



**AMERICAN SAMOA  
POWER AUTHORITY**

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**AMERICAN SAMOA POWER AUTHORITY Materials Management Office**

**REQUEST FOR PROPOSAL (“RFP”) ASPA.17.041 TAFUNA PLANT  
BUILDING REHABILITATION PROJECT.**

Closing Date and Time; Tuesday July 18, 2017 at 2:00 pm local time

Issuance Date: June 03, 2017

Approved for Issuance: Utu Abe Malae, Executive Director

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## NOTICE TO OFFERORS

ISSUANCE DATE: June 03, 2017  
RFP NUMBER: **ASPA17.041. TPPBRP**  
PROJECT NAME: **TAFUNA PLANT BUILDING REHABILITAYION PROJECT**  
CLOSING DATE/TIME: **July 18, 2017 @ 2:00 p.m., American Samoa Time**

The American Samoa Power Authority (ASPA) issues this Request for Proposals (“RFP”) for the rehabilitation of the Tafuna Power Plant building.

Qualified offerors must submit proposals in a sealed envelope, box, or other enclosure addressed to Ioana Uli, ASPA Procurement Manager. The sealed envelope or box must show date and time of proposal opening and be labeled: **“RFP No. ASPA 17.041 TAFUNA POWER PLANT BUILDING REHABILITATION PROJECT”**. Late submittals will not be opened or considered and will be determined as non-responsive. Electronic submittals may be made by submitting electronic PDF copies of proposals to [bids@aspower.com](mailto:bids@aspower.com) no later than the date and time as specified. All offerors shall provide sufficient written and verifiable information that responds to the requirements set forth herein.

A complete RFP package may be picked up from the ASPA Materials Management Office located at the Tafuna Power Plant compound (Security Guard at the Gate will direct you to the back where the Materials Management Office is located). You may also view this RFP online at [www.aspower.com](http://www.aspower.com) which is ASPA’s Website. For more information about this RFP, please contact the following person(s):

Ioana Uli,  
Materials/Procurement Manager  
Tel. 684.699.3057  
Email: [bids@aspower.com](mailto:bids@aspower.com)

The American Samoa Power Authority reserves the right to:

1. Reject all proposals and reissue a new or amended RFP.
2. Reject proposal from companies with adverse records involving fraud, overcharging and bribery in construction projects.
3. Request additional information from any company submitting a proposal.
4. Select a firm for award based on other than “least cost” (e.g. capability to complete work in a timely fashion or proven technical capabilities).
5. Negotiate a contract with the firm selected for award.
6. Waive any non-material violations of rules set up in this RFP at its sole discretion.

**Utu Abe Malae, Executive Director      Date: June 03, 2017**

**PROPOSAL INVITATION**

**DATED ISSUED:** May 31, 2017

**PROPOSAL INVITATION NO: RFP NO:** ASPA17.041 TAFUNA POWER PLANT BUILDING REHABILITATION PROJECT

**INSTRUCTIONS:**

- 1) This REQUEST FOR PROPOSALS (RFP) shall be submitted in a sealed envelope, box, or other enclosure addressed to Ioana Uli, ASPA Materials/Procurement Manager, P.O. Box PPB, Pago Pago, AS 96799. An original, one PDF electronic copy, and five (5) hard copies must be received at **ASPA’s Materials Management Office no later than 2:00 pm on July 18, 2017**. The envelopes or boxes must be labeled **“RFP No. ASPA 17.041 TAFUNA POWER PLANT BUILDING REHABILITATION PROJECT”**. **Late submittals will not be opened or considered and will be determined as non-responsive**. All Offerors shall provide sufficient written and verifiable information that responds to the requirements set forth herein, the Contract Documents, and in the **Scope of Work**.
- 2) **Pre-proposal Questions** – There will be a pre-proposal meeting to be held at the Power Generation Conference Room in Tafuna on **June 30, 2017**, followed by a tour or inspection of the power plant. Any pre-proposal questions and/or clarifications shall be submitted to Ioana Uli in writing at bids @aspower.com. Questions and/or clarifications are welcome and should be submitted no later than **2:00 pm on July 07, 2017**.
- 3) ASPA shall issue addenda to address any questions and/or clarifications as necessary by **July 11, 2017**.

