



AMERICAN SAMOA POWER AUTHORITY

P.O. Box PPB
Pago Pago, American Samoa 96799
Telephone: (684) 699-3057
Email: bids@aspower.com
Website: www.aspower.com

REQUEST FOR QUOTES (RFQ)

FOR

SUPPLY AND DELIVERY OF MATERIALS FOR THE PAVAI AI TO FUTIGA AC PIPE REPLACEMENT PROJECT

RFQ NO. ASPA20.020.ESD-WTR

Issuance Date: March 27, 2020
Closing Date/Time: April 27, 2020
2:00PM - AMERICAN SAMOA TIME

PROPOSAL Delivery Location: Procurement Office
New Operations Building
Tafuna Power Plant Compound

APPROVED FOR ISSUANCE:

WALLON YOUNG F.
Acting ASPA Executive Director

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NOTICE TO OFFERORS

ISSUANCE DATE: March 27, 2020

RFP NO. **ASPA20.020.ESD-WTR**

PROJECT NAME: **SUPPLY AND DELIVERY OF MATERIALS FOR THE PAVAI AI TO FUTIGA AC PIPE REPLACEMENT PROJECT**

CLOSING DATE/TIME: April 27, 2020 @ 2:00PM AMERICAN SAMOA TIME

The American Samoa Power Authority (ASPA) invites quotations for the SUPPLY AND DELIVERY OF MATERIALS FOR THE PAVAI AI TO FUTIGA ACP REPLACEMENT PROJECT.

Scope of Purchase: The complete description of required deliverables is listed in the attached Scope of Purchase Quotation Form

Documents:

This Quotation may be viewed online on ASPA Website www.aspower.com. Offerors may also pick up a complete package at:

ASPA Procurement Office
New Operations Building
Tafuna, American Samoa 96799

For more information about this RFQ, please contact the following person(s):

Renee Togafau-Mata'utia
Acting Procurement Supervisor
Procurement Office
Tel. (684) 699-3057
bids@aspower.com; yvonne@aspower.com

The American Samoa Power Authority reserves the right to:

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

Wallon Young, F.
Acting Executive Director

Date

RFQ INVITATION

AMERICAN SAMOA POWER AUTHORITY:

Procurement Office
P.O. BOX PPB
PAGO PAGO, AS 96799
(684) 699-3057

ISSUANCE DATE: March 27, 2020
RFP NO. ASPA20.020.ESD-WTR
PROJECT NAME: SUPPLY AND DELIVERY OF MATERIALS FOR THE
PAVAIAI-FUTIGA ACP REPLACEMENT PROJECT

This Request for Quote shall require an original and one PDF electronic copy to be submitted in a box, or other enclosure. All submittals must be received at ASPA Procurement Office no later than **2:00 p.m. on April 27, 2020**. The envelope or box must be labeled:

ASPA Procurement Office
Attn: Renee Togafau-Mata'utia, Acting Procurement Supervisor
P.O. Box PPB, Pago Pago, AS 96799.
RFQ NO.ASPA20.020.ESD-WTR

PROJECT NAME: Supply and Delivery of Materials for the Pavaiai-Futiga ACP Replacement Project

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

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

Late submittals will not be opened or considered and will be determined as non-responsive.

Any or all inquiries pertaining to the RFQ shall be sent or emailed to the Acting Procurement Supervisor. **Deadline for Questions is on April 3, 2020 at 4 pm, local time.**

***An Addendum will be issued to address all inquiries soon after.

The prevailing clock shall be ASPA Procurement clock. All Offerors shall provide sufficient written and verifiable information that responds to the requirements set forth herein, the Contract Documents, and in the Scope of Work OR Material Specifications.

