



**AMERICAN SAMOA  
POWER AUTHORITY**

**REQUEST FOR QUOTES**

**SEPTEMBER 5, 2017**

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**SUPPLY AND DELIVERY  
OF  
UNDERGROUND CABLES**

**RFQ No. ASPA17.058.TD**

Issuance Date:	SEPTEMBER 5, 2017
Closing Date/Time:	SEPTEMBER 19, 2017 at 2:00 pm
Proposal Delivery Location:	Procurement Office Tafuna Compound

**APPROVED FOR ISSUANCE:**

**UTU ABE MALAE  
ASPA Executive Director**

**NOTICE TO OFFERORS**

ISSUANCE DATE: SEPTEMBER 5, 2017

RFQ NO. **RFQ No. ASPA17.058.TD**  
**SUPPLY AND DELIVERY OF UNDERGROUND CABLES**

CLOSING DATE/TIME: SEPTEMBER 19, 2017 at 2:00 pm American Samoa time

**The American Samoa Power Authority (ASPA) invites QUOTES for the Supply and Delivery of UNDERGROUND CABLES.**

**Materials and Equipment Specifications:** The complete description of required deliverables is listed in the attached Materials and Equipment Specification

**Documents:**

This RFQ may be viewed online on ASPA Website [www.aspower.com](http://www.aspower.com). Offerors may also pick up a complete package at:

ASPA Procurement Office  
New Operations Building  
Tafuna, American Samoa 96799

For more information about this RFQ, you may contact ASPA:

Ioana S. Uli  
Procurement Manager  
ASPA Procurement Office  
tel. (684) 248-1234  
[bids@aspower.com](mailto:bids@aspower.com)

**The American Samoa Power Authority reserves the right to:**

1. Reject all QUOTES and reissue a new or amended RFQ;
  2. Request additional information from any Offeror submitting a bid;
  3. Negotiate a Contract with the firm selected for award; and
  4. Waive any non-material violations of rules set up in this RFQ at its sole discretion.
- 

**Approved for Issuance: Utu Abe Malae, Executive Director**

**QUOTE INVITATION**

AMERICAN SAMOA POWER AUTHORITY:  
PROCUREMENT OFFICE  
PO BOX PPB  
PAGO PAGO, AS 96799  
(684) 248-1250

ISSUANCE DATE:           SEPTEMBER 5, 2017  
BID INVITATION NO:   **RFQ NO. ASPA17.058.TD**

This Request for Proposal shall require an original, one PDF electronic copy, and five hard copies to be submitted in a sealed envelope, box, or other enclosure addressed to Ioana S. Uli, ASPA Procurement, P.O. Box PPB, Pago Pago, AS 96799. All submittals must be received at ASPA Procurement Office - no later than **SEPTEMBER 19, 2017 at 2:00 pm American Samoa time.**

The envelope or box must be labeled:

**RFQ NO. ASPA17.55.ESD-WTR SUPPLY AND DELIVERY OF UNDERGROUND CABLES**

**QUOTES must be in the actual possession of the Procurement Office at the location indicated, on or prior to the exact date and time indicated above.**

A copy of this solicitation and any addenda may be obtained from our Internet Website at: <http://www.aspower.com> by selecting the Procurement link and the associated solicitation number.

Late submittals will not be opened or considered and will be determined as non-responsive. The prevailing clock shall be ASPA Procurement clock. All Offerors shall provide sufficient written and verifiable information that responds to the requirements set forth herein, the Contract Documents, and in the Materials and Equipment Specifications.

Offerors may submit their QUOTES through the following mean:

Electronic File Transfer – The Offeror may submit the Proposal using the electronic mail facility. This will enable the Offerors to upload Bid file by email attachment. The QUOTES must be uploaded before 2:00 PM on **SEPTEMBER 19, 2017**, American Samoa Time.

**NOTICE TO OFFERORS:**

This bid is subject to the attached General Terms and Conditions of the REQUEST FOR QUOTES quotations for the:  
**RFQ No. ASPA17.058.TD SUPPLY AND DELIVERY OF UNDERGROUND CABLES**

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 provided, unless otherwise specified by an Offeror. In consideration of the expense of the American Samoa Power Authority in opening, tabulating, and evaluating this and other QUOTES, and other considerations such as the schedule, the undersigned agrees that this bid shall remain firm and irrevocable for One Hundred Twenty Day (120) calendar days from the listed bid opening date or until a construction services agreement may be jointly enacted between ASPA and the undersigned party.