**NOTE TO OFFERORS:**

This Request for Proposal (RFP) is subject to the attached General Terms and Conditions and Scope of Work. 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 proposal. In Consideration of the expense to the American Samoa Power Authority in opening, tabulating, and evaluating this and other proposals, and other considerations such as the schedule, the undersigned agrees that this proposal shall remain firm and irrevocable for Ninety (90) calendar days from the proposal closing date to supply any or all of the items which prices are quoted. **Furthermore, all quotes and prices from the successful Offeror must be in United States Dollars (USD).**

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**AMERICAN SAMOA POWER AUTHORITY**

**SPECIAL REMINDERS TO PROSPECTIVE OFFERORS**

All Offerors are reminded to read and comply with the Proposal Invitation Instructions and General Terms and Conditions. The Offeror must attach a signed Proposal Transmittal Form and acknowledgement of all Proposal Conditions and Addenda. The Offeror shall ascertain that all of the following requirements of the proposal are submitted in a single proposal envelope or box and delivered prior to the specified date and time for proposal opening.

- a. Proposal Transmittal Form (Attachment A)
- b. Scope of Work (Attachment B)
- c. Proposal Cost Form (Attachment C)
- d. Offeror Qualification Sheet (Attachment D).
- e. Performance Bond Instructions & Performance Bond ( Attachment E)
- f. Architectural & Engineering (A&E) Design by Kramer Ausenco (Attachment F).

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 the special reminder to prospective Offerors together with Proposal  
ASPA17.041. "TAFUNA POWER PLANT BUILDING REHABILITATION PROJECT" as of this date  
\_\_\_\_\_ 2017.

\_\_\_\_\_

Signature of Offeror's Representative

## **SIGNIFICANT DATES**

The following are the significant dates for the RFP and the anticipated Contract and Scheduling Dates:

June 03, 2017	Request For Proposal Advertisement
June 30, 2017	Pre-proposal Meeting at Tafuna Power Plant Conference Room followed by power plant visit or inspection.
July 07, 2017	Deadline for submitting questions/inquiries/clarifications
July 18, 2017	Closing Date (2:00 p.m. American Samoa time)
July 24, 2017	SEB submit recommendations to Procurement Manager
July 27, 2017	Inform Successful Offeror
Aug. 07, 2017	Contract Award and Notice to Proceed
<b>June, 08, 2018</b>	<b>Project completion</b>

**Dates are subject to change.**

## **GENERAL TERMS AND CONDITIONS**

### **ASPA17.041.TAFUNA POWER PLANT BUILDING REHABILITATION PROJECT**

**I. INTRODUCTION:** The American Samoa Power Authority (ASPA) invites qualified firms to submit formal, written proposals for the rehabilitation and upgrading of the Tafuna Diesel Power Plant. The project focuses on four (4) major areas namely Structural, Noise Attenuation, Ventilation and Lighting. The building rehabilitation works shall be performed based on the Architectural and Engineering (A&E) Design by KRAMER AUSENCO (Attachment F). The A&E Study and the complete description of required services and deliverables is listed in the Scope of Work, which is incorporated herein as if fully set forth.

This invitation is an open and competitive process in which ASPA, hereby invites sealed proposals from qualified firms.

**II. BACKGROUND:** The American Samoa Power Authority (ASPA) desires to fully rehabilitate the Tafuna Power Plant Building, which was constructed circa 1972 with four (4) bays.

Two (2) additional bays were added in 2003 along with noise attenuation wall panels. Centralized air conditioning for the switchgear and control room was replaced with split units since 1999. The existing power plant building is approximately 132ft x 79ft or 10,428 square feet, a single story building with a basement.