Offerors may submit their Quotations through the following mean:

Electronic File Transfer – The Offeror may submit the Quotation using the electronic mail facility. This will enable the Offerors to upload Quotation file by email attachment. The Quotations must be uploaded before 2:00 PM on April 27, 2020, American Samoa Time. **** You are required to Mail in your bid package should your Bid Proposal exceed twenty-five (25) pages.**

NOTE TO OFFERORS:

This Quotation is subject to the attached General Terms and Conditions of the Request for Quotes for:

**“RFQ NO.ASPA20.020.ESD-WTR
Supply and Delivery of Materials for the Pavaiai-Futiga ACP Replacement Project**

The undersigned offers and agrees to furnish within the time specified, the articles and services at the price stated opposite the respective terms listed on the schedule provided, unless otherwise specified by an Offeror. In consideration of the expense of the American Samoa Power Authority in opening, tabulating, and evaluating this and other Quotations, and other considerations such as the schedule, the undersigned agrees that this Quotation shall remain firm and irrevocable for One Hundred Twenty Day (120) calendar days from the listed Quotation opening date or until a construction services agreement may be jointly enacted between ASPA and the undersigned party.

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

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

SIGNED:_____ DATE_____

AMERICAN SAMOA POWER AUTHORITY

SPECIAL NOTICE TO PROSPECTIVE OFFERORS

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



1. QUOTATION FORMS

Attachment A: Quotation Transmittal Form
Attachment B: Material Specifications
Attachment C: Bid Form
Attachment D: Offeror's Qualifications Sheet
Attachment E: Non-Collusion Affidavit of Prime Offeror



2. BUSINESS LICENSE

Offerors must submit current business AND current contractor's license as stated below (see General Terms and Condition for more information).



3. QUOTATION

The Quotation must include all of the following to be deemed responsive:

- A. The contractor's Quotation price for the purchase and delivery of all materials listed in the Quotation form.
- B. All items as listed above in #1 from Attachments A to E.

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

I, _____, authorized representative of _____, acknowledge receipt of this special reminder to prospective Offerors together with Quotation Invitation #: RFQ NO.ASPA20.020.ESD-WTR Supply and Delivery of Materials for the Pavaiai-Futiga ACP Replacement Project, this date of _____, 2020.

Offeror's Representative's Signature

TERMS AND CONDITIONS

1. QUOTATION PREPARATION INSTRUCTION

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

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

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

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

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

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

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

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

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

2. SUBMISSION OF QUOTATIONS:

All interested parties must submit sealed Quotations subject to the Terms and Conditions of the Request for Quotes and General Conditions, which are incorporated herein by reference, and such other provisions and specifications are attached or incorporated by reference.

Quotations shall be submitted to the ASPA Procurement Office no later than **April 27, 2020 at 2:00 pm American Samoa Time.**

3. REJECTION OF QUOTATIONS

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

4. ATTACHMENTS

Attachment A: Quotation Transmittal Form
Attachment B: Material Specifications
Attachment C: Bid Form
Attachment D: Offeror's Qualifications Sheet
Attachment E: Non-Collusion Affidavit of Prime Offeror

5. PAYMENT TERMS

Net 30 days upon receipt of materials. (Pre-payment is NOT acceptable)

6. TYPE OF CONTRACT

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

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

ASPA will not be held responsible in any way for claims filed by the Contractor or its employees for services performed under the terms of this RFQ or the contract.

7. AWARD OF CONTRACT

The acceptance of the Quotation will be by written Notice of Award, emailed, mailed or delivered to the office designated in the Quotation. 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. 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.

8. PRIMARY OFFEROR

The award, if made, will be to a single Offeror. The selected primary Offeror will be responsible for successful performance of all subcontractors and support services offered in response to this Quotation. 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.

9. BUSINESS LICENSE

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

10. INSURANCE

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

11. BASIS OF AWARD

Award is made to the lowest responsive, responsible Offeror providing the best value to the American Samoa Power Authority. At the time of Quotation opening, each Quotation will be checked for the presence or absence of required information in conformance with the submission requirements of this RFQ. ASPA will evaluate each Quotation to determine its responsiveness to the published requirements.

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

Negotiations are not allowed and price is the major determining factor for selection and award. Quotations will be evaluated by according to ASPA’s Procurement Rules and criteria set forth in these Quotation documents.

