



American Samoa Power Authority

PO Box PPB

Pago Pago, AS 96799

REQUEST FOR PROPOSAL (RFP)

FOR THE

SCADA UPGRADE PHASE II

April 2, 2018

RFP NO.: ASPA18.038.ESD-WTR-SCADA UPGRADE PHASE II

APPROVED FOR ISSUANCE BY:

UTU ABE MALAE

EXECUTIVE DIRECTOR

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NOTICE TO OFFERORS

REQUEST FOR PROPOSAL (RFP)

ISSUANCE DATE: April 2, 2018
RFP No.: ASPA18.038.ESD-WTR
PROJECT: SCADA Phase II Upgrade
CLOSING DATE/TIME: April 20, 2018 @ 2:00 p.m. American Samoa time

The American Samoa Power Authority (ASPA) invites you to submit a proposal to furnish, deliver, and install equipment for new RTU sites for the ASPA Water Division. Services are to include all programming, testing, commissioning, and training upon completion. This project is part of ASPA's effort to improve its service to the people of American Samoa. This project is fully funded by the United States Department of Interior (USDOI). The selected Offeror must provide a proposal that specifically and completely addresses a plan for the completion of the tasks which are detailed in the Request for Proposal (RFP) Packet Attachment B, The Scope of Work (SOW).

A complete RFP package may be picked up from the ASPA Procurement Office located in the New Operations Building at the Tafuna ASPA compound. You may also view this RFP online at ASPA's website, www.aspower.com. For more information about this RFP, please contact the following person(s):

Ioana S. Uli
Procurement Manager
ASPA Procurement Office
PH: 684-248-1234
bids@aspower.com

The American Samoa Power Authority reserves the right to:

1. Reject all proposals and reissue a new or amended RFP;
2. Request additional information from any Offeror
3. Select a firm for award based on other qualifications than "least cost" (e.g. capability to complete work in a timely fashion or proven technical capabilities);
4. Negotiate a contract with the Offeror that is selected for award;
5. Waive any non-material violations of rules set up in this RFP at its sole discretion.

Utu Abe Malae, Executive Director

Date

PROPOSAL INVITATION

IOANA ULI, PROCUREMENT MANAGER
AMERICAN SAMOA POWER AUTHORITY
ASPA Procurement Office
P.O. BOX PPB
PAGO PAGO, AS 96799
(684) 248-1234
bids@aspower.com

DATED ISSUED: April 2, 2018

PROPOSAL INVITATION NO: RFP No. ASPA18.038.ESD-WTR

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 ASPA Procurement Manager at the above listed address.
- 3) An original, five (5) hard copies and one (1) PDF of the complete proposal must be received at the ASPA Procurement Office no later than **April 20, 2018 @ 2:00pm American Samoa Time**.
- 4) The envelope or box must be labeled **"RFP No. ASPA18.038.ESD-WTR-SCADA Phase II Upgrade Project"**
- 5) **Late submittals will not be opened or considered and will be determined as non-responsive.**
- 6) Any and all **pre-proposal questions** and/or clarifications shall be submitted to Ioana Uli by email at Proposals@aspower.com or by hard copy no later than, **April 16, 2018 by 2:00 pm**.
- 7) ASPA shall issue addenda to address questions and/or clarifications as necessary.

NOTE TO OFFERORS:

This proposal is subject to the attached General Terms and Conditions of **"RFP No. ASPA18.038.ESD-WTR-SCADA Phase II Upgrade"**

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 within **Sixty (60)** calendar days from the closing date to supply any or all of the items for which prices are quoted.

Signed: _____

Date: _____

AMERICAN SAMOA POWER AUTHORITY
SPECIAL NOTICE 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 (see boxes to be checked below) of the RFP is enclosed in the submittal envelope prior to the date and time of proposal opening.

[X] 1. PROPOSAL FORMS

- a. Proposal Invitation Form (Page 4)
- b. Proposal Transmittal Form (Attachment A)
- c. OFFERORS Qualification Sheet (Attachment C)
- d. Disclosure Statement (Attachment D)
- e. Non-Collusion Statement (Attachment E)
- f. Proposal Bond Security Instructions (Attachment F)

[X] 2. BOND FORMS

- a. Proposal Bond Security Instructions (Attachment F)
- b. Proposal Bond Form (Attachment G) or cashier's check for 10% of the total bid amount
 - i. All Proposal Bonds must be in the form included in the contract Documents. The Proposal Bond and all other surety bonds required by ASPA, to be valid, must be accompanied by:
 - a) 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 ASPA that applicable bonds will be valid in American Samoa.
 - b) Power of Attorney issued by the Surety to the Resident General Agent.
 - c) 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 INSTITUTIONS:

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 or alien surety.

When the form is submitted to the **American Samoa Power Authority**, it should be accompanied with copies of the following:

- A. Current Certificate of Authority to do business in American Samoa issued by the Department of Treasury-Revenue and Taxation.
- B. Power of Attorney issued by the Surety to the Resident General Agent.
- C. Power of Attorney issued by two (2) Major Officers of the Surety to whoever is signing on their behalf.

The Proposal Bond must be effective no later than the bid opening date.

