within 1 year of substantial completion ordered at LBJ’s sole discretion.

XXIII. TIME OF THE ESSENCE

Time is of the essence in completing the work to be performed under the contract. Unjustified Delays and extensions of time will not be allowed, and a penalty fee of \$1,500.00 per day shall be assessed for not meeting any of the milestones agreed upon between LBJ Project Engineer and the contractor based on the project schedule and shall consist of (at a minimum) pre-construction submittals, equipment shipping, construction of major project components, and final training and start-up services.

XXIV. PRESENTATION REGARDING ETHICS IN PUBLIC PROCUREMENTS

By submitting a bid, each Offeror represents that it has not knowingly influenced and agrees that it will not knowingly attempt to influence any LBJ employee to breach any applicable ethical standards and represents that it has not violated, it is not violating and promises that it will not violate the prohibition against gratuities and kickbacks set forth in § 9-103 of LBJ Procurement Rules or other applicable law.

XXV. REPRESENTATION REGARDING CONTINGENT FEES

The offeror represents that it has not retained a person to solicit or secure an LBJ 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.

XXVI. COMPLIANCE WITH LAWS

Offerors who are 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.

XXVII. VENUE AND CHOICE OF LAW

Venue: The obligations of the parties hereto are performed in American Samoa, and if legal action is necessary to enforce the same, exclusive venue shall be within American Samoa.

Governing Law: This contract shall be governed by and construed in accordance with the laws and case decisions of American Samoa.

XXVIII. ERRORS IN THE RFP

- A. If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, the bidder should immediately provide LBJ with written notice of the problem and request that the RFP be clarified or modified. Without disclosing the source of the request, LBJ may modify the document prior to the closing date by issuing an addendum.
- B. If prior to the closing date for submissions, a bidder knows or should have known of an error in the RFP but fails to notify LBJ of the error, the bidder shall bid at its own risk, and if, awarded the contract, shall not be entitled to additional compensation or time by reason of the error or its later correction.

SCOPE OF WORK (STATEMENT OF WORK)

LBJTMC proposes to RENOVATE the existing CT Scan Area to house the New CT Scan Machine.

1. **Design and Preconstruction Phase (Duration: 1 Month)**

1.1. Initial Deliverables

The Design-Builder's initial task will be to develop a PROPOSED Shielding Design, as per **Appendix E** and budget for the Project once Notice to Proceed (NTP) is issued. As part of this effort, the Design-Builder shall prepare and provide the following initial deliverables:

- a. **Baseline Schedule:** The Baseline Schedule shall show: (i) key design milestones and bid packages; (ii) release dates for long lead items; (iii) release dates for key subcontractors; and (iv) Substantial and Final Completion Dates.
- b. **FINAL Draft Partition Shielding (walls, doors & windows) Design:** No later than **One (1) week** after the Preconstruction NTP is issued, the Design-Builder shall prepare and submit a proposed FINAL Draft design for the Project. The facility will be a renovation of the existing CT Scan Facility. The FINAL Draft design submittal shall include but not be limited to the following:

b.1. Existing CT Scan Area (refer to Appendix A – REVOLUTION ASCEND CD Set of PLANS/DRAWINGS):

- Compliance to following requirements set forth by GE, to wit:
 - i. Site Readiness, Appendix A: sheet 2;
 - ii. Environmental requirements, Appendix A: sheet 3;
 - iii. Exam room height and Floor elevation, Appendix A: sheet 4;
 - iv. Shielding Requirements – Head & Body Phantom Radiation Scatter, Appendix A: sheets 5-6;
 - v. Delivery Requirements, Appendix A: sheets 7-9;
 - vi. Structural Notes, Appendix A: sheets 10-11;
 - vii. Anchoring and Mounting Requirements, Appendix A: sheets 12-14;
 - viii. Temperature & Humidity Specifications and Heat Dissipation Requirements, Appendix A: sheet 15;
 - ix. Electrical, Connectivity, Power & Power Distribution Requirements, Appendix A: sheets 16-19;
 - x. Scan room warning light & door interlock, interconnections, and Typical Cable Management Requirements, Appendix A: sheet 20.
 - xi. Design and Build of New CT Scan Room shall be collaborated to Physicist as indicated in Appendices of this Project.
- Demolition:
 - i. Remove and dispose existing floor tiles and slab and dispose of properly.
 - ii. Remove existing Ceiling and dispose. Remove existing electrical wires and lighting fixtures but maintain existing Panels but replace existing breakers matching the new LED electrical light Fixtures and outlets loads.
 - iii. Removed Existing doors and windows and demolished portion of Walls for new openings.
 - iv. Remove and relocate to reuse existing HVAC as per your proposed HVAC plan.
 - v. Removal and disposal of existing Plumbing and fixtures (when applicable).
- Floors: Replace existing floor tiles as approved by LBJ based on the Proposed

