



American Samoa Power Authority

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REQUEST FOR PROPOSALS (RFP)

**FOR THE
BACKFLOW ASSEMBLY TESTING SERVICES**

September 16, 2019

RFP NO.: ASPA19.037.ESD-WTR

APPROVED FOR ISSUANCE BY:

**WALLON YOUNG
ACTING- EXECUTIVE DIRECTOR**

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NOTICE TO OFFERORS
REQUEST FOR PROPOSAL

ISSUANCE DATE: **September 16, 2019**
RFP No.: ASPA19.037.ESD-WTR
PROJECT: Backflow Assembly Testing
CLOSING DATE/TIME: **October 7, 2019 @ 2:00 p.m.** American Samoa time

The American Samoa Power Authority (ASPA) invites you to submit a proposal for the BACKFLOW ASSEMBLY TESTING. The services to be provided for the American Samoa Power Authority (ASPA) Environmental Service Division (Water) will be the testing of backflow prevention assemblies. It is estimated that there will be approximately 300 tests of backflow assemblies to be performed on an annual basis. This project is locally funded. 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 can be viewed and obtained online at ASPA's website, www.aspower.com. For more information about this RFP, please contact the following person(s):

Yvonne T. Satila
Acting Procurement Supervisor
Procurement Office
PH: 684-699-3057
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.

WALLON YOUNG F., Acting Executive Director

Date

PROPOSAL INVITATION

YVONNE T. SATILA, ACTING PROCUREMENT SUPERVISOR
AMERICAN SAMOA POWER AUTHORITY
Procurement Office
P.O. BOX PPB
PAGO PAGO, AS 96799
(684) 699-3057
bids@aspower.com

DATED ISSUED: September 16, 2019

PROPOSAL INVITATION NO: RFP No.ASPA19.037.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) **One Original, Five (5)** hard copies and one (1) PDF of the complete proposal must be received at the ASPA Procurement Office no later than, **October 7, 2019 @ 2:00pm American Samoa Time.**
 - 4) The envelope or box must be labeled “**RFP No. ASPA19.037.ESD-WTR “Backflow Assembly Testing”**”
- 5) **Late submittals will not be opened or considered and will be determined as non-responsive.**
- 6) A pre-proposal meeting will be held on **Monday, September 30, 2019 at 10:00 a.m.** at ASPA Materials Management Conference Room.
- 7) Any and all **pre-proposal questions** and/or clarifications shall be submitted to Yvonne T. Satila by email at bids@aspower.com or by hard copy no later than **Wednesday, October 2, 2019 at 2:00 pm.**
- 8) ASPA shall issue addenda to address questions and/or clarifications as necessary on **Friday, October 4, 2019.**

NOTE TO OFFERORS:

This proposal is subject to the attached General Terms and Conditions of “**RFP No. ASPA19.037.ESD-WTR “Backflow Assembly Testing Services”**”.

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 REMINDER TO PROSPECTIVE OFFERORS

OFFERORS are reminded to read the Proposal Invitation Instructions and General Terms and Conditions attached to the RFP and to verify that each submittal requirement (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. Bid Bond Security Instructions (Attachment F)

[X] 2. BOND FORMS

- a. Bid Bond Security Instructions (Attachment F)
- b. Bid Bond Form (Attachment G) or cashier's check for 10% of the total bid amount
 - i. All Bid Bonds must be in the form included in the contract Documents. The Bid 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.

[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. ASPA19.037.ESD-WTR “Backflow Assembly Testing”**” as of this date, _____ 2019.

Signature of Offeror’s Representative

SIGNIFICANT DATES

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

September 16, 2019

Proposal advertisement

September 30, 2019

Pre-proposal meeting

October 2, 2019

Deadline for submitting questions and or clarifications

October 4, 2019

Issue addenda to address questions and or clarifications as necessary.

October 7, 2019

Proposal submittal closing date (2:00 pm American Samoa Time)

DATES ARE SUBJECT TO CHANGE AT ASPA'S DISCRETION

AMERICAN SAMOA POWER AUTHORITY

GENERAL TERMS AND CONDITIONS

FOR

Backflow Assembly Testing Services

I. INTRODUCTION

The services to be provided for the American Samoa Power Authority (ASPA) Environmental Service Division (Water) will be the testing of backflow prevention assemblies. It is estimated that there will be approximately 300 tests of backflow assemblies to be performed on an annual basis.

II. TERMS

The contract is for one year starting July 1, 2018 to June 30, 2019. ASPA, at its option, shall have the right to extend this contract for a second one year period and again for a third one year period. The contractor will be notified at least thirty (30) days prior to termination of the contract of ASPAs intent to extend. The bid price shall remain fixed for the duration of the contract. Extensions of this contract are subject to availability and appropriation of funds. ASPA shall have the right to cancel this contract if funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first.

- A. The intent of this RFP is to have an agreement based on the successful completion of the SOW (Attachment B).