It is the responsibility of each Offeror before submitting a bid to (a) examine the documents contained in the bid package thoroughly; (b) visit the site or to otherwise become familiar with local conditions that may in any manner affect cost, progress, or performance of the work; (c) become familiar with federal, territorial, and local laws and ordinances, rules and regulations that may in any manner affect cost, progress, or performance of the work; (d) study and carefully correlate Offeror’s observations with the bid package documents; and (d) notify ASPA of all conflicts, errors, or discrepancies in the bid package documents.

Soliciting or accepting any gift, gratuity, favor, entertainment, kickback or any items of monetary value from any person who has or is seeking to do business with ASPA is prohibited. Any vendor knowing of this type of activity is encouraged to report in confidence to ASPA’s legal department so the matter can be dealt with.

SIGNED: \_\_\_\_\_ DATE \_\_\_\_\_

**AMERICAN SAMOA POWER AUTHORITY**

**SPECIAL NOTICE TO PROSPECTIVE OFFERORS**

Offerors are reminded to read the Sealed Bid Solicitation Instructions and General Terms and Conditions attached to a Proposal Invitation to ascertain that all of the following requirements (see check boxes) of the bid are submitted in the bid envelope at the date and time for bid opening.

- [x]**            **1.      BID FORMS**  
Attachment A: Offeror’s Transmittal Form  
Attachment B: Offeror’s Proposal Form  
Attachment C: Materials and Equipment Specifications  
Attachment D: Offeror’s Qualifications Sheet  
Attachment E: Disclosure Statements  
Attachment F: Non-Collusion Affidavit of Prime Offeror

- [x]**            **2.      BUSINESS LICENSE**  
  
Offerors must submit current business AND current contractor’s license as stated below (see General Terms and Condition for more information).

- [x]**            **3.      BID**  
  
The proposal must include all of the following to be deemed responsive:
- a. The Offeror’s bid price for the supply and delivery of all materials listed in the Offeror’s Transmittal form.
  - b. All items as listed above in #1 from Attachments A to F.

**This Notice must be signed and returned in the Bid envelope. Failure to comply with requirements will mean disqualification and rejection of the bid.**

I, \_\_\_\_\_, authorized representative of \_\_\_\_\_, acknowledged receipt of this special reminder to prospective Offerors together with Bid Invitation Number No.:

**RFQ No. ASPA17.058.TD SUPPLY AND DELIVERY OF UNDERGROUND CABLES**, this \_\_\_\_\_ date of \_\_\_\_\_ 2017.

\_\_\_\_\_  
Offeror’s Representative's Signature

**TERMS AND CONDITIONS OF THE INVITATION FOR QUOTES  
(SUPPLY CONTRACTS)**

**BID PREPARATION INSTRUCTION**

The bid must contain two (2) parts. Offerors shall prepare their QUOTES in detail accordingly.

1. Prior Related Experience/Past Performance – A description of the Offeror’s related experience, background, past performance and credentials as stated on the Offeror Qualification Sheet, Attachment D, which is incorporated herein as if fully set forth. This part includes a dossier of personnel qualifications. Offeror should provide references (4 or more) and a project history that verifies a minimum of three (3) years of specific or related experience. Offeror must hold appropriate and current business license(s) and contractor’s license(s) for these services.
  
2. Contract Price – The Offeror’s bid price for all services and materials, including a breakdown of project costs (e.g. estimated costs for materials, cost for labor, shipping, etc.) must be provided on the Bid Form, Attachment C.

All blank spaces in the bid form must be completed in ink. Prices quoted shall be in United States dollars in both words and figures where required. No changes shall be made in the phraseology of the forms. Written amounts shall govern in cases of discrepancy between the amounts stated in writing and the amounts stated in figures. In case of discrepancy between unit prices and totals, unit prices will prevail. Any bid shall be deemed informal which contains omissions, erasure, alterations or additions of any kind, or prices uncalled for, or in which any of the prices are obviously unbalanced, or which in any manner shall fail to conform to the conditions of the Notice to Offerors. The Offeror shall sign the bid in the space provided. If the Offeror is a corporation, the legal name of the corporation shall be set for the above, together with the signature of the officer or offices authorized to sign Contracts on behalf of the corporation. The typewritten name shall be inserted with each signature. If the Offeror is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign Contracts on behalf of the partnership. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a notarized power-of-attorney must be on file with ASPA prior to opening of QUOTES or submitted with the bid, otherwise the bid will be regarded as not properly authorized.