- Slab Design to fulfill shielding and Anchoring & Mounting requirements.
 - Walls: Replace existing walls as approved by LBJ based on your Proposed Wall Design to fulfill shielding requirements.
 - Ceiling: Replace existing ceiling tiles as approved by LBJ based on the Proposed Ceiling Design to fulfill shielding and Anchoring & Mounting requirements.
 - MEP (Mechanical-Electrical-Plumbing): Replace existing Fixtures, retrace water and sewer lines for repair and/or replacement of fixtures and pipes. Preventive maintenance of Existing HVAC System and supply new if needed. Install new LED lighting fixtures and wirings to existing Panels and replaced new Circuit Breakers matching new loads.
Provide labor, materials and MEP Equipment for as per Appendix A – Revolution Ascend CD Set of Drawings.
 - Finishing:
 - i. Wall finishings as per approved design by LBJ.
 - ii. Floor Finishing as per approved design by LBJ.
 - iii. Ceiling Finishing as per approved design by LBJ.
 - iv. MEP Finishing as per approved design by LBJ.
 - v. Interior Paint Finishing matches existing and/or new as per approved design by LBJ.
 - vi. Windows Schedules as per approved design by LBJ.
 - vii. Doors Schedules as per approved design by LBJ and will be started based on the schedule of CT Scan installation and mounting to ensure the requirements of Delivery as per Appendix, sheets 7-9.
 - Commissioning shall be properly and closely coordinated with GE.
- c. **Preliminary Budget Estimate:** Concurrently with the delivery of the concept design, the Design-Builder shall submit a detailed cost estimate of the proposed design (such estimate, the “Preliminary Budget Estimate”). The primary purpose of the Preliminary Budget Estimate is to aid the LBJ team in understanding the costs associated with key elements of the Project to better prioritize and manage the use of the funding allocated to this Project.
- d. **Baseline Budget and Program:** The LBJ shall provide the Design-Builder with a baseline budget and program and comments on the concept design **within 7 days of receiving the Concept Design & Preliminary Budget Estimate.**

1.2. Design Management

The Design-Builder shall use commercially reasonable best efforts to ensure that: (i) the design evolves in a manner that is consistent with the LBJ budget and programmatic requirements as defined at the end of the concept design; (ii) the design work is properly coordinated; and (iii) the required design deliverables are produced on or before the dates contemplated in the Project schedule. As part of this undertaking, the Design-Builder shall provide the following:

- a. **Schematic Design:** The Design-Builder shall prepare a schematic design that is a logical development of the approved concept design and is consistent with the LBJ’s schedule, budget and programmatic requirements. The design submittal shall specifically identify any deviations from the approved concept design and shall explain the rationale, cost and time implications associated with such deviation. In general, the Design-Builder shall be required to undertake the following tasks during this phase:
 - a.1. Further develop conceptual plans and incorporate design changes,
 - a.2. Coordination with utility companies and other agencies involved with the project,
 - a.3. Schematic Design shall include the following:
 - a.3.1. Digital site and floor plans