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. DATE/TIME/PLACE OF PROPOSAL SUBMITTAL

- A. Each Offeror must submit its proposal in a sealed envelope addressed to:
 - Yvonne T. Satila
 - Procurement Manager
 - P.O. Box PPB
 - Pago Pago, AS 96799
- B. **One original, Five (5) hard copies** and one (1) PDF copy of the proposal must be received in the Office of Procurement on or before **October 7, 2019 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.

V. PRE-PROPOSAL MEETING

- A. A non-mandatory Pre-Proposal Meeting will be held on **Tuesday, September 30, 2019 at 10:00 AM** at Material Management conference room. Proposer are encourage to attend this meeting.

VI. PRE-PROPOSAL QUESTIONS

- A. Any pre-proposal questions and/or clarifications shall be submitted in writing to Yvonne T. Satila by email at bids@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 **October 2, 2019 @ 2pm** American Samoa Time. ASPA will then issue addenda to address any questions and/or clarifications as may be necessary on **Friday, October 4, 2019**.

VII. 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.

VIII. PROPOSAL PREPARATION INSTRUCTIONS

The response to this RFP shall include, but need not be limited to, the information described below. All information submitted shall pertain to the legal entity, subsidiary, or affiliate which will execute the ultimate construction contract.

A. Firm Qualifications and Experience:

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

B. Confirmation of Subcontractors:

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

C. Work plan and Schedule

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

D. Price

The Offeror shall provide a cost estimate for complete BACKFLOW ASSEMBLY TESTING the facility as drawn and specified in the appendices. 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 Offeror has insufficient experience, responsibility, skill, financial standing or business standing to perform the proposed service in strict compliance with the specifications, or when the information provided by the Offeror is deemed by the SEB as insufficient for making a judgment.

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

IX. CONTRACT AND PAYMENT TERM

- A. The term for this contract is **150 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. ASPA will retain the sole option to renew or extend the contract after its initial term.
- D. 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.

X. 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, 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.

XI. BASIS FOR SELECTION

Proposals will be evaluated by a Source Evaluation Board ("SEB"). SEB members shall be appointed 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.

XII. 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. Sub-contractor | 0 - 25 points |
| 3. Work plan/Schedule | 0 - 10 points |
| 4. Price | 0 - 40 points |

Total points: 100 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.

XIII. 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 Bid Bond Security Instructions
- G. Attachment G is the Bid Bond Security Form
- H. Performance and Payment Bond Requirements
- I. Bid Form
- J. Technical Specifications
- K. Drawings

XIV. QUALIFICATION OF OFFERORS

A. At minimum, the Offeror shall submit the information required by the Offeror's Qualification Form (Attachment C) and section XXIV. ASPA may make such investigations as it deems necessary to determine the ability of the Offeror to perform the work. 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.

A. MULTIPLE PROPOSALS—COLLUSION

B. 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.

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

XV. 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.

XVI. 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).

XVII. 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.

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

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

- A. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
- B. Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;
- C. 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;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women’s business enterprises; and
- E. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

XIX. COMPLIANCE WITH FEDERAL REGULATIONS

The Work will be funded by one or more federal agencies. As such, all bidders must agree to comply with applicable federal laws and regulations, including, but not limited to (i) Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR chapter 60); (ii) the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3); (iii) the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5); (iv) Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5); and (v) applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15).

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 Acting Procurement Manager in Writing.

XXII. EXECUTION OF CONTRACT

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 RFP Pava’ia’i HDPE Waterline Replacement Project Phase I laid out in 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.

ATTACHMENT A- PROPOSAL TRANSMITTAL FORM

Date: _____

AMERICAN SAMOA POWER AUTHORITY

American Samoa Government

To Whom It Concerns:

The undersigned (hereafter referred to as the Offeror) hereby proposes and agrees to furnish all of the requested submittal and proposal information pertaining to

RFP NO. ASPA19.037.ESD-WTR
Backflow Assembly Testing Services

BIDDER: _____

DATE: _____

BFA Testing & Certification			
Size	Qty	Cost	Total
3/4"			
1"			
2"			

4"			
6"			

BFA Repair			
Size	Qty	Cost	Total
3/4"			
1"			
2"			
4"			
6"			

Total Base Bid: _____
(Amount in Words)

 Name of the Company

 Authorized Signature

 Date:

In accordance with the Scope of Work (Attachment B), General Terms and Conditions, 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 location(s) where the work is to be performed. The Offeror has read the Request for Proposal Instructions and General Terms and Conditions attached to ascertain that all of the requirements (see check boxes) of the cost proposal are submitted in the proposal envelope, with five copies, at the date and time for proposal opening. (See Page Five of this document, "SPECIAL REMINDERS TO PROSPECTIVE OFFERORS" to verify that all four submittal requirement boxes have been checked.)

