



American Samoa Power Authority

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



REQUEST FOR PROPOSAL (RFP)

FOR

AUNU'U SOLAR HYBRID PROJECT

PROJECT NO.	RFP NO. ASPA22.029.WTR
ISSUANCE DATE	MAY 18, 2022
CLOSING DATE	JULY 18, 2022
CLOSING TIME	2:00PM – AS Time

APPROVED FOR ISSUANCE BY:

**WALLON YOUNG F.
ASPA EXECUTIVE DIRECTOR**

NOTICE TO OFFERORS

REQUEST FOR PROPOSALS

ISSUANCE DATE:	MAY 18, 2022
RFP NO:	ASPA22.029
PROJECT DESCRIPTION:	Aunu'u Solar Hybrid Project
CLOSING DATE/TIME:	JULY 18, 2022 at 2:00PM – American Samoa time
<p>The American Samoa Power Authority invites you to submit a proposal for the supply, supervision, commissioning, maintenance and operation, and training of staff for the Aunu'u Solar Hybrid Project. The selected Offeror must provide a proposal that completely addresses a construction schedule to fulfill the scope of work provided.</p> <p>A complete RFP package may be picked up from the ASPA Procurement Office located inside the Utu Abe Malae 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):</p> <p style="text-align: center;">Renee Leotele Togafau-Matautia Procurement Manager PH: 684-699-3057 procurement@aspower.com</p>	
<p>The American Samoa Power Authority reserves the right to:</p> <ol style="list-style-type: none">1. Reject all proposals and reissue a new or amended RFP;2. Meet and/or correspond with individual Offerors at any time to gather additional information;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. Not award a contract, if it is in ASPA's best interest not to proceed with contract execution;6. Waive any non-materials violations of rules set up in this RFP at its sole discretion	

PROPOSAL INVITATION

You are hereby invited to bid for requirements of the American Samoa Power Authority

Project No.	ASPA22.029	Closing Date:	7/18/2022	Closing Time:	2:00PM
Description:	Aunu'u Hybrid Solar Project				

INSTRUCTIONS

1) This REQUEST FOR PROPOSALS 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 ASPA Tafuna Compound, or via email to procurement@aspower.com. Hard copies may also be sent to:

American Samoa Power Authority c/o Procurement
P.O BOX PPB
Pago Pago, AS 96799

3) Five (5) hard copies – One (1) Original and Four (4) Copies, and one (1) PDF of the complete proposal must be received at the ASPA Procurement Office no later than the date listed above. Hard copies will be required for proposals exceeding twenty-five (25) pages. The envelope, or box must be labeled with the Project No and Description.

4) Late submissions will not be opened or considered and will be determined as non-responsive.

5) Any and all pre-proposal questions and/or clarifications shall be submitted to the Procurement Manager.

NOTE TO OFFERORS

This RFP is subject to the attached General Terms and Conditions of **“RFP No. ASPA22.029 – Aunu’u Solar Hybrid 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 of the cost quotation. In consideration of the expense to the American Samoa Power Authority in opening, tabulating and evaluating this and other quotes, and other considerations such as the schedule, the undersigned agrees the quotation shall remain firm and irrevocable within **One Hundred Twenty (120)** calendar days from the closing date to supply any and all of the items for which prices are quoted. Offerors may be requested to extend the validity period of their Quotes, on the same terms and conditions, if the internal processes are not finalized within the validity period.

Signed: _____

Date: _____

RFP SUBMISSION CHECKLIST

All proposals should be accompanied by the following documents. Incomplete proposals will not be considered.