The project shall be designed and constructed in accordance with the Scope of Work and the Architectural & Engineering (A&E) Design performed by Kramer Ausenco (Attachment F).

The Owner plans gut renovation of the building columns, walls, louvers, roof, roof cowls, ventilation and lighting system. The building shall be rehabilitated and designed with noise attenuation, along with an new ventilation and LED lighting system. Mechanical, plumbing and electrical systems will also be replaced as described in the A&E Design in Attachment F.

Site work will include among other things a new enhanced building entrance. The existing parking lot will remain but will required new eight inch concrete slab.

The Tafuna plant will remain partially operational throughout the rehabilitation construction period. ASPA will work with the successful contractor to shut down sections of the plant where work is to be performed.

The Owner wants to maximize sustainable green design features and energy efficiency.

**III. AUTHORITY:** ASPA generates and distributes electrical power and provides water, wastewater, solid waste services for the islands of American Samoa, a Territory of the United States. ASPA, a semi- autonomous agency of the American Samoa Government (ASG), was formally established through the ASG legislative act on October 1, 1981. Prior to that date, ASPA was operated as a division of ASG's Department of Public Works. The separate, semi-autonomous power authority was established to provide better accountability and operating efficiency.

ASPA is governed by a five-member Board of Directors appointed by the Governor and confirmed by the legislature. The first three members serve four-year staggered terms, and the fourth and fifth members serve four-year concurrent terms. All rates charged by ASPA are developed and promulgated in accordance with ASG Administrative Procedures Act 4.1001 and the Public Utility Regulatory Policies Act (PURPA) for electricity.

#### **IV. SCOPE OF WORK:**

The Contractor shall be responsible for the following Scope of Works and any and all requirements specified in this RFP, the A&E Design and the Contract Documents, as that term is defined herein.

1. To rehabilitate and upgrade the existing Tafuna Power plant in accordance with the Architectural & Engineering design performed by Kramer Ausenco and requirements in the detailed Scope of Work in Attachment B.
2. The successful contractor shall be responsible for the cost of freight for all materials and equipment shipped into Pago Pago, American Samoa, as well as land transportation of materials to the job site at Tafuna power plant.
3. The 5% Excise Tax for all imported project materials and equipment shall be the responsibility of the successful contractor.
4. A Performance Bond shall be required as described in Attachment E.
5. Project shall be completed by June 08, 2018.

Refer to Attachment B for the detail Scope of Work.

**V. DATE/TIME/PLACE FOR PROPOSAL SUBMITTAL:** Each Offeror must submit their proposals in a sealed envelope addressed to the Materials/Procurement Manager. An original and five (5) copies of the Offeror's proposal must be received at the ASPA Materials Management Office no later than **2:00 p.m. July 18, 2017, American Samoa time**. Late submittals will not be opened or considered and will be determined as non-responsive. All Offeror's shall provide sufficient written and verifiable information that responds to the requirements set forth herein and in the Scope of Work.

The Offerors may submit the proposals through two (2) means:

1. Electronic File Transfer – The Offeror may submit the proposal using the electronic mail facility. This will enable the Offerors to upload proposal file by email attachment. The proposals must be uploaded by **2:00 PM on July 18, 2017, American Samoa time**.
2. In Person Delivery – Offerors may deliver the proposal in person to the ASPA Offices at the Tafuna Power Plant compound (Security Guard at the main gate will direct Offerors and/or Representative to the Procurement Office inside the compound) in Tafuna. Proposal must be received by **2:00 PM on July 18, 2017, American Samoa Time**.



