



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



REQUEST FOR PROPOSAL (RFP)
FOR
LBJ NICU & NURSERY REHABILITATION AND EXPANSION
PROJECT

Project #: RFP No. LBJ25.08

Issuance Date: Tuesday, April 22, 2025

Closing Date: Wednesday, May 07, 2025

Closing Time: 2:00 PM – AS Time

APPROVED FOR ISSUANCE BY:

Scott Anesi
LBJ Chief Executive Officer
Notice to Offerors

Table of Contents

REQUEST FOR PROPOSALS – LBJ NICU & NURSERY REHABILITATION AND EXPANSION PROJECT.....	4
INTRODUCTION	4
SIGNIFICANT DATES.....	5
GENERAL TERMS AND CONDITIONS.....	6
I. PROPOSAL DOCUMENTS.....	6
II. SUBMITTALS.....	6
III. SINGLE POINT OF CONTACT/NO CONTACT PROVISION.....	6
IV. CLARIFICATIONS AND ADDENDA TO THE RFP.....	6
V. PROPOSAL PREPARATION INSTRUCTIONS.....	7
VI. CONTRACT AND PAYMENT TERM	8
VII. TYPE OF CONTRACT.....	8
VIII. OPTION TO AWARD.....	8
IX. BASIS OF SELECTION	9
X. EVALUATION CRITERIA.....	9
XI. COST PROPOSAL AND HOW IT WILL BE SCORED	10
XII. MULTIPLE PROPOSALS - COLLUSION	11
XIII. ASSIGNMENT.....	11
XIV. INCURRED COSTS	11
XV. PROPOSAL RESULTS	11
XVI. BUSINESS LICENSE.....	11
XVII. COMPLIANCE WITH FEDERAL REGULATIONS	11
XVIII. USE OF SMALL AND MINORITY FIRMS, WOMEN’S BUSINESS ENTERPRISE & LABOR SURPLUS AREA FIRMS.....	12
XIX. OFFEROR’S UNDERSTANDING.....	12
XX. INSURANCE REQUIREMENTS	13
XXI. REQUIRED REPORTS.....	13
NICU and Nursery Rehabilitation and Expansion Project	17
Introduction	17
Scope of Work	17
1. Demolition	17

2. Fire-Rated Construction	17
3. Carpentry / Woodwork	18
4. Doors / Windows	18
5. Finishes	18
6. Mechanical – Plumbing	18
7. Mechanical – HVAC	18
8. Medical Gas System (NFPA 99 Compliant)	18
9. Electrical	19
10. Fire Protection System	19
11. Furniture / Equipment	20
Infection Control	20
Testing & Commissioning	20
Project Timeframe	20
RFP SUBMISSION CHECKLIST	21
PROPOSAL INVITATION	22
NOTE TO OFFERORS	23
SPECIAL REMINDER TO PROSPECTIVE OFFERORS	25
OFFERORS QUALIFICATION FORM	27
.....	27
DISCLOSURE STATEMENTS	30
BID BOND SECURITY INSTRUCTIONS	31
BID BOND SECURITY FORM	31
AUDITED ACTUALS FOR PREVIOUS THREE (3) YEARS ENDING	37

REQUEST FOR PROPOSALS – LBJ NICU & NURSERY REHABILITATION AND EXPANSION PROJECT

INTRODUCTION

The American Samoa LBJ Tropical Medical Center Authority invites you to submit a proposal for the LBJ NICU & NURSERY REHABILITATION AND EXPANSION Project in the village of Fagaalu. This project is fully funded by the American Rescue Plan Act (ARPA) and is part of LBJ's effort to improve the medical health services in the Territory of American Samoa. 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://lbjtmc.org>. For more information about this RFP, please contact the following person(s):

Fota Finau

Acting Director of Purchasing & Supply Chain
Phone: 684-633-1222 Ext. 1102
email: fota.finau@lbj.as

Shawn Togia

Procurement & Contract Specialist
Phone: 684-633-1222 Ext. 1105
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 and best value selection 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	Tuesday, April 22, 2025
PRE-PROPOSAL MEETING (MANDATORY) @ 10:00 AM – American Samoa Time LBJ Engineers Conference Room (Zoom link will be provided upon request)	Monday, April 28, 2025
Deadline for submitting questions and/or clarifications.	Thursday, May 01, 2025
PROPOSAL SUBMITTAL CLOSING DATE 2:00 PM – American Samoa Time Late submittals will not be opened or considered and will be determined as non-responsive.	Wednesday, May 07, 2025

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://lbjmc.org>).