[X] 3. BUSINESS LICENSE

Per **Section XV** of this document, 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.

[X] 4. TECHNICAL PROPOSAL

The Technical Proposal shall follow the Scope of Work as outlined in Attachment B of this document.

[X] 5. CONTRACT COST PROPOSAL

The Offeror shall submit a separately sealed cost proposal for the proposal.

[X] 6. SPECIAL REMINDER FORM

This form must be completed and submitted.

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. ASPA18.038.WTR - Scada Upgrade Phase II" as of this date, _____ 2018.

Signature of Offeror's Representative

SIGNIFICANT DATES

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

<u>April 2, 2018</u>	Proposal Advertisement
<u>April 12, 2018</u>	Pre-Proposal Meeting @ 10:00 a.m. (ASPA Materials Management Conference Room)
<u>April 16, 2018</u>	Deadline for submitting questions and or clarifications
<u>April 20, 2018</u>	Issue addenda to address questions and or clarifications as necessary.
<u>April 20, 2018</u>	Proposal submittal closing date (2:00 pm American Samoa Time)

DATES ARE SUBJECT TO CHANGE AT ASPA'S DISCRETION

GENERAL TERMS AND CONDITIONS
FOR
SCADA Phase II Upgrade Project

I. INTRODUCTION

- A. The American Samoa Power Authority’s Water Division is soliciting Proposals from qualified Offerors to furnish, deliver, and install new PLC equipment, radio system and field devices, as well as provide training upon completion of the new RTU sites. Services are to include all programming, testing, and commissioning. Any other costs for services that may not have been covered in the SOP shall also be included.

II. PROJECT BACKGROUND INFORMATION

- A. The American Samoa Power Authority (hereinafter referred to as ASPA) is a multi-function public utility that provides electric power, water, waste water, and solid waste services.
- B. The ASPA has recently undergone an upgrade of the existing FIX32 HMI to the most current version of ClearSCADA and the integration of 10 existing water RTU sites, plus 2 new sites. It is preferred that the existing RTU enclosures and field devices including the installed PLC’s and instrumentation be retained, where this is not possible, proposers may include replacements or upgrades within the Proposal, and integrated into the new SCADA platform. This will require the complete upgrade and integration of all existing and new water RTU sites into the ClearSCADA platform.

SCADA Phase 1 Upgrade included:

- (a) upgrading current FIX32 HMI to ClearSCADA.
- (b) use of TRIO brand radios KR900 license free, for the 2 new RTU’s
- (c) a new standalone SCADA server
- (d) a backup / redundant SCADA server
- (e) 3 new client computers for Water (W), Water Engineer’s office, and SCADA office

III. AUTHORITY

- A. ASPA was formally established through legislative action by the American Samoa Government (ASG) in 1981.
- B. ASPA generates and distributes electrical power and provides water, wastewater, and solid waste services for the islands of American Samoa:
- 1. As a separate and semi-autonomous authority, ASPA was established to afford better accountability for the utilities’ operations and cost of service.
 - 2. ASPA is governed by a five-member Board of Directors which are appointed by the Governor of American Samoa and confirmed by the legislature.
 - 3. ASPA’s utility rates are developed and promulgated in accordance with ASG Administrative Procedures Act (ASCA § 4.1001 et. seq.) and specific guidelines within the Public Utility Regulatory Policies Act (“PURPA”) for electricity.

IV. PROPOSAL DOCUMENTS

Proposal Documents including plans and specifications may be obtained from the ASPA Procurement Office located in the New Operations Building at Tafuna Power Plant Compound. Offerors must submit qualification documents together with their proposal package. ASPA reserves the right to reject or eliminate any proposal from the process if the offeror does not meet minimum qualifications.

V. SUBMITTALS

- A. Completed "SPECIAL NOTICE TO PROSPECTIVE OFFERORS" form from Page 6 of this document.
- B. The contractor will provide a cost Proposal as outlined on Attachment C, the "Proposal Form".
- C. The contractor will provide information as required on Attachment D, the "Offeror Qualification Sheet Information Form".
- D. The contractor will provide the signed Disclosure Statement as required on Attachment E.
- E. The contractor will provide the signed Non-Collusion Statement as required on Attachment F.
- F. The contractor will provide a 10% Proposal bond or cashier's check and the Proposal Bond Security Form as provided in Attachment H.
- G. The Proposal Invitation Form (Page 4).
- H. The Proposal Transmittal Form as provided on Attachment A (Page 19)

VI. DATE/TIME/PLACE OF PROPOSAL SUBMITTAL AND PROPOSAL OPENING

- A. Each Offeror must submit its proposal in a sealed envelope addressed to:

Ioana S. Uli
ASPA Procurement Manager
P.O. Box PPB
Pago Pago, AS 96799

- B. **An original, five (5) hard copies** and an e-copy of the proposal must be received in the Office of Procurement on or before **April 20, 2018 at 2:00 p.m. American Samoa time.**
- C. Late submittals will not be opened or considered and will be determined as non-responsive.
- D. All Offerors shall provide sufficient written and verifiable information that responds to the requirements of the RFP and in accordance with the SOW.