**VI. PRE-PROPOSAL QUESTIONS:** Any pre-proposal questions and/or clarifications shall be submitted in writing to the Procurement Manager Ioana Uli by email at bids@aspower.com. Questions must be received no later than **July 07, 2017**. ASPA will then issue addenda to address any questions and/or clarifications as may be necessary. ASPA reserves the right to issue addenda for any changes to this RFP. Offerors will be requested to send a signed “Receipt of Addenda” to ASPA for each addendum that may be issued

**VII. PROPOSAL PREPARATION INSTRUCTIONS**

- A. The proposal must contain four (4) parts as follow:
1. Company’s Profile and Portfolio.
  2. Technical:
    - a. Offeror must describe the approach that will be undertaken to achieve the goals and objectives of the Scope of Work.
    - b. Offeror must provide a proposed project schedule.
  3. Prior Related Experience/Past Performance:
    - a. A description of the Offeror’s related experience must be provided.
    - b. A dossier of personnel qualifications and professional credentials as requested on the Attachment C, The Offeror Qualification Sheet, must be listed.
    - c. Attachment C must include a list of three or more references and a project history to document a minimum of five (5) years of specifically related experience.
  4. Proposed Price:
    - a. The Offeror’s price submittal shall be presented in a breakdown format.
    - b. The proposed price breakdown should identify all costs example taxes, travel, road transportation, shipping, spares etc.
- B. OFFERORS shall prepare their proposals in detail accordingly.

**VIII. LEAD TIME:** The Contractor shall provide the Lead Time for specialize materials CIF Pago Pago Port.

**IX. TYPE OF CONTRACT:** The Contractor will provide services to ASPA under a negotiated fixed price agreement. The successful Offeror shall furnish the necessary personnel, materials, insurances, licenses, equipment, ground transportation to and from work areas, required materials or services, and otherwise do all things necessary to perform the work and services specified in the Scope of Work and to the satisfaction of the Executive Director.

The Contractor must at all times comply with all applicable workman’s compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. ASPA will not be held responsible in any way for claims filed by the successful Offeror or its employees for services performed under the terms of this RFP or the contract.

The Contractor shall be an independent contractor and not an agent or employee of the American Samoa Power Authority or the American Samoan Government (ASG). ASPA will not be held responsible in any way for claims filed by the Contractor or its employees for services performed under the terms of this RFP or the contract.

**X. BASIS FOR SELECTION:** Proposals will be evaluated by a Source Evaluation Board (“SEB”). SEB members shall be approved by the Procurement Manager. Submission of a proposal shall constitute a waiver of any challenge or dispute of the SEB members, as well as the choice of methodology set forth on the SEB score sheets. The award will be made by ASPA in accordance with the evaluation criteria set forth herein and with ASPA’s Procurement Rules.

A determination shall be made by the SEB of those responsible Offerors whose proposals are susceptible of being selected for award. The determination shall be included in the contract file. Discussions may be conducted by the SEB with those responsible Offerors whose proposals are determined to be responsive and responsible to the RFP. These discussions shall only be conducted for the purpose of obtaining clarification from the Offeror on its proposal to ensure full understanding of and responsiveness to the RFP requirements. Discussions shall be conducted individually with each offeror and care shall be exercised to ensure that no information derived from competing offeror’s proposals is disclosed. All Offerors with whom discussions are conducted shall be accorded an opportunity to revise their proposals in response to specific clarifications based on the discussions. Unless the Materials/Procurement Manager determines that satisfactory evidence exists that a “mistake” has been made, as set forth in Procurement Rules §3-114, Offerors will not be permitted to revise their proposals after proposal opening.

The results of the evaluation will be documented, and written recommendation by the SEB will be sent to the Materials/Procurement Manager. Recommendation for award is sent to the Executive Director for approval.

ASPA 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 ASPA after taking into consideration the aforementioned factors. ASPA also reserves the right to select portions of a proposal, or to reject any and all proposals.

**XI. EVALUATION CRITERIA:** Proposals will be evaluated and ranked by the Source Evaluation Board according to the following point system:

Technical: 0 - 10 points possible

Experience: 0 - 20 points possible

Delivery:	0 - 20 points possible
Contract Price:	0 - 50 points possible
Total Score:	100 points (best possible score)

ASPA reserves the right to make the contract award to the Offeror that submits the proposal which best meets the requirements set forth herein and which is in the best interest of ASPA after taking into consideration the aforementioned factors.