1. Proposal Invitation Form – Page 3
2. Proposal Transmittal Form – Attachment A
3. Bid Form – Attachment B (submitted in a separate, sealed envelope)
4. Offeror's Qualification Form – Attachment D
5. Disclosure Statements – Attachment E
6. Non-Collusion Affidavit of Prime Offeror – Attachment F
7. Bid Bond Security Form – Attachment H
8. Performance and Payment Bond – Attachment I
9. Performance Bond Form – Attachment J
10. Audited Actuals – Attachment K
11. Debarment or Suspension Certification Form – Attachment L
12. Special Reminder to Prospective Offerors – Page 6
13. 5 Hard Copies of Proposal – One (1) Original, 4 Copies, and 1 electronic (PDF preferred)

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 listed above in the RFP Submission Checklist is enclosed in the submittal envelope prior to the date and time of proposal opening.

BOND FORMS

Offeror's must review and acknowledge the Bid Bond Security Instructions (Attachment F), and submit Bid Bond Form (Attachment G) or cashier's check for 10% of the total bid amount. 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:

1. 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
2. Power of Attorney issued by the surety to the Resident General Agent
3. 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 surety.

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

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

The Bid Bond must be effective no later than the bid opening date. The Performance Bond and Payment Bond (if required) must be dated and executed effective on or after the date that a construction contract is entered into between such Offeror and ASPA. The Notice to Proceed will not be transmitted to the Contractor until all required bonds are in place. Failure to obtain required bonds within a reasonable amount of time may result in contract termination and damages recoverable by ASPA.

BUSINESS LICENSE

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.

NON-PRICED PROPOSAL

The non-priced proposal shall comply with all requirements in the Scope of Work as outlined in Attachment C of this document must follow format described under this RFP.

PRICE PROPOSAL

The Offeror shall submit a separately sealed price proposal for the proposal. Amounts shall be in US currency.

SPECIAL REMINDER FORM

This form must be completed and submitted.

PROPOSAL SECURITY BOND

Each proposal shall be accompanied by a cashier’s check of proposal bond made payable to the American Samoa Power Authority. The cashier’s check or proposal bond shall be ten percent (10%) of the total proposal amount in U.S dollars. Company or personal checks are not acceptable. If an offeror fails to submit the required proposal security with the proposal, the proposal shall be considered non-responsive and subject to rejection.

ASPA reserves the right to retain the proposal security of the remaining offerors until the successful offeror has signed and delivered the contract. Upon failure of the next lowest proposal may be at ASPA’s discretion, whereupon the above instruction and requirements will apply to the said second offeror. Proposal security in the form of a legal tender or a cashier’s check will be returned promptly after the review of all proposals, except those of the three lowest offerors which will be retained and returned within 25 days after the contract has been executed.

ACCEPTANCE

Acceptance of a proposal does not imply acceptance of its terms and conditions. ASPA reserves the option to negotiate on the final terms and conditions. ASPA additionally reserves the right to negotiate the substance of the finalists’ bid, as well as the option of accepting partial components of a bid if appropriate.

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 _____, acknowledges receipt of this special reminder to prospective offerors together with “RFP NO. ASPA22.029 Aunu’u Solar Hybrid Project” as of this date, _____ 2022.

(Signature of Offeror’s Representatives)

SIGNIFICANT DATES

Wednesday, May 18, 2022	PROPOSAL ADVERTISEMENT & ISSUANCE
Thursday, May 26, 2022	Deadline for submitting questions and/or clarifications
Friday, July 29, 2022	PROPOSAL SUBMITTAL CLOSING DATE 2:00PM – American Samoa Time <i>Late submittals will not be opened or considered and will be determined as non-responsive.</i>
Tuesday, August 30, 2022	Inform Successful Offeror/Proposal

Dates are subject to change at ASPA's discretion. Any change to the dates and times will be confirmed via an Addendum and available on ASPA's website (www.aspower.com).

**GENERAL TERMS AND CONDITIONS
FOR
AUNU'U SOLAR HYBRID PROJECT**

I. INTRODUCTION

This is a Request for Proposal (RFP) issued by the American Samoa Power Authority for the design, equipment supply, supervision and commissioning of a solar hybrid power system in the village of Aunu'u. This system will be connected to the existing power distribution network, serving the village communities of Aunu'u.