12. QUALIFICATION OF OFFEROR

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

13. MULTIPLE QUOTATIONS – COLLUSION

If more than one Quotation is submitted by any one party or in the name of its clerk, partner or other person; all Quotations submitted by said party may be rejected by ASPA. This shall not prevent an Offeror from submitting alternate Quotations when called for. A party who has proposed prices on materials is not thereby disqualified from quoting prices to other Offerors or from submitting a Quotation directly to ASPA. If ASPA believes that collusion exists among any Offerors, none of the participants in such collusion shall be considered. Quotations in which the contract prices are unbalanced or unrealistic may be rejected at ASPA’s sole discretion.

14. OFFEROR’S UNDERSTANDING

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

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

Costs of Transportation. The Contractor will be expected to include in its Quotation, among other things, costs of transporting product, equipment and materials to and from the American Samoa Power Authority Tafuna Warehouse.

Equipment Warranty and Maintenance Requirements. All Quotations should include the warranty cost of equipment and workmanship warranty, or length of warranty specified in the materials specifications, attached hereto as Attachment B. Warranties shall include the cost of all parts, labor, equipment, shipping, and onsite visits to repair or replace any deficient equipment, material, or workmanship.

15. WITHDRAWAL OF QUOTATION

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

16. OPENING AND EVALUATION OF QUOTATIONS

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

17. EXECUTION OF CONTRACT

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

18. ASSIGNMENT

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

19. RFQ CONDITIONS

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

- A. Reject any Offeror for being non-responsive to Quotation requirements contained in this RFQ or for being non-responsible;
- B. Reject all Quotations and reissue an amended RFQ;
- C. Negotiate a contract with the Offeror selected for award; and
- D. Waive any non-material violations of rules contained in this RFQ.

ASPA reserves the right to issue any addendum to this RFQ. Offerors shall send ASPA a signed form confirming receipt of any addendum, and shall submit supporting/additional information as required by any addendum. In the event that an Offeror fails to acknowledge receipt of any such

addendum in the space provided, such Offeror's Quotation shall be considered irregular and will be accepted by ASPA only if it is in ASPA's best interest, as determined by ASPA in its sole discretion. In the event that addenda are not received until after the Offeror has submitted its Quotation, a supplementary Quotation may be submitted revising the original Quotation. Such supplementary Quotations must be received by ASPA prior to the scheduled time for opening of Quotations.

20. COMPLIANCE WITH LAWS

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

21. AWARD, CANCELLATION, AND REJECTION

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

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

22. OFFEROR'S QUALIFICATION DATA

It is the intention of ASPA to award a contract only to the Contractor who is able to furnish satisfactory evidence that it has the requisite experience and ability and that it has sufficient capital, facilities and plant to enable it to perform the work successfully and promptly and to complete it within the term set forth in the contract. Each Offeror shall submit as part of the total Quotation package, the following information:

- A. Name of organization;
- B. Address and phone number of home office, principal place of business and locations and contact information for any branch offices;
- C. Type of business structure, e.g., corporation, partnership, joint venture, proprietorship;
- D. Place of organization or state of incorporation;
- E. Names and addresses for all owners for businesses other than corporations;

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

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

- A. Name of awarding agency or owner for which work was performed;
- B. Dates of performance;

- C. Whether performance was completed within the specified time under the contract and, if not, why; and
- D. The names and addresses of three references, at least one of which should be a bank or other lending institution, governmental agency or bonding company.

23. DELIVERY AND REMEDIES FOR DEFAULT

All Quotation prices are to include delivery to the place designated by ASPA which shall be CIF Pago Pago. No charges for delivery, parcel post, packing, cartage, insurance, license fees, or for any other purpose will be paid by ASPA.

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

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

Acceptance of items at destination shall not relieve the Contractor from the obligation to correct any incomplete, inaccurate, or defective deliveries in accordance with these General Conditions. The time of delivery as set forth herein is an integral part of this Invitation and resulting contract. If Contractor fails to make delivery within the time established and agreed upon by both parties, ASPA may, at its option, declare the Contractor to be in default, and his Quotations and resulting contract to be null and void or ASPA shall charge the Contractor a fee of \$100 per day until the default has been remedied.