**XII. ATTACHMENTS**

- A. Attachment A is the Proposal Transmittal Form
- B. Attachment B is the Scope of Work.
- C. Attachment C is the Proposal Cost Form.
- D. Attachment D is the Offeror’s Qualification Form
- E. Attachment E is the Performance Bond Instructions.
- F. Attachment E is the Architectural & Engineering (A&E) Design

**XIII. QUALIFICATION OF OFFERORS:** ASPA may make such investigations as it deems necessary to determine the ability of the Offeror to perform the work and the Offeror shall furnish to ASPA such information and data for this purpose as ASPA may request, or else the Contractor may be deemed non-responsive. The Offeror shall submit at least that information required by the section entitled Attachment C, the “Offeror’s Qualification Form”.

**XIV. 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 ASPA. This shall not prevent a Contractor from submitting alternate Proposals when called for. A party who has quoted prices on materials to a Contractor is not thereby disqualified from quoting prices to other Contractor or from submitting a Proposal directly for the materials or work.

If ASPA believes that collusion exists amongst any OFFERORS, none of the participants in such collusion will be considered. Proposals in which the prices are unreasonable or unrealistic may be rejected at ASPA’s sole discretion.

**XV. BUSINESS LICENSE:** An Offeror from elsewhere than American Samoa shall be appropriately licensed in accordance with the state and/or country of the OFFERORS origin and shall be skilled and regularly engaged in the general type and size of work called for under this RFP.

**XVI. CONTRACT DOCUMENTS:** The contract documents (the “Contract Documents”) which govern all work set forth by this RFP consist of the following:

1. This RFP and its Attachments;
2. All addenda to this RFP;
3. Any submissions pursuant to any issued addenda;
4. Any clarifications as may result from Proposal evaluations; and
5. The Contract (or the “Agreement”).

**XVII. WITHDRAWAL OF PROPOSAL:** Any Proposal may be withdrawn prior to the scheduled time for the opening of Proposals by notifying ASPA in a written request. No Proposal may be withdrawn after the time scheduled for opening of Proposals.

**XVIII. OPENING AND EVALUATION OF PROPOSALS:** In accordance with Procurement Rule § 3-110, Proposals will be opened and recorded as part of the record for the Source Evaluation Board on the date and at the time indicated above at the Materials Management Office in Tafuna or in another place designated by the ASPA Procurement Manager in writing.

**XIX. EXECUTION OF CONTRACT:** The Contractor shall, after receiving the Notice of Award, sign and deliver to ASPA the Contract, together with other documents as required by ASPA.

**XX. ASSIGNMENT:** The Contractor shall not assign, transfer, convey or otherwise dispose of the Contract, or his right, title or interest therein, or his power to execute such Contract, to any other persons, firm or corporation without previous consent in writing of ASPA.

**XXI. TIME IS OF THE ESSENCE:** The time is of the essence in completing the work to be performed under the Contract. Delays and extensions of time may be allowed only in writing signed by both parties as in accordance with the provisions of the Agreement.

**XXII. RFP CONDITIONS:** This RFP does not commit ASPA to award a contract or to pay any cost incurred in the preparation of a proposal. The American Samoa Power Authority reserves the right to do the following:

1. Reject any Offeror for being non responsive to the Proposal requirements which are contained in this RFP;
2. Reject proposals from companies with adverse records involving fraud, overcharging and bribery in construction projects.
3. Reject all proposals and reissue an amended RFP;

4. Request additional information from any Offeror submitting a proposal;
5. Select an Offeror for award based on other than “least cost” criteria (e.g. capability to complete work in a timely fashion or substantive and relevant work experience);
6. Negotiate a contract with the Offeror selected for award; and
7. Waive any non-material violations of rules contained in this RFP.