Offerors are expected to examine the specifications, invitations, and all instructions. Failure to do so will be at the Offeror’s risk.

QUOTES must be in ink or printed on the bid form(s) furnished herewith. QUOTES submitted in partial will be rejected. QUOTES containing alterations will be rejected unless the alterations are crossed out and corrections thereof printed in ink or typewritten adjacent thereto and initialed by the person signing the bid. In addition, a statement must be furnished with the bid signed by the Offeror explaining the correction of the alteration or erasure.

If the Offeror is a partnership, a letter of authorization shall be furnished and signed by all of the general partners. If the Offeror is a proprietor, and the person signing the bid is other than the owner, a letter of authorization signed by the owner shall be furnished.

The Offeror must sign his bid correctly and in ink. If the QUOTES is offered by an individual or partnership, his name, office and post addresses must be shown. If offered by a corporation, the person signing the QUOTES must give his name, title and business address. Anyone signing a QUOTES as agent must file legal evidence of his authority to do so, and that the signature is binding upon the firm or corporation.

Alternate QUOTES will not be considered unless authorized by the invitation. Alternate QUOTES are those offered which do not meet the specification and are not considered approved equal to the item specified.

When not otherwise specified, the Offeror must state a definite time of proposed delivery. Time, if stated as a number of days will include Sundays and holidays.

### **Submission of QUOTES:**

All interested parties must submit an original or PDF electronic copy, and five hard copies to be submitted in a sealed envelope, subject to the Terms and Conditions of the REQUEST FOR QUOTES and General Conditions, which are incorporated herein by reference, and such other provisions and specifications are attached or incorporated by reference. Each section proposed must be complete. Partial offerings on a section will be considered non-responsive.

QUOTES shall be submitted to ASPA Procurement Office no later than SEPTEMBER 19, 2017 at 2:00 pm American Samoa Time.

### **Rejection of QUOTES**

ASPA may, after opening but prior to award and within the time specified for acceptance, reject any or all QUOTES, or the bid for any one or more commodities or contracted services included in the proposed contract, when the public interest will be served thereby.

### **ATTACHMENTS**

- Attachment A: Offeror's Transmittal Form
- Attachment B: Offeror's Proposal Form
- Attachment C: Materials and Equipment Specifications
- Attachment D: Offeror's Qualifications Sheet
- Attachment E: Disclosure Statements
- Attachment F: Non-Collusion Affidavit of Prime Offeror

### **PRE-BID QUESTIONS**

Any pre-bid questions and/or clarifications shall be submitted in writing to the Procurement Office via bid bids@aspower.com through electronic mail or in hard copy. All pre-bid questions must be received no later than **4:00 p.m. on September 13, 2017**. After that time, ASPA will issue addenda to address any questions and/or clarifications as may be necessary.

### **PAYMENT TERMS**

20% Due as a down payment upon signing of Contract. An invoice will be required for any payment.

40% Due upon arrival of Materials.

40% Due 30 days after arrival by ASPA inspection of the complete order.

Offerors may offer and negotiate with ASPA for acceptable payment terms.

### **TYPE OF CONTRACT**

Services, materials, product or equipment provided and delivered by the successful Offeror will be performed under a firm fixed-price, lump sum contract agreement. The successful Offeror, as an independent contractor shall furnish the necessary equipment, personnel, tools, parts, supplies, insurance, licenses, and all other required items and services and otherwise do all things necessary to meet the requirements specified in these documents to the satisfaction of ASPA on a per unit cost basis.

The Contractor shall be an independent contractor and not an agent or employee of ASPA.

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 RFQ or the contract.