VII. PRE-PROPOSAL QUESTIONS

- A. Any pre-proposal questions and/or clarifications shall be submitted in writing to Ioana Uli by email at Proposals@aspower.com or in hard copy to the address listed above in **Section IV** of this document.
- B. Pre-proposal questions must be received no later than **April 16, 2018 @ 2pm American Samoa Time.** ASPA will then issue addenda to address any questions and/or clarifications as may be necessary.

VIII. ADDENDA

1. ASPA reserves the right to issue addenda for any changes to this RFP.
2. OFFERORS will be requested to send a signed "Receipt of Addenda" to ASPA for each addendum that may be issued.

IX. 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.

1. Firm Qualifications and Experience:

The Proposer shall describe the qualifications of the Firm and each principal subcontractor, including examples of ongoing or recent contracts that are similar in scope, size and complexity to the one described herein.

2. Work plan and Schedule

The Proposer shall provide a brief summary of a construction program and shall nominate any further documentation that is deemed necessary prior to providing final pricing.

3. Price

The Proposer shall provide a cost proposal to meet the full extent of the Scope of Work. It is assumed that this price may change in response to the clarifications and modifications in the BAFO request.

ASPA reserves the right to reject any proposal when, in its opinion, the Proposer 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 Proposer is deemed by the SEB as insufficient for making a judgment.

ASPA also reserves the right to check on references and to request additional information from any Proposer to assist ASPA in its considerations of the proposals.

X. CONTRACT AND PAYMENT TERM

- A. The term for this contract is **90 calendar days**.
- B. The contract term shall be initiated by the issuance of a Notice to Proceed by ASPA at which time a contract completion date will be established.

- C. Successful Offeror shall agree to have ASPA retain 20% of the Contract amount, which will be retained by ASPA 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.

XI. TYPE OF CONTRACT

- A. The successful Offeror will provide services to ASPA under a firm fixed-price, itemized contract agreement.
- B. The successful Offeror shall be an independent contractor and not an agent or employee of the American Samoa Power Authority.
- C. The successful Offeror shall furnish the necessary personnel, materials, insurance, licenses, permits, equipment, sea and 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 ASPA's Project Engineer.
 - 1. The Contractor must at all times comply with all applicable workman's compensation, occupational disease, occupational health and safety laws, statues, and regulations to the full extent applicable.
 - 2. ASPA 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.

XII. BASIS FOR SELECTION

Proposals will be evaluated by a Source Evaluation Board ("SEB"). SEB members shall be nominated by the Procurement Manager and approved by the Executive Director. 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 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 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.

XIII. EVALUATION CRITERIA

A. The proposal must contain responses to Proposal Requirements. Points indicated are the number that can be achieved for each respective component:

- 1. Firm experience and qualifications 0 - 25 points
- 2. Work plan/Schedule 0 - 25 points
- 3. Price 0 - 50 points

Individual SEB member evaluations will remain confidential.

B. 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.

XIV. ATTACHMENTS

- A. Attachment A is the Proposal Transmittal Form
- B. Attachment B is the Scope of Work
- C. Attachment C is the Offeror’s Qualifications Form
- D. Attachment D is the Disclosure Statements
- E. Attachment E is the Non-Collusion Affidavit of Prime Offeror
- F. Attachment F is the Proposal Bond Security Instructions
- G. Attachment G is the Proposal Bond Security Form
- H. Attachment F is the ASPA Wells, Tanks, and Boosters location map

XV. QUALIFICATION OF OFFERORS

- A. At minimum, the Offeror shall submit the information required by the Offeror’s Qualification Form (Attachment C) and section XXI.
- B. ASPA may make such investigations as it deems necessary to determine the ability of the Offeror to perform the work.
- C. The Offeror shall furnish to ASPA such additional information and data for this purpose as ASPA may request, or the proposal may be deemed non-responsive.

XVI. MULTIPLE PROPOSALS—COLLUSION

- A. 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.

- B.If requested by ASPA to do so, an Offeror may submit an alternate Proposal.
- C. If ASPA believes that collusions exists amongst any Offerors, the participants in such collusion will be disqualified from contract award consideration.
- D. Proposals in which the proposed costs and fees are unreasonably high or unrealistically low may be rejected at ASPA's sole discretion.

XVII. BUSINESS LICENSE

- A. An Offeror from elsewhere other than American Samoa shall 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.
- B.The successful Offeror shall possess a currently valid American Samoa Business License prior to the execution of this contract.

XVIII. CONTRACT DOCUMENTS

- A. The Contract Documents which govern all work set forth by this RFP consist of the following:
 - 1. This RFP;
 - 2. All addenda to this RFP;
 - 3. Any submissions pursuant to any issued addenda;
 - 4. Any clarifications as may result from Proposal evaluations;
 - 5. The Contract (or the Agreement).

XIX. OFFEROR'S UNDERSTANDING

- A. Each Offeror must inform itself of the conditions relating to the execution of the work.
- B.The Offeror will make itself thoroughly familiar with all the Contract Documents prior to execution of the Agreement.
- C. Each Offeror shall inform itself of, and the Offeror awarded the Contract shall comply with, federal and territorial statues 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.
- D. 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. WITHDRAWAL OF PROPOSAL

- A. Any proposal may be withdrawn prior to the scheduled time for the opening of Proposals by notifying ASPA in a written request.
- B. No Proposal may be withdrawn after the time scheduled for opening of Proposals.