GENERAL TERMS AND 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:

Fota Finau

Acting Director of Purchasing & Supply Chain

Phone: 684-633-1222 Ext. 1102

email: fota,finau@lbj.as

IV. CLARIFICATIONS AND ADDENDA TO 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 Director of Purchasing & Supply Chain. 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 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. Resumes for each key personnel should be no more than a page in length and include relevant work experience on similar or more complex projects 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. Include Subcontractors qualifications and 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.

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 later than 180 calendar days.** The Contractor shall achieve substantial completion of the Work within 30 calendar days prior to November 07, 2025 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, which 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.

“Work shall COMMENCE prior to May 31st. 2025.”

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 American Samoa 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, statutes 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/presentations, 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 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 Offerors shall be scored according to the **Commercial Evaluation** Criteria, and offeror who has achieved the minimum **Rate of Proposal / Bid Pricing**, will be given the maximum points for rate pricing. The points for all other proposals for rate of proposal/bid pricing who have also achieved the minimum required points for the non-priced proposal will be computed by the following formula:

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

The rest of the **Commercial Evaluation Criteria**, will be scored and tallied accordingly.

The Thresholds based on a Project's Independent Government Cost Estimate (IGCE) as shown below will be implemented:

THRESHOLD TO CHOOSE IN RELATION TO PROJECT'S IGCE:

PROJECT COST RANGE	± THRESHOLD FROM IGCE
Projects IGCE less than \$1.5 Million	25.0 %
Projects IGCE more than \$1.5 Million but less than \$5.0 Million	20.0 %
Projects IGCE more than \$5.0 Million but less than \$12.0 Million	15.0 %
Projects IGCE more than \$12.0 Million	10.0 %

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.

The successful Offeror 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. 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. REQUIRED REPORTS

- a. In addition to any requirements specified in the SOW, the Contractor shall also provide a monthly report of services completed. Monthly reports for the previous

month shall be submitted to the Project Engineer before the 10th day of each new month for verification prior to sending to any other LBJ office including the Accounting Division.

- b. The winning Contractor is required to submit a QA/QC Plan and a Safety Plan to LBJ's Project Engineer before construction starts.

XXII. 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:
 - i. 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;
 - ii. 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
 - iii. 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.

ADDITIONAL AMERICAN SAMOA REGULATIONS

- b. 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. 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.

XXI. TIME IS OF THE ESSENCE

- c. Time is of the essence in completing the work to be performed under the contract. 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. Absent agreed upon extenuating circumstances.

XXII. REPRESENTATION REGARDING ETHICS IN PUBLIC PROCUREMENTS

- d. 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.

XXIII. REPRESENTATION REGARDING CONTINGENT FEES

- e. 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.

XXIV. COMPLIANCE WITH LAWS

- f. 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.

XXV.

XXVI. VENUE AND CHOICE OF LAW

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

XXVII.

XXVIII. ERRORS IN THE RFP

- i. 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.
- j. 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.

NICU and Nursery Rehabilitation and Expansion Project

Statement of Work

Introduction

This Statement of Work defines the requirements for the rehabilitation and expansion of the Neonatal Intensive Care Unit (NICU) and Nursery at LBJ Tropical Medical Center. The project includes demolition of existing rooms and construction of a new open bay NICU facility with medical-grade systems and finishes, compliant with all applicable healthcare standards.

Scope of Work

This project involves the rehabilitation and expansion of existing spaces into a code-compliant Neonatal Intensive Care Unit (NICU) featuring:

- Five (5) open bay NICU patient care areas
- One (1) Isolation Room
- Two (2) private breastfeeding areas
- One (1) handwashing sink in the open NICU area
- One (1) dedicated sink in the Isolation Room
- One (1) Workstation
- Tie-in to existing HVAC, plumbing, electrical, medical gas, and fire protection systems
- Full integration of 2-hour fire-rated walls and 45-minute fire-rated doors for life safety compliance
- Refer to attached drawing for project layout

1. Demolition

- Remove existing walls, ceilings, and finishes as necessary.
- Disconnect and cap redundant utility connections.
- Proper disposal of debris at approved dumpsites.
- Include infection control measures and dust containment

2. Fire-Rated Construction

- Construct 2-hour fire-rated wall assemblies per UL 263 / ASTM E119, floor-to-deck, at:
 - NICU perimeter
 - Isolation Room
- Install 45-minute fire-rated doors (wood, gasketed, closers) at NICU Isolation room and at points of entry/egress within rated corridors.

- Use UL-listed fire-stopping systems for all penetrations.