## **AWARD OF CONTRACT**

Within twenty (20) calendar days after the opening of QUOTES, unless otherwise stated in the Notice to Offerors, ASPA will accept one of the QUOTES in accordance with the section entitled “Basis of Award,” below. The acceptance of the bid will be by written Notice of Award, mailed or delivered to the office designated in the bid. In the event of failure of the lowest responsive, responsible Offeror to sign and return the Contract with acceptable payment and performance bonds, as prescribed herein, ASPA may award the contract to the next lowest responsive, responsible qualified Offeror. Such award, if made, will be made within ninety (90) days after the opening of QUOTES. Before a Contract is finalized, ASPA may require the apparent low Offeror to submit a complete statement of the origin, composition, manufacture and availability of replacement parts and services for any or all materials to be used in the work, together with samples. These samples may be subjected to the tests provided for in these Contract Documents to determine their quality and fitness for the work.

## **PRIMARY OFFEROR**

The award, if made, will be to a single Offeror. The selected primary Offeror will be responsible for successful performance of all subcontractors and support services offered in response to this Bid. Furthermore, the ASPA will consider the primary Offeror to be the sole point of contact regarding contractual matters for the term of the Agreement. The Offeror must not assign financial documents to a third-party without prior written approval by ASPA, and an amendment to the resulting Agreement.

## **BUSINESS LICENSE**

All Offerors shall be appropriately licensed in accordance with the state, territory, and/or country of the Offeror’s origin and shall be skilled and regularly engaged in the general type and capacity of work called fo under this RFQ.

## **INSURANCE**

The Contractor shall obtain the insurance coverage designated herein and pay all costs associated therewith. Such insurance shall be for the coverage of the shipment of materials to ASPA, Pago Pago Port.

## **BASIS OF AWARD**

Award is made to the lowest responsive, responsible Offeror providing the best value to the American Samoa Power Authority.

At the time of bid opening, each bid will be checked for the presence or absence of required information in conformance with the submission requirements of this RFQ.

ASPA will evaluate each bid to determine its responsiveness to the published requirements.

Unless the Procurement Manager determines that satisfactory evidence exists that a “mistake” has been made, as set forth in Procurement Rule § 3-114, Offerors will not be permitted to revise their QUOTES after bid opening.

Negotiations are not allowed and price is the major determining factor for selection and award.

QUOTES will be evaluated by according to ASPA’s Procurement Rules and criteria set forth in these bid documents.

ASPA reserves the right to award by section or sections. ASPA also reserves the right as a whole package of all sections.

## **QUALIFICATION OF OFFEROR**

ASPA may make such investigations as it deems necessary to determine a Offeror's ability to enter into and perform the agreement, and the Offeror shall furnish to ASPA such information and data for this purpose as ASPA may request, or the Offeror may be deemed non-responsive.

### **MULTIPLE QUOTES – COLLUSION**

If more than one bid is submitted by any one party or in the name of its clerk, partner or other person; all QUOTES submitted by said party may be rejected by ASPA. This shall not prevent an Offeror from submitting alternate QUOTES when called for. A party who has proposed prices on materials is not thereby disqualified from quoting prices to other Offerors or from submitting a bid directly to ASPA.

If ASPA believes that collusion exists among any Offerors, none of the participants in such collusion shall be considered.

QUOTES in which the contract prices are unbalanced or unrealistic may be rejected at ASPA's sole discretion.

### **OFFEROR'S UNDERSTANDING**

Each Offeror must understand and acknowledge the conditions relating to the execution of the work and it is assumed that it will make itself thoroughly familiar with all of the Contract Documents prior to execution of the written contract.

Each Offeror shall inform itself of, and shall comply with, federal and territorial statutes and ordinances relative to the executing of the work. This requirement includes, but is not limited to, applicable regulations concerning protection of public and employee safety and health, environmental protection, historic preservation, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees, and similar subjects.

**Costs of Transportation.** The Contractor will be expected to include in its bid, among other things, costs of transporting product, equipment and materials to and from American Samoa.

### **WITHDRAWAL OF BID**

Any bid may be withdrawn prior to the scheduled time for the opening of QUOTES by notifying ASPA in a written request. No bid may be withdrawn after the time schedule for opening of QUOTES.

### **OPENING AND EVALUATION OF QUOTES**

In accordance with ASPA Procurement Rule §3-110, QUOTES will be opened and recorded on the assigned date and at the time indicated above at the Materials Management Conference Room located at the ASPA Tafuna Plant or in another place designated by the ASPA Procurement Manager in writing.