- a.3.2. Preliminary building elevations and sections;
 - a.3.3. Plan-to-Program comparison;
 - a.3.4. Design narrative; and
 - a.3.5. A preliminary description of proposed building system (i.e. walls, windows, Electrical requirements, etc.). With regard to any proposed renovation of existing CT Scan room, the package shall include a narrative description of the proposed system and an estimated line-item cost in reference to **Appendices** as provided.
- b. **Schematic Budget Update:** Concurrent with submission of the schematic design, the Design-Builder shall submit a budget update. The budget update shall be submitted in the same format as the Preliminary Budget Estimate and shall show variations from Preliminary Budget Estimate. To the extent the budget update shows an overrun from the approved budget, the Design-Builder shall submit Value Engineering suggestions that would return the Project to budget. Only the LBJ shall have the authority to increase the Project budget, and absent such direction, the Design-Builder shall proceed on the assumption that the budget remains as originally directed by the LBJ.
- c. **Constructability/Sole Source/Long-Lead Time Memorandum:** Concurrently with the Schematic Design Budget Estimate, the Design-Builder shall prepare a memorandum identifying key construction concerns related to the Project. Such memorandum shall: (i) assess the constructability issues related to the Project, including site logistics; (ii) identify any items where the design is predicated on a single manufacturer and, if so, identify at least two (2) comparable products; and (iii) identify any long-lead delivery items that could adversely affect the schedule contemplated in this RFP. To the extent any such long-lead items are identified, the memorandum shall make recommendations for addressing such items.
- d. **Design Development:** The Design-Builder shall prepare a set of design development documents (“Design Development Documents”) that is a logical development of the approved schematic design and is consistent with the LBJ’s schedule, budget and programmatic requirements. The design submittal shall specifically identify any deviations from the approved schematic design and shall explain the rationale and cost implications associated with such deviation. The LBJ shall have the right to disapprove the Design Development Documents submittal for any reason. The design development submittal shall include at least the following:
- d.1. Detailed and dimensioned plans, wall sections, building section, and schedules;
 - d.2. Draft specifications for materials, systems, equipment;
 - d.3. Complete code compliance analysis and drawing;
 - d.4. Space-by-space equipment layouts for key spaces;
 - d.5. A preliminary lay-out for furniture, fixtures, and equipment;
 - d.6. Present the design to LBJ team and other regulatory agencies as required.
- e. **Permits:** The Design-Builder shall be responsible for preparing and submitting all of the required permit applications that are necessary to complete the Project. The Design-Builder shall develop a list of the required permits and shall track the progress of all such permits through the review process. The Design-Builder shall update the LBJ with the status of each permit that is required for the Project.

2. Construction Phase (Duration: 3 Months but not to exceed 4 months)

2.1. Contractors Responsibilities

Based on the approved plans and specifications, the Design-Builder shall construct the Project. During the Construction Phase, the Design-Builder shall be required to cause the Work to be completed in a manner consistent with the design documents approved by the Department and shall provide all labor, materials, insurance, bonds and equipment necessary to fully complete the Project in accordance with the drawings, specifications, schedule and budget that are issued for the Project. The Design-Builder shall be responsible for paying for and obtaining all necessary permits and to pay all necessary fees for utility connections and the like. The Work shall be accomplished in accordance with the following:

- a. **Drawings & Specifications:** All of the Work shall be constructed in strict compliance and in accordance with the final Construction Documents issued for and approved by the Department.
- b. **Compliance with Other Requirements:** In performing the Work, the Design-Builder and its subcontractors shall comply with all of the applicable provisions of the Standard Contract Provisions and the requirements of this RFP.
- c. **Securing Permits applicable:** Apply for local Permitting and Section 106 (if needed) prior to construction and other local agencies permitting and clearances.
- d. **Site Office:** Throughout the Work, the Design-Builder shall provide and maintain a fully equipped construction office on the Project site.
- e. **Supervision:** Throughout the Work, the construction office shall be managed by personnel competent to oversee the Work at all times while construction is underway. Such personnel shall maintain full-time, on-site construction supervision and provide daily inspections, quality control, monitoring, coordination of various trades, record drawings, and daily work log.
- f. **Weekly Progress Meetings:** Throughout the Work, the Design-Builder shall conduct weekly progress meetings following the Design-Builder's generated agenda with the Department's Project Manager and key trade subcontractors. The Design-Builder shall draft and circulate the meeting minutes on a weekly basis.
- g. **Delay Liquidated Damages:** If the Scope of Work is not substantially completed by the Substantial Completion Date, the Design-Builder shall be subject to liquidated damages in an amount of One Thousand Five Hundred Dollars (\$1,500) per day. These damages shall not apply if the delay is the result of Force Majeure and the Design-Builder otherwise complies with the provisions set forth in the Standard Contract Provisions.
- h. **Hazardous Materials:** The Design-Builder's Scope of Work includes the abatement and removal of hazardous materials found anywhere on or within the Project site. In performing such work, the Design-Builder shall comply with all laws, including, without limitation, the requirements of the Environmental Protection Agency and all jurisdictional agencies and all laws relating to safety, health welfare, and protection of the environment, in removing, treating, encapsulating, passivating, and/or disposing of hazardous materials, including, but not limited to, removal, treatment, encapsulation, passivation, and/or disposal of the hazardous materials.
- i. **Monthly Report:** The Design-Builder shall provide written reports to the LBJ, on the progress of the entire Work at least monthly from NTP until Final Completion of the Project. The monthly report shall include: (i) an updated schedule analysis, including any plans to correct defective or deficient work or recover delays; (ii) an updated cost report; (iii) a monthly review of cash flow; (iv) a quality control report; and (v) progress photos.
- j. **Bi-Weekly Schedule Updates:** The Design-Builder shall provide a Baseline Schedule update to the LBJ, on the progress of the entire Work at least bi-weekly. The update shall reflect the actual progress of the Project, identify developing or potential delays, regardless of their

cause, and reflect the Design-Builder's best projection of the actual date by which Substantial Completion and Final Completion of the Project will be achieved. The Design-Builder shall also state what must be done to avoid or reduce that delay, changes that have occurred since the last update, including those related to major changes in the Scope of Work, activities modified since the last update, revised projections of durations, progress and completion, revisions to the schedule logic or assumptions, and other relevant changes.

- k. **Workhours:** The Design-Builder shall comply with the Noise Ordinance and neither it nor its subcontractors shall undertake work on the Project site other than at the times and sound level permitted by the Noise Ordinance.
- l. **Parking:** The Design-Builder shall organize its work in such a manner so as to minimize the impact of its operations on the surrounding community. To the extent that the number of workers on the site is likely to have an adverse impact on parking, the Design-Builder shall develop a parking plan for those individuals working on the site that is reasonably acceptable to the LBJ.
- m. **Quality Control Plan:** Within forty-five (45) days after the Design Development Documents are approved, the Design-Builder shall develop a Quality Control Plan for the Project (the, "Quality Control Plan"). The Design-Builder shall be responsible for all activities necessary to manage, control, and document work to ensure compliance with the Contract Documents. The Design-Builder's responsibility includes ensuring adequate quality control services are provided by the Design-Builder's employees and its subcontractors at all levels. The Work activities shall include safety, submittal management, document reviews, reporting, and all other functions related to quality construction. During the Construction Phase, the Design-Builder shall perform regular quality control inspections and create reports based on such inspections pursuant to the Quality Control Plan. These quality control reports shall be provided to the LBJ electronically on a monthly basis. The Design-Builder shall incorporate a quality control section in the progress meetings to discuss outstanding deficiencies, testing/inspections, and upcoming work. The monthly report shall include a detailed summary of the steps that are being employed to provide quality construction and workmanship. The monthly report should specifically address issues raised during the month and outline the steps that are being used to address such issues. The LBJ shall have the right to direct the Design-Builder to revise the Quality Control Plan as needed.
- n. **Project Close-out**
 - n.1. **Punchlist:** Promptly after Substantial Completion, the Design-Builder shall develop a punch list. Once the punch list is prepared, the Design-Builder shall inspect the Work along with representatives from the LBJ. The punch list shall be revised to reflect additional work items that are discovered during such inspection. The Design-Builder shall correct all punch list items no later than ninety (90) calendar days after Substantial Completion is achieved.
 - n.2. **As-Builts Plans:** The Design-Builder shall **submit** an As-Built Plan of the Project in Electronic Copy (AutoCad and PDF formats) and (2) Hard Copies in Standard 11x17 (tabloid/ledger) paper size.
 - n.3. **Training:** The Design-Builder shall provide training to LBJ staff on all of the building systems, as applicable. The Design-Builder shall be required to schedule such training sessions and shall use commercially reasonable efforts to ensure all such training occurs prior to the Final Completion Date.
 - n.4. **Warranties & Manuals:** Subsequent to Substantial Completion Date and no later than fifteen (15) days following the Substantial Completion Date, the Design-Builder shall