XXI. OPENING AND EVALUATION OF PROPOSALS

- A. In accordance with Procurement Rule § 3-110, Proposals will be opened and recorded as part of the RFP record on the date and at the time indicated in Section IV, Part B of this document.
- B. All Proposals will be opened at the ASPA Procurement Conference Room in Tafuna, American Samoa or in another location as designated by the ASPA Procurement Manager in Writing.

XXII. EXECUTION OF CONTRACT

- A. Upon receiving ASPA's Notice of Award, the successful Offeror must sign and deliver the Contract to ASPA, together with any other documents as may be required by ASPA.

XXIII. RFP CONDITIONS

- A. This RFP does not commit ASPA to award a contract or to pay any cost incurred in the preparation of this proposal.
- B. 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 all proposals and reissue an amended RFP;
 3. Request additional information from any Offeror submitting a proposal;
 4. 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);
 5. Negotiate a contract with the Offeror selected for award;
 6. Waive any non-material violations of rules in this RFP.
- C. ASPA reserves the right to issue any addendum to this RFP, after which the following steps will be followed:
 1. OFFERORS shall send ASPA a signed Receipt of Addenda from confirming the receipt of any Addendum;
 2. OFFERORS shall submit any additional information as is required by any Addendum;

3. If any Offeror fails to acknowledge the receipt of any such Addendum, the Offeror's proposal shall be considered irregular and will be accepted by ASPA only if it is in ASPA's best interest;
4. If any Addenda are not received prior to submittal of the Offeror's Proposal, a Supplementary Proposal may be submitted in order to revise the original Proposal;
5. Supplementary Proposals must be received by ASPA prior to the scheduled time for the opening of Proposals.

XXIV. OFFEROR'S QUALIFICATION DATA

- A. It is the intention of ASPA to award the contract only to an Offeror who is able to furnish satisfactory evidence that the Offeror has the requisite experience and ability, including sufficient capital, facilities, and employees, which are necessary to prosecute the work successfully and promptly and to complete it within the term set forth in the contract.
 1. Please provide past project experience on similar projects to the Manu'a Water Tanks Replacement Project per this RFP.
 2. Please list experience in American Samoa and/or in similar remote locations with limited infrastructure.
 3. Please list any sources/suppliers/manufacturers of materials and prefab elements.
 4. Please provide recommendations that might help improve the project overall in terms of maintenance and operations.
- B. The Offeror shall complete and submit the Offeror's Qualification Form (Attachment C), as part of the total proposal package.

XXV. AWARD OF CONTRACT

- A. Within forty (40) calendar days after the opening of offers, unless otherwise stated in the Notice to Offerors, ASPA will accept one of the offers in accordance with the selection criteria. The acceptance of the offer will be by written Notice of Award, mailed or delivered to the office designated in the proposal. 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 proposals. 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.

XXVI. PAYMENT

- A. **General.** In consideration of the faithful performance of the Work prosecuted in accordance with the provisions of the Contract, ASPA will pay the Contractor in United States dollars for all such goods and services delivered or rendered pursuant to the Contract on the basis of

percentage of completion for lump sum items and unit price for all other items, all as more particularly described in the Contract.

- B. **Partial Payments.** Partial Payments may be made from time to time as provided in the Contract. Partial payments shall not be construed to affect the right, hereby reserved, of ASPA to reject the whole or any part of any work, should such work be later found not to comply with the provisions of the Contract. All estimated quantities of work for which partial payments have been made are subject to review and correction on the final estimate. Payment by ASPA and acceptance by the Contractor of partial payments based on periodic estimates of quantities of work performed shall not, in any way, constitute acceptance of the estimated quantities used as the basis for computing the amounts of the partial payments.

Before the first working day of each calendar month, the Contractor shall prepare a detailed estimate of the amount earned for the separate portions of the work for review and approval by ASPA. As used in this Section, the words "amount earned" means the value, on the date of the estimate for partial payment, of the work completed in accordance with the Contract and the value of approved materials delivered to the project site suitably stored and protected prior to incorporation into the work.

- C. **ASPA's Right To Withhold Amount.** In addition to any other amount which ASPA may otherwise retain hereunder or under the Contract, in the event the successful Offeror is in material breach of the Contract, ASPA may withhold all or part of any payment or payments otherwise due the Contractor if ASPA reasonably determines such additional withholding is necessary to ensure Contractor's compliance with the agreed upon terms of the contract.
- D. **Qualification For Partial Payment For Materials Delivered.** Materials, as used herein, shall be considered those items which are fabricated and manufactured material and equipment. Only those materials for which the Contractor can transfer clear title to ASPA will be qualified for partial payment. To receive partial payment for materials delivered to the site, but not incorporated in the work, it shall be necessary for the Contractor to submit to the Engineer, at least seven (7) days prior to the end of said month, a list of such materials. At his sole discretion, the Engineer will approve items for which partial payment is to be made. Invoices of suppliers must support the Contractor's actual net cost for the materials. Proper storage and protection shall be provided by the Contractor, and as approved by an ASPA engineer. Final payment shall be made only for materials actually incorporated in the work and, upon acceptance of the work, all materials remaining for which advance payments had been made shall revert to the Contractor, unless otherwise agreed, and partial payments made for these items shall be deducted from the final payment for the Work. Partial payments will include surface shipping costs to American Samoa. Bills of lading will be provided by the Contractor to determine actual shipping costs. Partial payments shall not exceed sixty percent (60%) of material and shipping costs. No payment will be made for on-island transshipment to work site.