### **EXECUTION OF CONTRACT**

The Contractor shall, after receiving the Notice of Award, sign a contract within ten (10) days and deliver to ASPA the contract, together with all any requirements included in this bid document.

### **ASSIGNMENT**

The Contractor shall not assign, transfer, convey or otherwise dispose of the award or the contract, or its right, title or interest therein, or its power to execute such contract, to any other persons, firms or corporations without the prior consent in writing of ASPA.

### **TIME IS OF THE ESSENCE**

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 \$100 per day shall be assessed for not meeting any of the milestones agreed



upon between ASPA 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.

## **RFQ CONDITIONS**

This RFQ does not commit ASPA to award a contract or to pay any cost incurred in the preparation of a bid. The American Samoa Power Authority reserves the right to:

Reject any Offeror for being non-responsive to bid requirements contained in this RFQ or for being non-responsible;

Reject all QUOTES and reissue an amended RFQ;

Negotiate a contract with the Offeror selected for award; and

Waive any non-material violations of rules contained in this RFQ.

ASPA reserves the right to issue any addendum to this RFQ. Offerors shall send ASPA a signed form confirming receipt of any addendum, and shall submit supporting/additional information as required by any addendum. In the event that an Offeror fails to acknowledge receipt of any such addendum in the space provided, such Offeror's bid shall be considered irregular and will be accepted by ASPA only if it is in ASPA's best interest, as determined by ASPA in its sole discretion. In the event that addenda are not received until after the Offeror has submitted its bid, a supplementary bid may be submitted revising the original bid. Such supplementary QUOTES must be received by ASPA prior to the scheduled time for opening of QUOTES.

## **COMPLIANCE WITH LAWS**

Offerors who are awarded a contract under this solicitation shall comply with the applicable standards, provisions and stipulations of all pertinent Federal and/or local laws, rules and regulations relative to the performance of this contract and the furnishing of goods.

## **AWARD, CANCELLATION, AND REJECTION**

Contract award shall be made to the responsible Offeror submitting the lowest responsive bid. No other factors or criteria shall be used in the evaluation.

ASPA reserves the right to waive any minor irregularities in the bid received. The Procurement Manager shall have the authority to award, cancel, or reject QUOTES, in whole or in part for any one or more items if she determines it is in the best public interest. It is the policy of ASPA to award contracts to qualified Offerors. ASPA reserves the right to increase or decrease the quantity of the items for award and make additional awards for the same type items based on the quotation prices for a period of thirty (30) days after the original award.

## **OFFEROR'S QUALIFICATION DATA**

It is the intention of ASPA to award a contract only to the 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 perform the work successfully and promptly and to complete it within the term set forth in the contract. Each Offeror shall submit as part of the total bid package, the following information:

Name of organization;

Address and phone number of home office, principal place of business and locations and contact information for any branch offices;

Type of business structure, e.g., corporation, partnership, joint venture, proprietorship;

Place of organization or state of incorporation;

Names and addresses for all owners for businesses other than corporations;

For corporations, list the names and addresses of directors, officers and stockholders with twenty percent (20%) ownership interest or greater;

Places, including individual states and territories of the United States, where registered as a foreign corporation;

Name of awarding agency or owner for which work was performed;

Dates of performance;

Whether performance was completed within the specified time under the contract and, if not, why; and

The names and addresses of three references, at least one of which should be a bank or other lending institution, governmental agency or bonding company.

**Delivery and Remedies for Default**

All proposed prices are to include delivery to the place designated by ASPA which shall be the American Samoa Pago Pago Port.

**Shipping charges shall include: Customs 5% excise tax**

All prices bid are to be FOB destination. Contractor shall be responsible for filing all claims for damage or loss resulting from shipment, and shall provide timely remedy to ASPA for any loss thereby incurred.

All items covered by this contract shall be subject to inspection and acceptance at destination. Any material found to be damaged, as well as broken seals on packages or unmarked packages shall be removed and replaced by the Contractor at no cost to ASPA.