ASPA reserves the right to issue any addendum to this RFP. Contractor shall send ASPA a signed form confirming receipt of any addenda, and shall submit supporting/additional information as required by any addenda. In the event that any Contractors fails to acknowledge receipt of any such Addendum in the space provided, his Proposal shall be considered irregular and will be accepted by ASPA only if it is in ASPA’s best interest. In the event that Addenda are not received until after the Contractor has submitted his Proposal, a supplementary Proposal may be submitted revising the original Proposal. Such supplementary proposals must be received by ASPA prior to the scheduled time for opening of Proposals.

**XXIII. INDEMNITY PROVISION:** The Contractor shall indemnify and hold harmless the American Samoa Power Authority and the American Samoa Government from and against any and all claims, damages, losses, and expenses including attorney’s fees arising out of or resulting from the performance of this project, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, death or damage to property of whatsoever nature, including the loss of use resulting therefrom, and whether or not is caused in whole or in part by any negligent act or omission of the Contractor, its subcontractors, or anyone employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by the negligence of ASPA and/or the strict liability of ASPA, its agents and employees.

**XXIV. OFFEROR’S QUALIFICATION DATA:** It is the intention of ASPA to award a Contract only to a Contractor who is able to furnish satisfactory evidence that it has the requisite experience and ability and that it has sufficient capital, facilities and plant to enable it to prosecute the work successfully and promptly and to complete it within the term set forth in the Contract.

**The Contractor shall submit as part of the total Proposal package, the following information:**

- a. Name of organization;
- b. Address and phone number of home office, principal place of business and locations and contact information for any branch offices;
- c. Type of business structure, e.g., corporation, partnership, joint venture, proprietorship;
- d. Place of organization or state of incorporation;

- e. Name and addresses for all owners for businesses other than corporations;
- f. For corporations, list the names and addresses of directors, officers and stockholders with twenty (20) percent ownership interest or greater;
- g. Places, including individual states and territories of the United States, where registered as a foreign corporation;
- h. List all countries and all states, territories and possessions of the United States in which similar consulting work has been performed in the last three (3) years, including:
  - i. Name of awarding agency or owner for which work was performed;
  - ii. Nature and scope of contract, including total dollar value;
  - iii. Dates of performance;
  - iv. Whether performance was completed within the specified time under the contract and, if not, why not; and
  - v. Whether contract was performed under joint venture, and if so, with whom and under what arrangement.
  - vi. The Name or names of supervisory personnel employed on the work under this Contract, including the experience record for each that indicates the degree of responsibility and type of work supervised;
  - vii. The names and addresses of three references.

**ATTACHMENT A**  
**PROPOSAL TRANSMITTAL FORM**

Date: \_\_\_\_\_, 2017

**AMERICAN SAMOA POWER AUTHORITY**  
**American Samoa Government**

The undersigned (hereinafter called an Offeror), proposes and agrees to furnish all the necessary information to

**“ASPA17.041 – TAFUNA POWER PLANT BUILDING REHABILITATION PROJECT”**

in accordance with the Scope of Work, General Terms and Conditions, and other procurement requirements specified in this document for the prices states in the itemized proposal form(s) attached hereto, plus any and all sums to be added and/or deducted resulting from all extra and/or omitted work in accordance with the unit and/or lump sum prices stated in the itemized proposal form attached hereto.

The undersigned has read and understands the proposal requirements, and is familiar with and knowledgeable of the local conditions at the place where the work is to be performed. We have read the RFP Instructions and General Terms and Conditions attached to ascertain that all of the requirements of the proposal are submitted in the proposal envelope at the date and time for proposal opening.

\_\_\_\_\_  
Signed

Seal

Date: \_\_\_\_\_

## **ATTACHMENT B**

### **SCOPE OF WORK**

The Contractor shall provide all materials, equipment, tools and labor to rehabilitate and upgrade ASPA's Tafuna Power Plant building, based on Kramer Ausenco's Architectural & Engineering design in **Attachment F**, and this Scope of Work.

In addition to the Architectural & Engineering (A&E) design, the following is included in the Scope of Work.