XXVII. CONTRACTOR'S LICENSE

- A. Offerors who are not from American Samoa shall be licensed in accordance with the provisions of their respective state and country and shall be skilled and regularly engaged in the general type and size of work called for under this IFB. The selected Offeror shall have an American Samoa Business license prior to execution of the Contract. Offerors from American Samoa shall be licensed in accordance with the American Samoa rules and regulations for Contractors.

XXVIII. PRIMARY OFFEROR

- A. 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 Proposal. 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.

XXIX. SUBCONTRACTOR

- A. Any Subcontractor that the Offeror chooses to use in fulfilling the requirements of this RFP, and which is expected to receive more than ten percent (10%) of the value of the Agreement, must also meet all Administrative, Business and Technical Requirements of the RFP, as applicable.

Nothing contained in the resulting Agreement shall create any relationship between ASPA and any Subcontractors, and no subcontract shall relieve the Offeror of its responsibilities and obligations. The Offeror is fully responsible to the Government for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by any of them.

The Prime Offeror’s obligation to pay its subcontracts is an independent obligation from ASPA’s obligation to pay or to enforce the payment of any money to any subcontractor. Offeror is solely responsible for any payments to or claims made by subcontractor.

The Offeror must not change Subcontractor(s) if such changes conflict with the work to be performed under this contract. ASPA recognizes that changes to Subcontractor(s) may be necessary and in the best interests of ASPA, however, advance notification of a contemplated change and the reasons for such change must be made to ASPA no less than ten (10) Business Days prior to the existing Subcontractor’s termination. If this should occur, the Offeror should be aware that the ASPA contract administrator or designee must approve any changes to the subcontractor(s) prior to the termination of the existing Subcontractor(s). This also includes any changes made between submittal of the Final Offer and actual start of the contract.

ASPA will not compensate the Offeror for any of the Offeror’s time or effort to educate or otherwise make the new Subcontractor(s) ready to begin work on the contract.

XXX. LISTING OF SUBCONTRACTOR

- A. All offers shall include the names of each firm to be engaged by the offeror as a subcontractor in the performance of the Contract. The nature and scope of work to be performed by such subcontractor shall also be included. ASPA shall not be responsible for payment to any joint contractor or subcontractor. ASPA only recognizes its contractual payment obligations to the successful offeror.

XXXI. PROOF OF COMPETENCY OF SUBCONTRACTOR

- A. Any offeror may be required to furnish evidence, satisfactory to ASPA, that proposed subcontractors have sufficient means, equipment, and experience in the types of work called for to assure completion of the contract in a satisfactory manner.

XXXII. BUSINESS INSURANCE

- A. The Contractor shall obtain the insurance coverage designated herein and pay all costs associated therewith. Such insurance shall be for the coverage, amounts, and limits as set forth in section (B) below. Before commencing the Work, the Contractor shall furnish ASPA with certificates of insurance showing the type, amount, class of operations covered, effective dates and date of expiration of policies. The Contractor's insurance shall be maintained for the full period of the Agreement.

In the case of a breach of any provision of this section, ASPA, at its option, may take out and maintain, at the expense of the Contractor, such insurance as ASPA may deem proper and may charge the Contractor with such amounts due. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under the Agreement.

- B. During the term of the Agreement the Contractor shall maintain such public liability and property damage insurance, and automobile public liability and property damage insurance that shall protect the Contractor from claims for damage for personal injury, including accidental death, as well as from claims for direct property damage, which may arise from negligent operations under the Agreement, whether such operations are by itself or by a subcontractor or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall be as follows

1. 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.
2. Employer's Liability: The Contractor shall maintain employer liability insurance in the amount of Two Million (\$2,000,000 USD).
3. Public/General Liability: Public/General liability shall include coverage for wrongful death claims, and shall not exclude coverage for explosion, collapse, or underground exposure.
 - a. 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).
 - b. 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.
4. Automobile Liability:
 - a. 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).
 - b. 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).

5. 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 ASPA as their interests may appear.

XXXIII. 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 ASPA office including the Accounting Division.
- B. The winning Contractor is required to submit a QA/QC Plan and a Safety Plan to ASPA's Project Engineer before construction starts. These plans will be submitted to USEPA for approval.

XXXIV. 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:
 1. 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;
 2. 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
 3. Comply with the Workmen's Compensation Act and maintain a compliant Health and Safety Plan. A copy of this plan shall be provided to ASPA.

XXXV. ADDITIONAL AMERICAN SAMOA REGULATIONS

- A. Offerors are advised of the following:
 1. Foreign Labor: Contractors must exercise good judgment in recruiting skilled foreign labor. Unskilled labor used on the project shall be American Samoa resident 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.