In the event any item furnished by the Contractor in performance of the contract should fail to comply with the specifications established as a basis for award of the Invitation, ASPA may reject the same, and it shall thereupon become the duty of the Contractor to reclaim and remove the same forthwith without expense to ASPA, and immediately to replace all such rejected items with others conforming to said specifications; provided that should the Contractor fail, neglect or refuse to do so, ASPA shall thereupon have the right to purchase in the open market, at the then prevailing price, a corresponding quantity of any such items, and to deduct from any monies due or that may thereafter become due to the Contractor the difference between the price named in the contract and the actual cost thereof to ASPA. In addition and without limiting any other remedies available to ASPA, the Contractor shall be liable for all losses, costs and expenses incurred by ASPA.

Acceptance of items at destination shall not relieve the Contractor from the obligation to correct any incomplete, inaccurate, or defective deliveries in accordance with these General Conditions.

The time of delivery as set forth herein is an integral part of this Invitation and resulting contract. If Contractor fails to make delivery within the time established and agreed upon by both parties, ASPA may, at its option, declare the Contractor to be in default, and his QUOTES and resulting contract to be null and void or ASPA shall charge the Contractor a fee of \$100 per day until the default has been remedied.

Contractors shall be excused from performing hereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing in the customary way because of fire, strike, acts of God, partial or total interruption, providing it is satisfactorily established that the non-performance is not due to fault or negligence of the party not performing.

Offeror shall indicate in its bid the lead time for delivering the order to American Samoa.

ASPA shall be notified by the vendor if the product ordered cannot be delivered within the time period to give ASPA the opportunity to secure product elsewhere.

ASPA reserves the right to purchase products on open market if vendor cannot supply products within time specified in this contract.

### **Prices**

All prices bid shall be firm and not subject to increase if accepted during the acceptance period. QUOTES containing an "escalation clause" will not be considered unless specifically authorized by ASPA in the Invitation for QUOTES.

For each item bid, a unit price and a total for the quantity must be stated. The unit price shall always control.

All prices shall be F.O.B. (Free On Board) destination. The seller hereunder must at his own expense and risk, transport the goods to the named place and there tender delivery.

### **Product Guarantee**

Products sold under the contract must be guaranteed by the vendor.

Orders not filled and partials shall be indicated on the packing list. Vendor shall inform the Procurement Manager of anticipated delivery date for unfilled and partial orders.

### **Return Policy**

Products can be returned for full credit within 30 days from the date of delivery. If an item is received damaged or defective, the vendor will replace the item at no charge. Should ASPA encounter a warranty/return issue, the product will be returned to the vendor for full credit or a replacement.

### **Specifications**

All specifications included as a part of this Invitation are designed to set forth the level of quality and performance desired by ASPA, and is intended to be descriptive, not restrictive. Whenever any article, material, or equipment is described by use of a product or brand name, or by using the name of a manufacturer or vendor, the use of same is for informative purposes only, and the term "or equal" if not inserted, is implied.

Offerors may submit alternate offers on items they deem to be equal or superior in quality and performance to the specifications set forth. However, such offers must designate the manufacturer, brand or trade name, and model number of the items offered, and be accompanied by descriptive material in the form of literature, catalog cuts and specifications fully describing the items proposed, and detailing any deviations from the specification established by ASPA. Failure to provide this information will be at Offeror's risk and may be cause for rejection of the items offered.

ASPA reserves the right to require such additional information, samples and, if practicable, demonstration of items offered as may be necessary to allow a full and complete evaluation of all QUOTES. Samples and/or demonstrations will be supplied promptly and free of charge to ASPA. Failure to provide samples within a set of business days agreed upon by both parties may be grounds for bid rejection. Samples will upon request, and if not destroyed by testing, be returned at the Offeror's expense.

The responsibility to determine the equivalence of quality and performance of any item offered to the specifications established for this Invitation rests solely with ASPA and its decision shall be final.

ASPA reserves the right to require such additional information, samples and, if practicable, demonstration of items

### **Warranty**

The Contractor warrants;

- that goods, supplies, materials, and equipment covered by this contract conform to the specifications, design, drawings, samples and other descriptions referred to in this contract;
- that such goods, supplies, materials, and equipment are free from defects in materials and workmanship, patent or latent; and
- that such goods, supplies, materials and equipment are fit for ordinary purposes for which they are used, and fit for such particular purposes as the Contractor has reason to know or should know.