ASPA seeks proposals from qualified firms with electric utility and renewable energy experience to design, supply equipment and materials, and supervise the construction of the Aunu'u Solar Hybrid Project in the village of Aunu'u. The intent of this RFP is to select a firm who will undertake the complete project as specified in the Scope of Work.

II. PROJECT BACKGROUND INFORMATION

The primary objective of the Aunu'u Solar Hybrid Project is to establish a sustainable and functional renewable energy system in the village of Aunu'u. This renewable energy system shall be capable of providing reliable power to Aunu'u customers on a 24-hour basis, and meet residential and light commercial loads.

Project objectives are as follows:

- Design solar hybrid energy system that will reduce diesel generation by 90%
- Supply materials, equipment and supervise the installation of a 500kW PV array and 1500 kWh battery energy storage system
- Commissioning of the completed solar PV/Diesel hybrid system
- Training of the operators and technicians
- On call service and support for the first 12 months of operation after the final commissioning of the project

American Samoa is a US Territory comprised of the islands of Tutuila, the Manu'a island group, Rose Atoll, and Swains Island. Due to its geographical location, the territory experiences a high dependency on imported diesel fuel for power generation. These relatively small isolated power systems with no interconnections have high electricity tariffs. Some of the older technology-based petroleum-fueled generation facilities have relatively poor heat rates. The N-2 reliability criterion (typical for small isolated power systems) requires availability of higher spinning reserve margins leading to excessive operational costs. Increasing concerns about environmental impacts, growth in electricity demand, and oil price volatility create urgent needs for providing a path toward less oil-dependency, lower cost, and lower environmental impact, sustainable energy future for American Samoa. As an integral part of the American Samoa Renewable Energy Committee (ASREC), ASPA is committed to working towards 100% Renewable Energy for the smaller outer islands as outlined in the ASREC action plan.

The Aunu'u Island is located approximately 0.6 miles east of the main island of Tutuila. ASPA has identified a site for the proposed solar hybrid system in the village of Aunu'u. Attached in Figures 2 to 4 are aerial views and the land survey for the solar PV site.

Generation

ASPA provides utility services on the island of Aunu'u with approximately 110 customers. Power is generated by two 150-kW Caterpillar diesel generators (one serves as a backup generator). The average energy generated per year 500,000 kWh. The system peak demand is 120 kW and the average load is 90 kW.

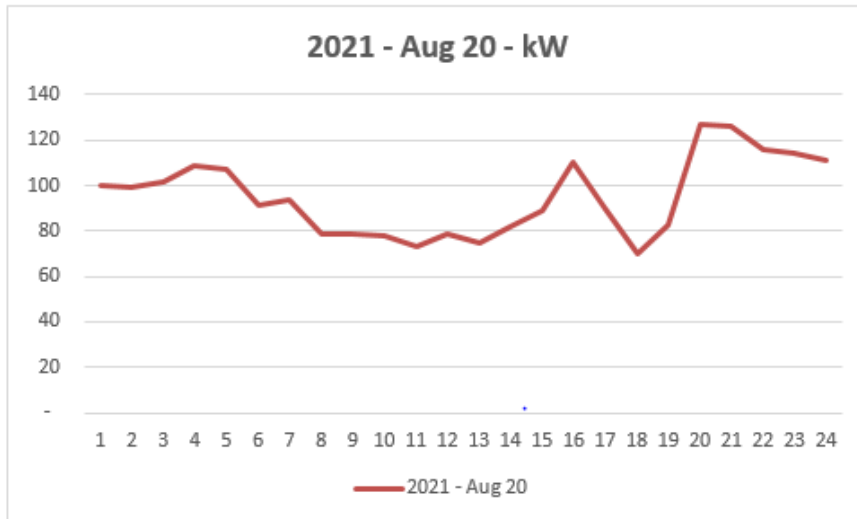
Aunu'u's October 2019 – September 2020 generation profile (kWh) is shown in **Table-1** below and the typical daily load profile in **Figure-1**.