3. Carpentry / Woodwork

- Frame openings for doors and windows as needed.
- Provide backing/framing for wall-mounted medical equipment and hand-washing sinks.
- Provide storage cabinets above sink and in NICU Isolation room.

4. Doors / Windows

- Install:
 - One (1) glass sliding door
 - Six (6) fixed or operable windows with sealed glazing as required for infection control

5. Finishes

- Seamless, non-slip, resilient flooring (hospital-grade)
- Durable, cleanable wall tile or impact-resistant wall protection panels
- Suspended acoustic ceiling tiles
- Paint: Antimicrobial coating (1 primer + 2 finish coats) interior and touch-up for any affected exterior walls

6. Mechanical – Plumbing

- Install two (2) new handwashing sinks:
 - One (1) in the NICU open bay area
 - One (1) inside the Isolation Room

7. Mechanical – HVAC

- Install four (4) split-type 18,000 BTU A/C units
- Trace and install supply and return ductwork to existing AHU as required

8. Medical Gas System (NFPA 99 Compliant)

- Trace, repair and extend (as needed) oxygen, vacuum, and medical air from the hospital's main system to each bay and isolation room
- Install zone valves, outlet stations, and alarm panels
- Comply with NFPA 99, ASSE 6010/6030

Piping and Distribution:

- **NICU Open Bay (Each of the 5 bays):**
 - (2) Oxygen outlets
 - (1) Medical Air outlet
 - (1) Vacuum outlet
- **Isolation Room:**
 - (2) Oxygen outlets
 - (1) Medical Air outlet
 - (1) Vacuum outlet

Pipe Sizes:

- Main distribution branches from existing risers:
 - **Oxygen:** 1" Type K copper (main), 1/2" branches
 - **Medical Air:** 1" Type K copper (main), 1/2" branches
 - **Vacuum:** 1" Type K copper (main), 1/2" branches

Additional Requirements:

- All pipe materials must be **Type K copper**, cleaned and labeled for medical gas use
- Brazed joints using **99.9% pure silver alloy** with nitrogen purge
- All work shall comply with **NFPA 99, ASSE 6010/6030/6040** standards

9. Electrical

- Provide complete electrical installation including:
 - Power outlets:
 - (2) Emergency (red) and (2) Normal (white) duplex outlets per NICU bay
 - Same configuration in the NICU Isolation room with additional dedicated emergency lighting
 - Fixtures:
 - Eight (8) LED lights (3-level dimmable)
- Install fire alarm, nurse call, and low-voltage wiring
- Coordinate all connections to the existing facility's electrical panels

10. Fire Protection System

- Extend current facility fire protection system to fully protect the NICU
- Provide upright/concealed heads as required
- Install or relocate per **NFPA 72:**

- Smoke detectors
- Audible/visual alarm devices
- Pull stations
- Perform full testing, certification, and tie-in to the hospital's fire alarm system

11. Furniture / Equipment

- All medical equipment and furniture will be **provided by LBJ Tropical Medical Center**
- Contractor must coordinate rough-ins, structural supports, and final connections as needed

Infection Control

- An **Infection Control Risk Assessment (ICRA)** is required
- Maintain dust barriers, negative pressure zones, HEPA filtration, and infection control documentation throughout construction

Testing & Commissioning

- Medical gas third-party testing and labeling
- Final inspection and punch list resolution
- Fire alarm and sprinkler certification
- Delivery of AS-built drawings and O&M manuals

Project Timeframe

- Estimated time for completion: **180 calendar days from Notice to Proceed (NTP)**
- Phased construction and scheduling must consider hospital operations and patient safety

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. Five (5) Hard Copies of Proposal – One (1) Original, 4 Copies, and 1 electronic (PDF preferred – **UNPROTECTED and/or if digitally signed unprotected**)

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 fota.finau@ljb.as. Hard copies may also be sent to:

Fota Finau

Acting Director of Purchasing & Supply Chain

Phone: 684-633-1222 Ext. 1102

email: fota.finau@ljb.as

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 (**electronic copy in USB Flash drive or via direct e-mail to Director of Purchasing**) 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 Director of Purchasing & Supply Chain.