Due to the plant's exposure to salt spray carried inland by prevailing winds, all materials selected for the rehabilitation project shall be corrosion resistant. Steel columns, beams, braces, and purlins shall be galvanized steel. All anchor bolts, structural bolts, washers and nuts shall be hot dipped galvanized. Roofing screws for roof and walls shall be galvanize or stainless steel. Louvers and frames shall be anodized aluminum or better and shall be rated for hurricane force winds as described in the A&E Design.

The successful contractor shall also supply all materials, equipment, tools and labor to perform the following:

1. Repair and or replace structural members in the building that have excessive corrosion. Structural members includes steel columns, beams and braces.









Lower sections of columns with heavily corroded baseplates shall be cut and replaced. Temporary support columns 250UB or higher shall be installed where sections of corroded columns have to be cut and replaced.

Replacement UB column sections and base plates shall be pre-welded and pre-drilled, galvanized steel. New anchor bolts shall be installed in new holes, cored with coring machines and secured in place with suitable epoxy. Anchor bolts shall be hot dipped galvanize for protection against corrosion. Wedge anchors will not be used for securing columns to the concrete floor or foundation.

New column sections shall be a minimum of 6 feet in length and shall be splice welded to existing columns.

2. The West wall of the building shall be assembled in a manner – that enables wall sections to be unbolted and removed when generators required removal from the building.
3. The successful contractors shall be responsible for the shipping costs of all project materials, equipment and tools to American Samoa, as well as local transportation of the materials and equipment to the job site at Tafuna power plant.
4. All project materials, equipment and tools shipped into American Samoa is subject to a 5% Excise Tax. The successful contractor shall be responsible for the payment of the 5% Excise Tax
5. A Performance or Surety Bond shall be provided and shall be in the amount of the total project cost as described in Attachment E.



			 FDR 2
BATTERY STORAGE SYSTEM 	GEN 1 	GEN 2 	GEN 3 

**ATTACHMENT C**  
**PROPOSAL COST FORM**

<u>Description</u>	<u>Total Cost</u>
Rehabilitation Works: Price shall include the supply of all materials, equipment, tools and labor to fully rehabilitate the Tafuna Power Plant <u>building</u> as described in the SOW and A&E Design.	_____
Performance Bond:	_____
Other Costs:	_____
Total Cost:	_____

Offeror shall propose a total cost as mentioned above.

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

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

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

Business License Number: \_\_\_\_\_

**ATTACHMENT D**  
**OFFEROR'S QUALIFICATION SHEET**

1. NAME OF ORGANIZATION:

\_\_\_\_\_

2. ADDRESS:

\_\_\_\_\_

3. TELEPHONE:

Home: \_\_\_\_\_

Office: \_\_\_\_\_

Business: \_\_\_\_\_

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

Fax Number: \_\_\_\_\_

Taxpayer ID Number: \_\_\_\_\_

4. CONTACT PERSON: \_\_\_\_\_

5. TYPE OF BUSINESS:

\_\_\_\_ Corporation    \_\_\_\_ Partnership    \_\_\_\_ Proprietorship    \_\_\_\_ Joint Venture

*Note: For Corporations – Articles of Incorporation Certification must be on record with the Treasurer of American Samoa. 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.*

Place of Organization or State of Incorporation:

\_\_\_\_\_  
Owner's Names and Addresses (if not a Corporation):

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For Corporations: Names and Addresses of Directors, Officers, and Stockholders with 20% or greater interest in the company

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Individual States and Territories of the United States where company is registered as a foreign corporation

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6. List three projects of a similar nature, which have been completed by the Offeror within the last five (5) years, the total dollar amount of each project and the owner/contract person as a reference.
  - a. Name of Awarding Agency or Owner for which work was performed:

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Nature and Scope of Contract:

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Name, Address, and Phone Number of Agency Contact Person:

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Total Dollar Value: \_\_\_\_\_

Date Completed \_\_\_\_\_

If not completed, why?