prepare and submit the following documentation: (i) a complete set of product manuals (O&M), training videos, warranties, etc.; (ii) attic stock; (iii) an equipment schedule; (iv) a proposed schedule of maintenance for the new building; (v) environmental, health and safety documents for the new building; and (vi) all applicable inspection certificates/permits (boiler, elevator, emergency evacuation plans, health inspection, etc.) for the new building. No later than thirty (30) days following the Substantial Completion Date, the Design-Builder shall prepare and submit: (i) a complete set of its Project files; and (ii) a set of record drawings.

- n.5. Substantially Completed Inspection: The Design-Builder shall use commercially reasonable efforts to schedule a joint inspection of the Project during the eleventh month after Substantial Completion is achieved. During such inspection, the Design-Builder and a representative of the LBJ shall walk the Project to identify any necessary warranty work.

APPENDICES:

APPENDIX A – REVOLUTION ASCEND CD Set of PLANS/DRAWINGS

APPENDIX B – ELECTRICAL ONE-LINE DIAGRAM & INSTRUCTIONS

APPENDIX C – GE CT SCAN PRE-INSTALLATION MANUAL

APPENDIX D – SITE READY CHECKLIST (SRC)

APPENDIX E – REPORT OF SHIELDING DESIGN EVALUATION

RFP SUBMISSION CHECKLIST

All proposals should be accompanied by the following documents. If they are not available or not applicable, note as such. Incomplete proposals will not be considered:

1. Proposal Invitation Form
2. Special Reminder to Prospective Offerors
3. Bid Form (submitted in a separate, sealed envelope)
4. Offeror's Qualification Form
5. Disclosure Statements
6. Bid Bond Security Form
7. Performance and Payment Bond
8. Five (5) Hard Copies of Proposal – One (1) Original, 4 Copies, and 1 electronic (PDF preferred)

PROPOSAL INVITATION

You are hereby invited to bid for requirements of the American Samoa LBJ Medical Center Authority. Please make sure to adhere to the following instructions:

1. This Request for Proposal shall require a Cost Proposal to be submitted in a separate sealed envelope, box, or other enclosure.
2. All required submittals, including the Cost Proposal must be addressed to the LBJ Procurement Manager at the LBJ Fagaalu Campus, or via email to frederick.ledoux@lbj.as. Hard copies may also be sent to:

Frederick Ledoux
Director of Purchasing & Supply Chain
P.O. Box LBJ
Pago Pago, AS 96799

3. Five (5) hard copies – One (1) Original and Four (4) Copies, and one (1) PDF of the complete proposal must be received at the Procurement Office no later than the date listed above. Hard copies will be required for all proposals. The envelope or box must be labeled with Project No and Description.
4. Late submissions will not be opened or considered and will be determined as nonresponsive.
5. Any and all pre-proposal questions and/or clarifications shall be submitted to the Procurement Manager.

NOTE TO OFFERORS

This RFP is subject to the attached General Terms and Conditions of “**RFP No. LBJ24.16 - LBJ New CT Scan Room Renovation Design-Build Project**”

The undersigned offers and agrees to furnish within the time specified, the articles and services at the price stated opposite the respective terms listed on the schedule of the cost quotation.

In consideration of the expense to the LBJ Medical Authority in opening, tabulating and evaluating this and other quotes, and other considerations such as the schedule, the undersigned agrees the quotation shall remain firm and irrevocable within **Three Hundred Sixty-Five (365)** calendar days from the closing date to supply any and all of the items for which prices are quoted.

Offerors may be requested to extend the validity period of their Quotes, on the same terms and conditions, if the internal processes are not finalized within the validity period.

Signed: _____

Date: _____

SPECIAL REMINDER TO PROSPECTIVE OFFERORS

Offerors are reminded to read the Proposal Invitation Instructions and General Terms and Conditions attached to the RFP and to verify that each submittal requirement listed above in the RFP Submission Checklist is enclosed in the submittal envelope prior to the date and time of proposal opening.