2. 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.
3. 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.
4. Costs of Transportation: The Contractor will be expected to include in its Proposal, among other things, costs of transporting equipment, materials and personnel to and from American Samoa.
5. Labor and Material Furnished by ASPA: No labor will be furnished by ASPA. Certain materials and equipment may be made available to Contractor for its use and access, but only in the sole discretion of ASPA. Offerors should not assume when preparing Proposals that ASPA material and equipment will be available for their use.
6. Equipment and Project Warranty and Maintenance Requirements: All Proposals should include the cost of a one-year equipment and workmanship warranty, or length of warranty specified in the project specifications, attached hereto as Attachment M. 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 ASPA's sole discretion.

XXXVI. TIME IS OF THE ESSENCE

- A. 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 **\$500** 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.

XXXVII. REPRESENTATION REGARDING ETHICS IN PUBLIC PROCUREMENTS

- A. By submitting a Proposal, each Offeror represents that it has not knowingly influenced and agrees that it will not knowingly attempt to influence any ASPA 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 ASPA Procurement Rules or other applicable law.

XXXVIII. REPRESENTATION REGARDING CONTINGENT FEES

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

XXXIX. COMPLIANCE WITH LAWS

- A. 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.

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

- A. All Offerors 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:
 - 1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - 2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - 3. 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;
 - 4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
 - 5. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

XLI. COMPLIANCE WITH FEDERAL REGULATIONS

- A. The Work will be funded by one or more federal agencies. As such, all Offerors must agree to comply with applicable federal laws and regulations, including, but not limited to
 - 1. 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);
 - 2. The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3);
 - 3. The Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5);
 - 4. 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
 - 5. 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).

XLII. VENUE AND CHOICE OF LAW

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

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

ATTACHMENT A

PROPOSAL TRANSMITTAL FORM

To: **American Samoa Power Authority.**

Address: **P.O. Box PPB, Pago Pago, American Samoa 96799.**

Project Title: **SCADA Phase II Upgrade Project**

RFP #: _____

Offeror: _____

Date: _____

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

Price shall include labor, transportation, supplies/materials, protective gear, tools, supervision and commissioning and all other costs required for the successful completion of the project. Offeror shall propose a total cost as mentioned above.

Offeror Name: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

Business License Number: _____

ATTACHMENT B

SCOPE OF WORK

SCADA PHASE II UPGRADE PROJECT

I. BACKGROUND

The American Samoa Power Authority (hereinafter referred to as ASPA) is a multi-function public utility that provides electric power, water, waste water, and solid waste services.

ASPA's current installed SCADA system, ClearSCADA incorporates data from its water facilities and proposes to include its 2 microfiltration plants as well,

Our Water facilities use a "master – slave" configuration to connect to the field RTU's. The RTU's are comprised of Control Micro-System (micro-16) and radio modems to connect back to the master PLC (SCADAPack 32). Data radios used are: model DL-3420 by EF Johnson Co. The master PLC consists of a Control Micro-System SCADAPack 32 using MBE driver connected through the switch to the FIX32 HMI. Radio Telemetry Units (RTU's) installed around the island bring in data at a vhf frequency of 167.0 Mhz, from water tanks, water booster stations, water wells, and the waste water lift stations. Two radio repeater stations are also used.

ASPA currently operates the following infrastructure facilities for its water and services and has plans to further expand. Not all of these have RTU's:

- 18 water booster stations
- 30 water storage tanks
- 57 water wells
- 2 micro-filtration plants

II. SCOPE OF WORK:

NEW RTU REQUIREMENTS

The selected Offeror is responsible for, but not limited to, the following:

- a) Furnish and deliver equipment for 30 new RTU sites (*see Attachment H for maps of water tanks and wells*) for the ASPA Water Division. Offeror shall install 2 RTU sites and provide training to Water SCADA personnel during the installation process. Offeror shall also make recommendations on the best sites/locations to install the RTU's to reach optimal performance.
- b) Services to include all programming, testing, wiring, commissioning, and training upon completion of the 2 RTU sites. The RTU must integrate seamlessly with all on-site and off-site equipment. (i.e. VFD, MagMeter, Chlorine injector pump, valves, etc...). The SCADA equipment & programming shall be fully functional and allow any user to remotely control all field equipment/devices (i.e. power on, power off, ramp up and ramp down motor, open and close valves, etc...).

RTU EQUIPMENT SPECIFICATIONS

Supply 30 new assembled RTU enclosures. Must include the following equipment or propose alternate similar or better equipment for a complete working RTU integrated into the existing ClearSCADA platform:

- SCADAPack 350E Smart Remote Terminal Unit
- KR900 Spread Spectrum Data Radio
- 600 x 600mm Stainless Steel Enclosure (NEMA 4X or better)
- AC and DC circuit breakers
- Coax Surge Diverter
- Mains Surge Filter
- Element Yagi antenna (Qty: 6)
- 10m RG213 coax cable connectors

HARDWARE PRODUCTS

- A. Prior to purchase of any hardware, ASPA must approve any variation to the detailed specification in writing. Any variations in the specifications shall be submitted as part of the submittal package for approval by ASPA.
- B. All hardware shall be commercially available Off The Shelf (COTS) and therefore commonly available. Spare parts shall be readily available.
- C. The contractor shall advise ASPA as part of the submittals for approval, if it is determined that any hardware as specified in this section may be no longer manufactured in the near future or is considered "legacy" hardware.
- D. All hardware shall be industrial grade and rated at a minimum temperature of 40 degrees Centigrade, unless specified otherwise.
- E. All hardware spare parts, assembly manuals, operating instructions and warranty shall be neatly assembled, labeled and presented to ASPA at the completion of the project
- F. Contractor is responsible for the protection of all hardware after delivery on site. ASPA will provide a secure area in each facility for the storage of hardware. ASPA is not responsible for any damages or theft of hardware on the premises until after the start of ASPA's beneficial use of the hardware. The contractor shall take any additional measures to ensure the security of all hardware delivered onsite.