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Was the contract performed under joint venture, if so with whom and under what arrangement?

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b. Name of Awarding Agency or Owner for which work was performed:

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Nature and Scope of Contract:

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Name, Address, and Phone Number of Agency Contact Person:

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Total Dollar Value: \_\_\_\_\_

Date Completed \_\_\_\_\_

If not completed, why?

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Was the contract performed under joint venture, if so with whom and under what arrangement?

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c. Name of Awarding Agency or Owner for which work was performed:

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Nature and Scope of Contract:

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Name, Address, and Phone Number of Agency Contact Person:

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Total Dollar Value: \_\_\_\_\_

Date Completed \_\_\_\_\_

If not completed, why?

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Was the contract performed under joint venture, if so with whom and under what arrangement?

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d. Name of Awarding Agency or Owner for which work was performed:

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Nature and Scope of Contract:

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Name, Address, and Phone Number of Agency Contact Person:

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Total Dollar Value: \_\_\_\_\_

Date Completed \_\_\_\_\_

If not completed, why?

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Was the contract performed under joint venture, if so with whom and under what arrangement?

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7. List the name or names of supervisory personnel proposed to be employed on the work under this Contract, including the experience record for each that indicates the degree of responsibility and type of work supervised.

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8. List the names and addresses of three (3) references, at least one of which should be a bank or other lending institution, governmental agency, or b

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**ATTACHMENT E**  
**PERFORMANCE BOND**  
**INSTRUCTIONS**

The Performance Bond – A performance and surety bond must be provided prior to or concurrent with the execution of the written contract. The performance bond shall be in the amount of (the total project cost)\_\_\_\_\_Dollars (\$). The Performance Bond shall be filed with an authorized surety company (U. S. Department of Treasury listed), approved or issued by a surety acceptable to ASPA. The costs of said bond shall be included in the contract price. The Performance Bond will be in force until the work is completed following the Notice to Proceed.

If awarded the Contract, the undersigned agrees to complete the work within \_\_\_\_\_ calendar days upon receipt of the Notice to Proceed as defined in the General Provisions of the Contract. If the undersigned (Contractor) fails to complete the work in \_\_\_\_\_ calendar days, not including any extensions by the ASPA, the undersigned shall forfeit the performance bond to the American Samoa Power Authority.

RESPECTFULLY SUBMITTED BY:

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(OFFEROR - SIGNATURE)

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(BY)

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(TITLE)

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(BUSINESS ADDRESS)

**ATTACHMENT E**  
**PERFORMANCE BOND**

No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS that (here insert full name and address or legal title of Contractor ) \_\_\_\_\_, as Principal hereafter called the Contractor, and (Bonding Company),

\_\_\_\_\_, a duly admitted insurer under the laws of the Territory of American Samoa, as Surety, hereinafter called Surety are held firmly bound unto the American Samoa Power Authority (“ASPA”) Territory of American Samoa as Oblige, in the amount of \_\_\_\_\_ Dollars ( \$ \_\_\_\_\_), for payment of whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has by written agreement dated \_\_\_\_\_, entered into a contract with the American Samoa Power Authority for (describe project and insert 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 alternation or extension provided the same be within the scope of the contract. Whenever Contractor shall be and is declared by the American Samoa Power Authority to be in default under the Contract, the American Samoa Power Authority 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; or
2. Obtain an offer or offers for completing Contract in accordance with its terms and conditions, and upon determination by the American Samoa Power Authority and the Surety jointly of the lowest responsive, responsible Offeror, arrange for a contract between such Offeror and the American Samoa Power Authority, 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 Power Authority to Contractor under the Contract and any amendments thereto, less the amount properly paid by the American Samoa Power Authority 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 Power Authority or successors of the American Samoa Power Authority.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ 2017 \_\_\_\_\_.

\_\_\_\_\_  
(PRINCIPAL) SEAL

\_\_\_\_\_  
(WITNESS)

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

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

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

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

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

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