**Conflict of Interest**

No member, officer, or employee of ASPA during his/her tenure or for one year thereafter shall have any interest , direct or indirect, in any property included, or any contract for property, materials, or services to be furnished or used in connection with this contract or the proceeds thereof.

**Assignment**

The Contractor's obligation and duties under this contract shall not be assigned in whole or in part by the Contractor without the prior written approval of ASPA.

**Indemnification**

Contractor agrees to investigate, defend and hold ASPA harmless from and against any and all loss, damage, liability, claims, demands, detriments, cost, charges and expense (including attorney's fees), and causes of action of whatsoever character which ASPA may incur, sustain or be subjected to, arising out of or in any way connected to the services to be performed by Contractor or subcontractor under this Contract and arising from any cause, except the sole negligence of ASPA.

**ATTACHMENT A**  
**OFFEROR'S TRANSMITTAL FORM**

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

AMERICAN SAMOA POWER AUTHORITY  
American Samoa Government

To Whom It May Concern:

The undersigned (hereafter called an Offeror), \_\_\_\_\_  
(Corporation, Partnership or Individual)

hereby proposes and agrees to furnish all the necessary information pertaining to:

**RFQ No. ASPA17.058.TD SUPPLY AND DELIVERY OF UNDERGROUND CABLES**

In accordance with the Scope of Purchase Proposal Form (Attachment F), General Terms and Conditions, the item Specifications and other procurement requirements specified in this document for the prices stated 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 island-wide location(s) where the work is to be performed. The Offeror has read the RFQ Instructions and General Terms and Conditions attached to ascertain that all of the requirements (see boxes) of the bid are submitted in the bid envelope, with an original, one PDF electronic copy, and five (5) hard copies, at the date and time for bid opening. (See Page 6 of this document, "SPECIAL NOTICE TO PROSPECTIVE OFFERORS" to verify that all submittal requirement boxes have been checked).

\_\_\_\_\_  
Signed

Seal

\_\_\_\_\_  
Date

**ATTACHMENT B**

**OFFEROR'S PROPOSAL FORM**

In compliance with the above REQUEST FOR QUOTES, the undersigned proposes to provide all materials in strict accordance with the General Conditions, General Requirements, Technical Specification Schedules, Specifications for the **Supply and Delivery of UNDERGROUND CABLES (SEE MATERIALS AND EQUIPMENT SPECIFICATIONS)**

**TO:** American Samoa Power Authority, Attn: Procurement Manager

**ADDRESS:** PO Box PPB, Pago Pago, American Samoa 96799

**TITLE:** **SUPPLY AND DELIVERY OF UNDERGROUND CABLES**

**RFQ NO.:** **RFQ No. ASPA17.058.TD**

**OFFEROR:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**DATE:** \_\_\_\_\_, 2017

Lead time must be listed for the supply and delivery of UNDERGROUND CABLES: \_\_\_\_\_

All blanks on the Bid Form shall be typewritten or handwritten in blue or black ink.

IN WITNESS THEREOF, the undersigned has caused this instrument to be executed by its duly authorized

Officers on this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

**OFFEROR:**

Company: \_\_\_\_\_

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

Title: \_\_\_\_\_

**ATTACHMENT C  
MATERIALS AND EQUIPMENT SPECIFICATIONS**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>U/I</u>	<u>UNIT COST</u>	<u>EXTENDED COST</u>
<b>1</b>	CABLE, UNDERGROUND 15KV Primary, 4/0 Stranded Cu., 1 core, 220 mil, TR-XLPE or EPR insulation, 133% insulation level. 1/3 Concentric Neutral. Cable will be furnished on non-refundable steel reels that weigh less than 5000lbs.	70000	EA		
<b>2</b>	CABLE, UNDERGROUND 15KV Primary, 1/0 Stranded, Cu., 1 core, 220mil, TR_XLPE or EPR insulation, 133% insulation level. Full Concentric Neutral. Cable will be furnished on non-refundable steel reels that weigh less than 5000lbs.	15000	EA		
<b>3</b>	CABLE, UNDERGROUND 15KV Primary, #2 Stranded, Cu., 1 core, 220mil, TR-XLPE or EPR insulation, 133% insulation level. Full Concentric Neutral. Cable will be furnished on non-refundable steel reels that weigh less than 5000lbs.	10000	EA		
<b>4</b>	SHIPPING AND HANDLING CIF PAGO PORT	1	EA		

**TOTAL**

\_\_\_\_\_  
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**ATTACHMENT D**

**OFFEROR'S QUALIFICATION SHEET**

(Please Print or Type and Complete All Sections. An incomplete section will be considered Non-responsive. Use additional sheets if necessary.)