Bond Forms:

Offeror's must review and acknowledge the Bid Bond Security Instructions (Attachment F), and submit Bid Bond Form (Attachment G) or cashier's check for **10%** of the total bid amount. All bid bonds must be in the form included in the contract documents. The Bid Bond and all other surety bonds required by LBJ, to be valid, must be accompanied by:

1. Current certificate of authority issued by the insurance commissioner of the state where the surety has its primary place of business, together with evidence acceptable to LBJ that applicable bonds will be valid in American Samoa
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.

Notice to all Insurance and Bonding Institution:

All bonds must be accompanied by or include, as applicable, the signatures of the Offeror, two (2) major officers of the Surety and the Resident General Agent, if the Surety is a foreign surety.

When the form is submitted to the LBJ Medical Center Authority, it should be accompanied with copies of the following:

1. Current Certificate of Authority to do business in American Samoa issued by the Department of Treasury-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.

The Bid Bond must be effective no later than the bid opening date. The Performance Bond and Payment Bond (if required) must be dated and executed effective on or after the date that a construction contract is entered into between such Offeror and LBJ. The Notice to Proceed will not be transmitted to the Contractor until all required bonds are in place. Failure to obtain required bonds within a reasonable amount of time may result in contract termination and damages recoverable by LBJ.

Business License:

The Offeror shall submit a current American Samoa business license or must be able to obtain an American Samoa business license prior to the execution of a contract under this RFP.

Non-Priced Proposal:

The non-priced proposal shall comply with all requirements in the Scope of Work as outlined in Attachment B of this document must follow format described under this RFP.

Price Proposal:

The Offeror shall submit a separately sealed price proposal for the proposal. Amounts shall be in US currency.

Special Reminder Form:

This form must be completed and submitted.

Acceptance:

Acceptance of a proposal does not imply acceptance of its terms and conditions. LBJ reserves the option to negotiate on the final terms and conditions. LBJ additionally reserves the right to negotiate the substance of the finalists' bid, as well as the option of accepting partial components of a bid if appropriate.

All required forms must be signed and returned with the proposal envelope. Failure to comply with these requirements may result in disqualification or rejection of the proposal.

I, _____ the duly authorized representative of
_____, acknowledge receipt of this special reminder to prospective offerors together with "RFP No. LBJ24.16 – LBJ New CT Scan Room Renovation Design-Build Project" as of this date, _____, 2024.

(Signature of Offeror's Representative)

LBJ Tropical Medical Center RFP Bid Form Breakdown
Attn: Frederick Ledoux, LBJ Director of Purchasing & Supply Chain

LBJ24.16 – New CT Scan Room Renovation Design-Build Project

ITEM	CODE ELEMENT	QTY.	UNIT	RATE, \$	TOTAL, \$
1.0	DIRECT LABOR				
	Project :Manager				
	Project Engineer				
	Supervisor				
	Foreman				
	Carpenter				
	Electrician				
	Mason				
	Plumber				
	Tiler				
	A/C Technician				
	Laborer				
	Sub-Total 1.0				
	Labor Cost Overhead	1	LS		
1.1	Total Direct Labor				
2.0	DIRECT COST				
	Materials				
	Equipment				
	Subcontract				
	Shipping				
	Sub-Total 2.0				
	Direct Cost Overhead	1	LS		
2.1	Total Direct Cost				
3.0	OTHER DIRECT COST				
	General & Administration (G&A)	1	LS		
	A&E Design Cost	1	LS		
3.1	Total Other Direct Cost				
4.0	Total Labor, Direct & Other (items 1.0 + 2.0 + 3.0)				
5.0	Profit & Taxes	1	LS		
6.0	TOTAL PRICE				