Signed Seal

Date

ATTACHMENT B- SCOPE OF WORK

BACKFLOW ASSEMBLY TESTING SERVICES

The following requirements will apply to the services to be provided:

1. The individuals performing tests must be licensed as a Backflow Prevention Assembly Tester certified by any State or nationally recognized certifying board. This license must be current and kept valid during the course of this contract. A copy of the current license of all individuals to conduct testing must be provided with your bid.
2. Devices to be tested are located throughout ASPA's public water systems including Wastewater and Water Treatment Plant facilities. These devices include Reduced Pressure Zone Backflow Prevention Devices (RPZs), Double Check Valve Assemblies (DCVAs), Spill Proof Vacuum Breakers (SPVBs), and Pressure Vacuum Breakers (PVBs). Backflow assembly sizes range from 3/4" to 6".
3. The contractor will be provided a current listing of all devices to be tested, their location, testing schedule, and contact person. It is the responsibility of the contractor to make all appointments for tests.
4. The monthly database submission for each assembly test shall be digitally mail-merged into a current ASPA approved backflow assembly test form template. Upon test completion, electronic copies of this form with original signatures will be returned to ASPA on a monthly basis.
5. The contractor will notify ASPA within two (2) working days of any assembly failing a backflow test along with physical verification of make model and size from the name plate of the failed assemblies. "Repair of Device" notices will be prepared and mailed by the ASPA ESD Water department. In the event of a failed/leaking 1/8th or 1/4 (inch) NPT ball valve test cock assembly, the contractor shall replace the defective test cock assembly during the routine test.
6. Initial inspection of new devices will be performed by ASPA. Initial test of new devices will be done by the contractor.
7. The contractor will provide cost to test and certify a backflow prevention assembly and/or hourly rate.
8. The contractor will provide cost to repair a backflow prevention assembly. Repairs to be covered under a separate purchase order.
9. Retests will be done by the contractor.
10. The contractor will provide an email or electronic report monthly detailing the tests that were performed, number and location of assembly failures and any unusual conditions observed.
11. The testing of all devices must conform to federal regulations and national standards.
12. Special scheduling accommodation may need to be made for customers with specialized water fed equipment of needs and will be considered on a case by case basis.
13. The contractor will be representing ASPA in the performance of this contract and as such his employees must conduct themselves in a professional manner and must present a neat and orderly appearance.

14. The contractor or his employees shall not solicit or accept any business from persons or companies or institutions on whose property backflow devices are being tested under the contract.
15. The contractor shall immediately notify the ASPA ESD Manager of any hazards or defects observed that if uncorrected would affect the safety or quality of the public drinking water.
16. Confined space entry-the testing of backflow devices located in pits will be accomplished using approved confined space entry procedures. ASPA will support confined space entries with personnel and equipment when necessary.
17. The Vendor shall provide an electronic copy of the current calibration certificates for each test kit annually to be used on this project.
18. Experience Requirements: The contractor shall be a firm with a minimum of five (5) years of cross connection testing experience.

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 STATEMENTS

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 bid on and receive government contracts provided they disclose such relationships at the time of bidding.

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)

of 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 _____, 2019

 (Signed) _____
 (Title)

My Commission expires _____, 201____

ATTACHMENT F- BID BOND SECURITY INSTRUCTIONS

The Bid Bond Security in the sum of 10% of the total bid 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 Bid bond as liquidated damages, but not as a penalty.

ATTACHMENT G- BID BOND SECURITY FORM

KNOW ALL PERSONS BY THOSE PRESENT that _____, as Principal, hereafter called the “Principal,” and _____, a duly admitted insurer under the laws of the Territory of American Samoa, as Surety, hereinafter called the “Surety”, are held firmly bound unto the 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. ASPA19.037.ESD-WTR “Backflow Assembly Testing Services”

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

[Signature Page Follows]

IN WITNESS WHEREOF, we have hereunto set our hands on this bid bond this _____ day of _____, 2019.

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

ATTACHMENT H- PERFORMANCE AND PAYMENT BOND INSTRUCTIONS

Based on the Bonding Tier Requirements listed below, a Performance and Payment Bond must be provided within a reasonable time after the execution of the written contract. Both bonds shall be in the amount of \$_____ (total project cost). Such bonds shall be filed with an authorized surety company licensed in American Samoa or the United States and approved or issued by a surety acceptable to ASPA. The costs of said bonds shall be included in the contract price. The Performance Bond and Payment Bond must remain in force until the work is completed.

Tier 1: A 20% retainage is required for contracts greater than \$35,000.00 but less than or equal to \$1,500,000.00.

Tier 2: The contractor shall provide 100% performance and payment bonding by a non-treasury listed company for contracts greater than \$1,500,000.00 (surety company must be licensed in American Samoa or United States).

The Performance Bond will be in force until the work is completed following the Notice to Proceed.

The undersigned understands that the American Samoa Power Authority reserves the right to reject any or all proposals or to waive any informality or technicality in any proposal in the interest of the American Samoa Power Authority.

RESPECTFULLY SUBMITTED BY:

(OFFEROR SIGNATURE)

(BY)

(TITLE)

(BUSINESS ADDRESS)