HARDWARE REGISTRATION & WARRANTY REQUIREMENTS:

- A. All hardware which is supplied for permanent use on this project shall be registered in the name of ASPA as required by the manufacturer. ASPA will provide contractor with ASPA's primary contact name, address and other pertinent information for hardware registration.
- B. The contractor shall supply ASPA with detailed manufacturer's warranty and support information for all registered products supplied under this contract.
- C. The contractor shall supply to ASPA all hardware assembly instructions, operation manuals and other documentation in the original manufacturer packaging.
- D. The contractor shall supply ASPA the vendors' hardware technical support information including registration, support and warranty information.
- E. The contractor shall supply ASPA with the manufacturer's annual renewal support agreements. It is ASPA's responsibility to extend the manufacturer's warranty and support contracts after the expiration of the manufacturer's warranty period.

PROJECT WARRANTY:

- A. The contractor shall provide the following warranties for all of the items within the scope of work as follows:
 - 2. Hardware manufacturer's factory warranty
 - 3. Contractor's programming & installation warranty
- B. The contractor's programming and installation warranty shall be for a period of five years or better offer after ASPA's beneficial use of the hardware installations, or date of final acceptance (which ever is first).

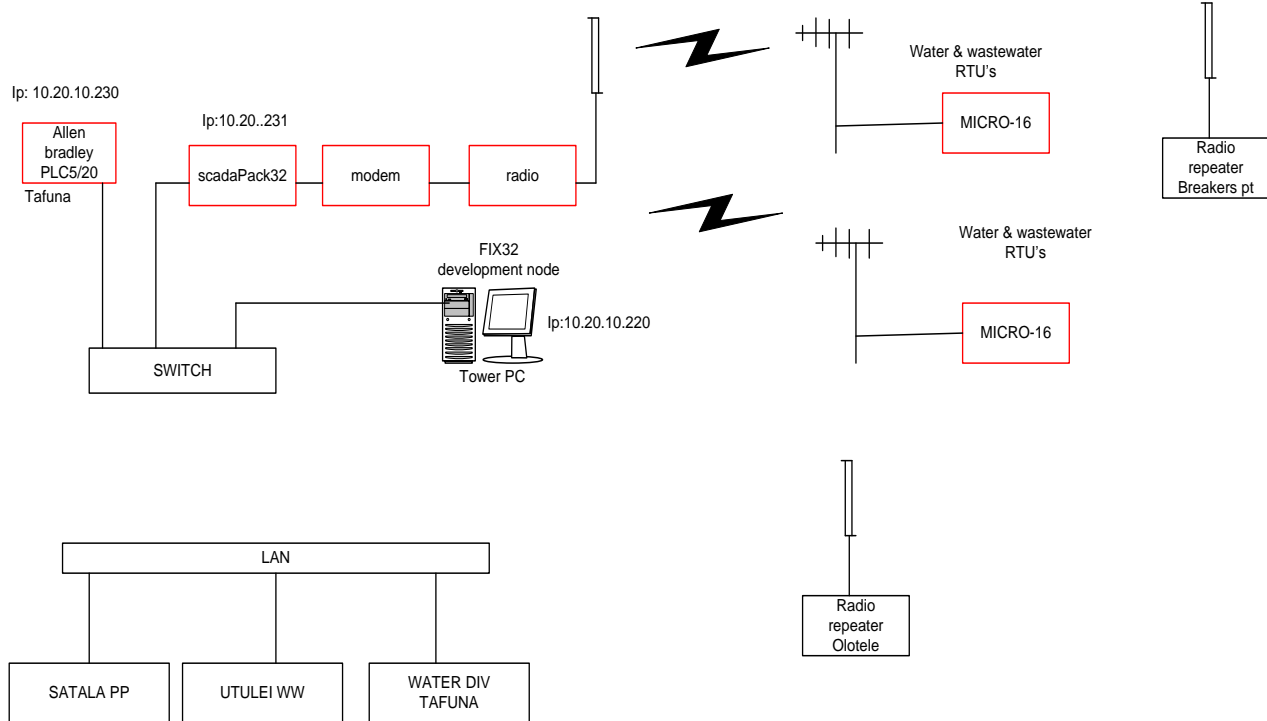
ACCEPTANCE TESTING:

- A. The contractor shall submit an acceptance test plan not less than 5 days to the commencement of the acceptance test. The acceptance test plan shall include a detailed description of each test. The contractor shall also include one or two ASPA staff to assist with the test and also the estimated duration of the testing period. The contractor must be onsite to perform the tests. Remote testing is not allowed.
- B. ASPA has the authority to revise the submitted field test plan prior to commencement.
- C. The contractor, with ASPA present, shall perform the field test plan.
- D. ASPA shall prepare a deficiency list resulting from the field test.
- E. The contractor shall repair all deficiencies and may be required to re-test only the deficient items with ASPA present.