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

Offeror shall indicate in its Quotation the lead time for delivering.

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

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

24. PRICES

All prices Quotation shall be firm and not subject to increase if accepted during the acceptance period. Quotations containing an “escalation clause” will not be considered unless specifically authorized by ASPA in the Request for Quotes.

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

All prices shall be CIF (Cost, Insurance and Freight) destination. The seller is permitted to transport the goods to the American Samoa Power Authority at his own expense and risk.

25. PRODUCT GUARANTEE

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

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

26. RETURN POLICY

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

27. SPECIFICATIONS

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

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

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

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

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

28. WARRANTY

The Contractor warrants:

- A. that goods, supplies, materials, and equipment covered by this contract conform to the specifications
- B. that such goods, supplies, materials, and equipment are free from defects
- C. that such goods, supplies, materials and equipment are fit for ordinary purposes for which they are used, and fit for such particular purposes

29. CONFLICT OF INTEREST

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

30. ASSIGNMENT

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

31. INDEMNIFICATION

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

ATTACHMENT A (PROPOSAL TRANSMITTAL FORM)

Date: _____

AMERICAN SAMOA POWER AUTHORITY

To Whom It May Concern:

The undersigned (hereafter called an Offeror), _____ (Corporation,
Partnership or Individual)
hereby proposes and agrees to furnish all the necessary information pertaining to:

RFQ NO.ASPA20.020.ESD-WTR

**PROJECT NAME: SUPPLY AND DELIVERY OF MATERIALS FOR THE PAVAI-PUTIGA
ACP REPLACEMENT PROJECT**

In accordance with the Materials Specification (Attachment B), General Terms and Conditions, the Project Specifications, Approved Design and Construction Plans, and other procurement requirements specified in this document for the prices stated in the itemized Quotation 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 Quotation form attached hereto.

The undersigned has read and understands the Quotation requirements, and is familiar with and knowledgeable of the local conditions at the island-wide location(s) where the work is to be performed. The Offeror has read the RFQ Instructions and General Terms and Conditions attached to ascertain that all of the requirements (see boxes) of the Quotation are submitted in the Quotation envelope, with an original, one PDF electronic copy, and five (5) hard copies, at the date and time for Quotation opening. (See Page 6 of this document, "SPECIAL NOTICE TO PROSPECTIVE OFFERORS" to verify that all submittal requirement boxes have been checked).

Signed

Seal

Date

ATTACHMENT B (MATERIAL SPECIFICATIONS)

(Attached Separately)

ATTACHMENT C (BID FORM)

(Attached Separately)

ATTACHMENT D (OFFEROR'S QUALIFICATION SHEET)

1. Name of Offeror_____
2. Name of Official Representative_____
3. Business Address:_____
 - a. Telephone: (Home/Office)_____
 - b. Business Telephone:_____
 - c. Email Address:_____
 - d. Fax Number: _____
 - e. Tax Identification Number:_____
4. Contact Person:_____
5. Type of Business (please check one):
☐ Corporation
☐ Partnership
☐ Proprietorship
☐ Joint Venture

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

6. Number of years the Offeror has been engaged in its current company business under the present firm name indicated _____
7. Type of work generally performed by Offeror

8. List all major projects of a similar nature for the supply of materials for Water Pipe Projects, which have been completed by the Offeror within the last three years, the total dollar amount of each project and the owner/contact person as a reference (attach additional sheets as necessary).

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

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

10. If so, name the agency and reasons thereof

11. If so, state case settlement, if settled

ATTACHMENT E (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 the attached proposal:
(Name of Company)

(Complete one of the two following statements)

- A. **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)

- B. **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 F (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 Quotation.

2. He is fully informed regarding the preparation and contents of the attached Quotation and of all pertinent circumstances regarding such Quotation.
3. Such Quotation is genuine and is not a collusive or false Quotation.
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 Quotation in connection with the Contract for which the attached Quotation has been submitted or to refrain from any 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 Quotation 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 _____, 2020

(Signed)

(Title)

My Commission expires _____, 2020