Company Name: _____

Date: _____

Signature: _____

OFFERORS QUALIFICATION FORM

1. NAME OF ORGANIZATION					
2. BUSINESS ADDRESS					
3. TELEPHONE					
-EMAIL ADDRESS					
-FAX NUMBER					
-TAX IDENTIFICATION NUMBER					
4. PRIMARY & SECONDARY CONTACT PERSON					
5. TYPE OF BUSINESS (Please check one)	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Corporation</td> <td style="width: 50%;">Partnership</td> </tr> <tr> <td>Proprietorship</td> <td>Joint Venture</td> </tr> </table>	Corporation	Partnership	Proprietorship	Joint Venture
Corporation	Partnership				
Proprietorship	Joint Venture				
<p><i>Note: For Corporations – Articles of Incorporation Certification must be on record with the Treasurer of American Sāmoa. Copies of partnership agreements and articles of incorporation must be submitted to the revenue branch with application form and relevant documents. Aliens cannot operate sole ownership enterprises and partnerships with aliens are subject to immigration board review.</i></p>					
6. PLACE OF ORGANIZATION OR STATE OF INCORPORATION					
7. OWNER'S NAMES & ADDRESSES (IF NOT A CORPORATION)					

8. FOR CORPORATIONS: Names & Addresses of Directors, Officers, and Stockholders with 20% or greater interest in the company	
9. US STATES & TERRITORIES WHERE COMPANY IS REGISTERED AS A FOREIGN CORPORATION	
10. List all projects of similar scope and extent to which the Offeror has conducted within the past five-years; provide the dollar value contract amount for each project. And list project owner contact information for reference inquiries.	
-Location and Date of Project	
-Nature and Scope of Contract (provide brief description)	
-Name and Address of awarding agency or owner for which work was performed	
-Name, Address and Phone Number of contact Person for the agency	
-Contract Amount	
-Start and End Date	
-Date of Completion	

-Was project completed within schedule and Budget? If not, why?	
-If project was not completed, please explain Why	
-Was contract performed under joint venture, if so, with whom and under what arrangement?	
11. List the names of supervisory personnel to be employed on the work under this contract, including the qualifications and experience record for each. Personnel resumes may be included with the Offeror's proposal submittal.	
-Name / Position	
-Qualifications/Experience	
12. List the names and addresses of at least three (3) references from agencies with projects of similar Nature. Each reference shall contain: (1) Client name and contact information; (2) project description; and (3) role of key project team members. Only references of the prime offeror shall be considered, or references from project teams that have completed at least three (3) projects together.	
Reference # 1	
Reference # 2	
Reference # 3	

DISCLOSURE STATEMENTS

This form must be completed by all offerors and submitted with proposal.

I _____,

of _____ the Offeror, that has submitted the attached

proposal:

(Complete one of the two following statements)

1. I have no immediate relatives (parents, children or siblings) who are currently employed by the LBJ Tropical Medical Center (LBJ) or the American Samoa Government (ASG)

2. I have immediate relatives (parents, children or siblings) who are currently employed by LBJ or ASG.

Their names and positions are as follows:

Name	Relationship to Offeror	Position at LBJ
------	-------------------------	-----------------

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Signed)

(Title)

Note: It is not against LBJ procurement rules for the relatives of government employees to bid on and receive government contracts provided they disclose such relationships at the time of bidding.

BID BOND SECURITY FORM

KNOW ALL PERSONS BY THOSE PRESENT that _____, as Principal, hereafter called the “Principal,” and _____, a duly admitted insurer under the laws of the Territory of American Samoa, as Surety, hereinafter called the “Surety”, are held firmly bound unto the LBJ Medical Center Authority (LBJ) for the sum _____ of dollars (\$ _____), for payment of which in lawful money of the United States, will and truly to be made, the said Principal and the said Surety binds themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The condition of the above obligation such that, whereas the Principal has submitted a proposal for:

RFP No. LBJ24.16 LBJ New CT Scan Room Renovation Design-Build Project

Offerors must provide a document that specifically and completely addresses work tasks as specified in the Scope of Work (“SOW”)

[Signature Page Follows]

IN WITNESS WHEREOF, we have hereunto set our hands on this bid bond this _____ day of _____ 20____.

Principal: _____

Surety: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Resident Agent

By: _____

Name: _____

Title: _____

Address for Notices:

NOTE: The signature of the person executing this Bid Bond must be notarized. If an attorney-in-fact executes the bid bond on behalf of the surety, a copy of the current power of attorney bearing the notarized signature of the appropriate corporate officer must also be included with the bid bond.