PROGRAMMING AND INSTALLATION TRAINING:

- A. The contractor shall provide two types of training prior to issuance of final project acceptance as follows:
 - 1. Programming & Troubleshooting
 - 2. Installation & Commissioning
- B. The training for programming and troubleshooting shall consist of a three day or longer class for SCADA personnel.
- C. The content of the programming classes shall be focused on the following:
 - a) Programming and configuring new RTU's to integrate into existing SCADA system (HMI), to include I/O's; DI/DO;AI/AO.
 - b) Installing, programming, and interfacing applications, such as VFD's, Chlorine injector pumps, valves, etc. for remote control from ClearSCADA platform.
 - c) Configuration of modbus- RS485/RS232 with field devices
 - d) Configuration of new radios to communicate with each other
- D. Troubleshooting training shall consist of troubleshooting hardware or software issues that may arise. Contractor shall provide examples/scenarios of common hardware and/or software issues with proper troubleshooting techniques.
- E. Installation training shall consist of a two day class for Water SCADA personnel focusing on installing, wiring, and performing preventative maintenance of the RTU sites.
- F. The contractor shall submit electronic copies of all training materials prepared by the contractor. This shall be considered one of the deliverables as part of meeting the training requirements.

Current layout



ATTACHMENT C

OFFEROR QUALIFICATION FORM

1. Name of Organization: _____

2. Business Address: _____

3. Telephone: (Home Office) _____

Business Telephone: _____

Email Address: _____

Fax Number: _____

Tax Identification Number: _____

4. Contact Person: _____

5. Type of Business (please check one):

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.

6. Place of Organization or State of Incorporation: _____

7. Owner's Names and Addresses (if not a Corporation):

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

9. List US States and Territories where company is registered as a foreign corporation.

10. List all projects of similar scope and extent 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 a brief project 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 _____ Date of Completion _____

If not completed, why? _____

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

Location and Date of Project: _____

Nature and scope of contract (provide a brief project 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 _____ Date of Completion _____

If not completed, why? _____

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

11. List the name or names of supervisory personnel proposed to be employed on the work under this Contract, including the qualifications and experience record for each. Personnel resumes may be included within the Offeror's proposal submittal.

<u>Name</u>	<u>Qualifications/Experience</u>
_____	_____

_____	_____

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

<u>Name of Reference</u>	<u>Address and Contact Information</u>
_____	_____

ATTACHMENT D

DISCLOSURE STATEMENT

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

I _____
(Name of owner or partner- all partners must complete a form)

of _____ the Offeror, that has submitted
(Name of Company)

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 American Samoa Power Authority (ASPA) or the American Samoa Government (ASG)

(Signed) (Title)

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

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 government employees to Propose on and receive government contracts provided they disclose such relationships at the time of Proposal submission.

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

I, being first duly sworn deposes and says that:

1. He/She is _____
(Owner, Partner, Representative or Agent)
of _____
(Company Name)

or Offeror that has submitted the attached proposal.

2. He is fully informed regarding the preparation and contents of the attached Proposal and of all pertinent circumstances regarding such Proposal.

3. Such Proposal is genuine and is not a collusive or false Proposal.

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 Proposal in connection with the Contract for which the attached Proposal has been submitted or to refrain from submitting a proposal 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 Proposal 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 _____, 2018

(Signed) _____
(Title)

My Commission expires _____, 201__

ATTACHMENT F

**PROPOSAL BOND SECURITY
INSTRUCTIONS**

The Proposal Bond Security in the sum of **10% of the total proposal amount** must accompany each Bid and shall be furnished to the American Samoa Power Authority as a guarantee and will be retained until the written contract between the Contractor and ASPA 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, ASPA will retain the Contractor's Proposal Bond as liquidated damages, but not as a penalty.

ATTACHMENT G

**PROPOSAL 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 American Samoa Power Authority (ASPA) 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. ASPA18.038.ESD-WTR
SCADA UPGRADE PHASE II**

The proposed project will furnish, deliver, and install equipment for new RTU sites for the ASPA Water Division. Services are to include all programming, testing, commissioning, and training upon completion.

Offeror shall 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 Proposal Bond this _____ day of _____, 2018.

Principal: _____ Surety: _____
(Name of Firm) (Name of Firm)

By: _____ By: _____
Name: _____ Name: _____
Title: _____ Title: _____

By: _____ By: _____
Name: _____ Name: _____
Title: _____ Title: _____

Resident Agent:

By: _____
Name: _____
Title: _____

Address for Notices:

Address for Notices:

NOTE: The signature of the person executing this Proposal Bond must be notarized. If an attorney-in-fact executes the Proposal 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 Proposal Bond.

ATTACHMENT H

MAP OF ASPA WELLS, TANKS, AND BOOSTER STATIONS

(Attached Separately)