NOTE TO OFFERORS

This RFP is subject to the attached General Terms and Conditions of “**RFP No. LBJ25.08 - LBJ NICU & Nursery Rehabilitation and Expansion 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 **One Hundred Twenty (120)** 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: _____

RFP BID FORM

**LBJ Tropical Medical Center RFP Bid Form Breakdown
Attn: Fota Finau, LBJ Acting Director of Purchasing & Supply Chain**

LBJ25.08 – LBJ NICU & NURSERY REHABILITATION AND EXPANSION PROJECT

ITEM	CODE ELEMENT	QTY.	UNIT	RATE, \$	TOTAL, \$
1.0	DIRECT LABOR				
	Project Manager				
	Project Engineer				
	Supervisor				
	Foreman				
	Carpenter				
	Electrician				
	Plumber				
	A/C Tech				
	Laborer				
	Other Labor Cost Overhead				
	TOTAL ITEM 1: LABOR COST				
2.0	OTHER DIRECT COST				
	Materials				
	Equipment				
	Subcontract				
	Shipping, tax, insurance				
	Miscellaneous				
	Other Direct Cost Overhead				
	TOTAL ITEM 2: TOTAL OTHER DIRECT COST				
3.0	DIRECT COST				
1	General & Administrative (G&A) Cost				
2	Project & Construction Management Cost				
3	Profit & Taxes				
	TOTAL ITEM 4: SUB TOTAL				
4.0	OVERALL PROJECT LUMPSUM BID				

Company Name: _____

Date: _____

Signature: _____

LBJ-BF Rev 24.01

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, and submit Bid Bond Form or cashier's check for 5% of the total bid amount. All bid bonds must be in the form included in the contract documents as follows; **Bid Bond Certificate from bonding agency, Cashier's Check, or issuing Contractor's Company check amounting to 5% of Proposal Cost.** 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 this document and must follow the 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. LBJ25.08 - LBJ NICU & Nursery Rehabilitation and Expansion Project" as of this date, _____, 2025.

(Signature of Offeror's Representative)

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 a 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 INSTRUCTIONS

The Bid Bond Security in the sum of 5% of the total bid amount must accompany each Bid and shall be furnished to the LBJ as a guarantee and will be retained until the written contract between the Contractor and LBJ is executed and the performance and labor and materials payment bonds are furnished by the Contractor. If the Contractor fails to enter into a written contract, LBJ will retain the Contractor's Bid bond as liquidated damages, but not as a penalty.

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. LBJ25.08 LBJ NICU & Nursery Rehabilitation and Expansion 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 singer)

Personally Known

(Signature Notary)

Produced Identification

(Seal)

Type of ID: _____

PERFORMANCE AND 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 Circular 570 will not be required for this RFP Proposal However, all contractors are still required to provide performance bond from an USA or American Samoa registered provider.

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 BOND FORM

No. _____

KNOW TO ALL BY THESE PRESENTS

That _____
(Full name and 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 & legal title)

as 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 and Project number)

which contract is by reference made a part hereof, 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 American Samoa Medical Center (LBJTMC) to be in default under the Contract, the American Samoa Medical Center 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 American Samoa Medical Center (LBJTMC) and the Surety jointly of the lowest responsive, responsible Offeror, arrange for a contract between such Offeror and the American Samoa Medical Center, 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 American Samoa Medical Center to Contractor under the Contract and any amendments thereto, less the amount properly paid by the American Samoa Medical Center to Contractor.

- No right of action shall accrue on this bond to or for the use of any person or corporation other than the American Samoa Medical Center or successors of the American Samoa Medical Center.

[Signature Page Follows]

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)

AUDITED ACTUALS FOR PREVIOUS THREE (3) YEARS ENDING

We have verified the Audited Financial Statements and other relevant records of _____ (Name of the Offeror) and certify the following:

A. AUDITED ANNUAL TURNOVER OF LAST 3 YEAR

YEAR	AMOUNT (USD)
YEAR 1:	
YEAR 2:	
YEAR 3:	

B. WORKING CAPITAL AS PER LAST AUDITED FINANCIAL STATEMENT

DESCRIPTION	AMOUNT (USD)
C. CURRENT ASSETS	
D. CURRENT LIABILITIES	
E. WORKING CAPITAL (CURRENT ASSETS MINUS CURRENT LIABILITIES)	

F. ADDITIONAL INFORMATION

DESCRIPTION	AMOUNT (USD)
TOTAL DEBT (Including Current Liabilities / Total Equity and Preferred Capital)	

Instructions:

1. Offeror shall provide the audited financial statements as required for this Tender. Failure to do so would result in the Proposal being considered as non-responsive.
2. For the purpose of this document:
 - a. Annual Turnover shall be “Sale Value / Operating Income”
 - b. Working Capital shall be “Current Assets less Current Liabilities”
3. This certificate is to be submitted on the letter head of a Certified Public Accountant

APPENDICES: (ATTACHMENTS)

(Attached Separately)