TERRITORY OF AMERICAN SAMOA

COUNTY OF _____

This instrument was acknowledged before this _____ day of _____, 20____, by

(Name of signer)

Personally Known

(Signature Notary)

Produced Identification

(Seal)

Type of ID: _____

PERFORMANCE & PAYMENT BOND INSTRUCTIONS

Based on the Bonding Tier Requirements listed below, a Performance and Payment Bond must be provided within a reasonable time after the execution of the written contract. Both bonds shall be in the amount of \$ (total project cost). The costs of said bonds shall be included in the contract price. The Performance Bond and Payment Bond must remain in force until the work is completed.

Tier 1: A 20% retainage is required for contracts greater than \$35,000 but less than or equal to \$5,000,000.

Tier 2: The contractor shall provide 100% performance and payment bond by a company licensed in American Samoa or the United States for contracts greater than \$5,000,000 and a 10% retainage fee.

The Performance Bond will be in force until the work is completed following the Notice to Proceed. The undersigned understands that the LBJ reserves the right to reject any or all proposals or to waive any informality or technicality in any proposal in the interest of the LBJ.

RESPECTFULLY SUBMITTED BY:

(OFFEROR SIGNATURE)

(BY)

(TITLE)

(BUSINESS ADDRESS)

PERFORMANCE & PAYMENT FORM

No. _____

KNOW ALL MEN BY THESE PRESENTS

That _____
(Full Name & Address or legal title of Contractor)

as Principal, hereinafter called Contractor, and _____
(Surety name & complete address including zip code)

a corporation organized and existing under in the laws of the Territory of American Samoa,
with its principal office in the City/Village of _____
as Surety, hereinafter called Surety, are held firmly bound unto

(Owner name, complete address + zip code and legal title)

Obligee, hereinafter called Owner, in the amount of _____
Dollars (_____), for the payment whereof Contractor and Surety bind
themselves, their heirs, executors, administrators, successors, and assigns, jointly and
severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____
entered into a contract the LBJ for _____
(Project Name & Project Number)

which contractor is by reference made a part thereof, and is hereinafter referred to as the
Contractor.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor
shall promptly and faithfully perform said Contract then the obligation shall be null and void,
otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension provided the same be within
the scope of the contract. Whenever Contractor shall be and is declared by the LBJ to be in
default under the Contract, the LBJ having performed territorial obligations thereunder, the
Surety may promptly remedy the default or shall promptly:

1. Complete the Contract in accordance with its terms and conditions; and
2. Shall save the Owner harmless from any claims, judgments or liens arising from the
Surety's failure to remedy the default or to complete the contract in accordance with the
terms and conditions in a timely manner; or
3. Obtain an offer or offers for completing Contract in accordance with its terms and
conditions, and upon determination by the LBJ and the Surety jointly of the lowest
responsive, responsible Offeror, arrange for a contract between such Offeror and the LBJ, and
make available as work progresses (even though there should be a default under the contract
or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of
completion less the balance of the contract prices; but not exceeding, including other cost and
damages for which the Surety may be liable hereunder, the amount set forth in the first
paragraph hereof. The terms balance of the contract price, as use in this paragraph shall mean

the total amount payable by the LBJ to Contractor under the Contract and any amendments thereto, less the amount properly paid by the LBJ to Contractor.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the LBJ or its successors.

Signed and sealed this ____ day _____ of 20 ____.

(PRINCIPAL) SEAL

(WITNESS)

(TITLE)

(MAJOR OFFICER OF SURETY)

(MAJOR OFFICER OF SURETY)

(MAJOR OFFICER OF SURETY)

(MAJOR OFFICER OF SURETY)

(RESIDENT GENERAL AGENT)

APPENDICES: (ATTACHMENTS)

APPENDIX A – REVOLUTION ASCEND CD Set of PLANS/DRAWINGS

APPENDIX B – ELECTRICAL ONE-LINE DIAGRAM & INSTRUCTIONS

APPENDIX C – GE CT SCAN PRE-INSTALLATION MANUAL

APPENDIX D – SITE READY CHECKLIST (SRC)

APPENDIX E – REPORT OF SHIELDING DESIGN EVALUATION