1. Name of Offeror \_\_\_\_\_

2. Name of Official Representative \_\_\_\_\_

3. Business Address/e-mail  
\_\_\_\_\_  
\_\_\_\_\_

4. Telephone, Fax and Official Contact Person  
\_\_\_\_\_  
\_\_\_\_\_

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5. Type of Business Structure (Please check)

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

\_\_\_\_ Proprietorship

NOTE: Corporations must complete the recordation of their Articles of Incorporation, which is evidenced by the Certificate of Incorporation issued by the Treasurer of the American Samoa Government. Copies of partnership agreements and articles of incorporation should be submitted to the Revenue Branch along with this application form and relevant documents. Aliens cannot operate sole ownership enterprises, and partnerships with aliens are subject to review by the Immigration Board.

6. Number of years the Offeror has been engaged in its current company business under the present firm name indicated \_\_\_\_\_

7. Type of work generally performed by Offeror  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. List all major projects of a similar nature to the purchase delivery of **RFQ No. ASPA17.058.TD SUPPLY AND DELIVERY OF UNDERGROUND CABLES**, which have been completed by the Offeror within the last three years, the total dollar amount of each project and the owner/contact person as a reference (attach additional sheets as necessary).

- Order Name \_\_\_\_\_  
Date Completed \_\_\_\_\_ Total Order Cost \$ \_\_\_\_\_  
Name of Owner \_\_\_\_\_  
Owner's phone number \_\_\_\_\_
  
- Order Name \_\_\_\_\_  
Date Completed \_\_\_\_\_ Total Order Cost \$ \_\_\_\_\_  
Name of Owner \_\_\_\_\_  
Owner's phone number \_\_\_\_\_



- Order Name \_\_\_\_\_  
Date Completed \_\_\_\_\_ Total Order Cost \$ \_\_\_\_\_  
Name of Owner \_\_\_\_\_  
Owner's phone number \_\_\_\_\_

9. Have you ever sued or been sued by any Government Agency?

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10. If so, name the agency and reasons thereof

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11... If so, state case settlement, if settled

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**ATTACHMENT E  
DISCLOSURE STATEMENTS**

This form must be completed by all Offerors and submitted with the bid.

I \_\_\_\_\_ (Name of owner or

partner- all partners must complete a form) of \_\_\_\_\_, the Offeror that has submitted the attached bid:

\_\_\_\_\_  
(Name of company)

(Complete one of the two following statements)

1. I **have no** immediate relatives (parents, children or siblings) who are currently employed by the American Samoa Power Authority (ASPA).

\_\_\_\_\_  
(Title) (Signed)

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

Their names and positions in are as follows.

Name	Relationship to Offeror	Position in ASPA
------	-------------------------	------------------

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

\_\_\_\_\_  
(Signed) (Title)

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

**ATTACHMENT F**  
**NON-COLLUSION AFFIDAVIT OF PRIME OFFEROR**

\_\_\_\_\_ being first duly sworn deposes and says that:

1. He/She is \_\_\_\_\_ (Owner, Partner, Representative or Agent) of \_\_\_\_\_ the Offeror that has submitted the attached bid.
2. He is fully informed regarding the preparation and contents of the attached bid and of all pertinent circumstances regarding such bid.
3. Such bid is genuine and is not a collusive or false bid.
4. Neither the said Offeror nor any of its officers, partners, owner, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Offeror, firm or person to submit a collusive or false bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Offeror, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against American Samoa Power Authority or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached bid are fair and proper, and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Offeror or any of its agent's representatives, owners, employees, or parties in interest, including this affiant.

\_\_\_\_\_  
(Signed)

\_\_\_\_\_  
(Title)

Subscribed and sworn to before me

This \_\_\_\_\_ day of \_\_\_\_\_, 2017

\_\_\_\_\_  
(Signed)

\_\_\_\_\_  
(Title)

My Commission expires on: \_\_\_\_\_