The generators consume an average of 120 gallons of diesel per day. At \$4.71 per gallon (May 15, 2022 MAP Price), ASPA spends on average \$565 per day for diesel power generation on Aunu'u. The incorporation of renewable energy technologies and the installation of the 500 kW PV Array and 1,500 kWh BESS system, the microgrid system will generate about 95% of renewable energy for the island.

Table-1, Aunu'u Generation

October 2019 – September 2020	
Month	Aunu'u kWh
Oct-19	39,924
Nov-19	30,175
Dec-19	52,186
Jan-20	43,006
Feb-20	37,403
Mar-20	44,549
Apr-20	43,704
May-20	45,951
Jun-20	39,483
Jul-20	42,304
Aug-20	36,004
Sep-20	46,462
Total	501,151

Figure-1



Distribution

The electrical distribution system on Aunu'u operates at a nominal 13.2 kilovolts (kV). Aunu'u island load comprises an elementary school, water treatment plant, water wells, churches and residential customers. The elementary school, diesel power plant, village and water RO plant are shown in **Figure-2**. **Figure-3** shows the site where the PV system will be installed. **Figure-4** is the registered survey Drawing ASPA # 23-002-21L of the proposed site.

Figure-2, Aunu'u island view of load centers and Solar PV site



Figure-3, Aunu'u PV Hybrid System Site

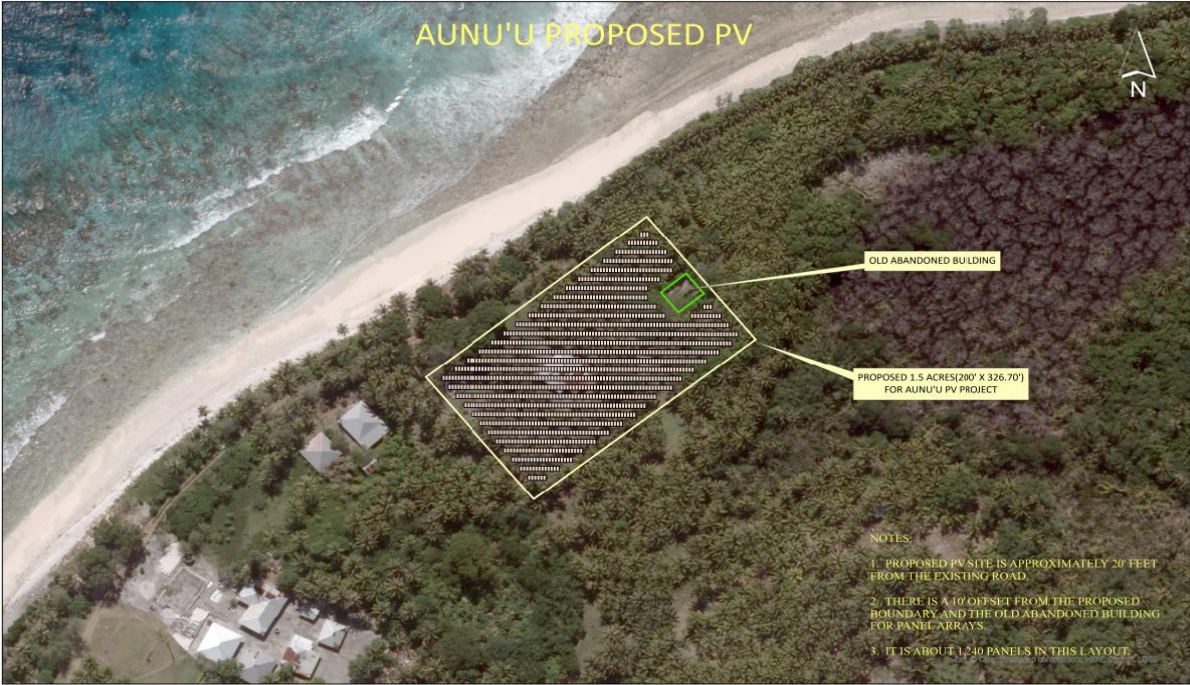
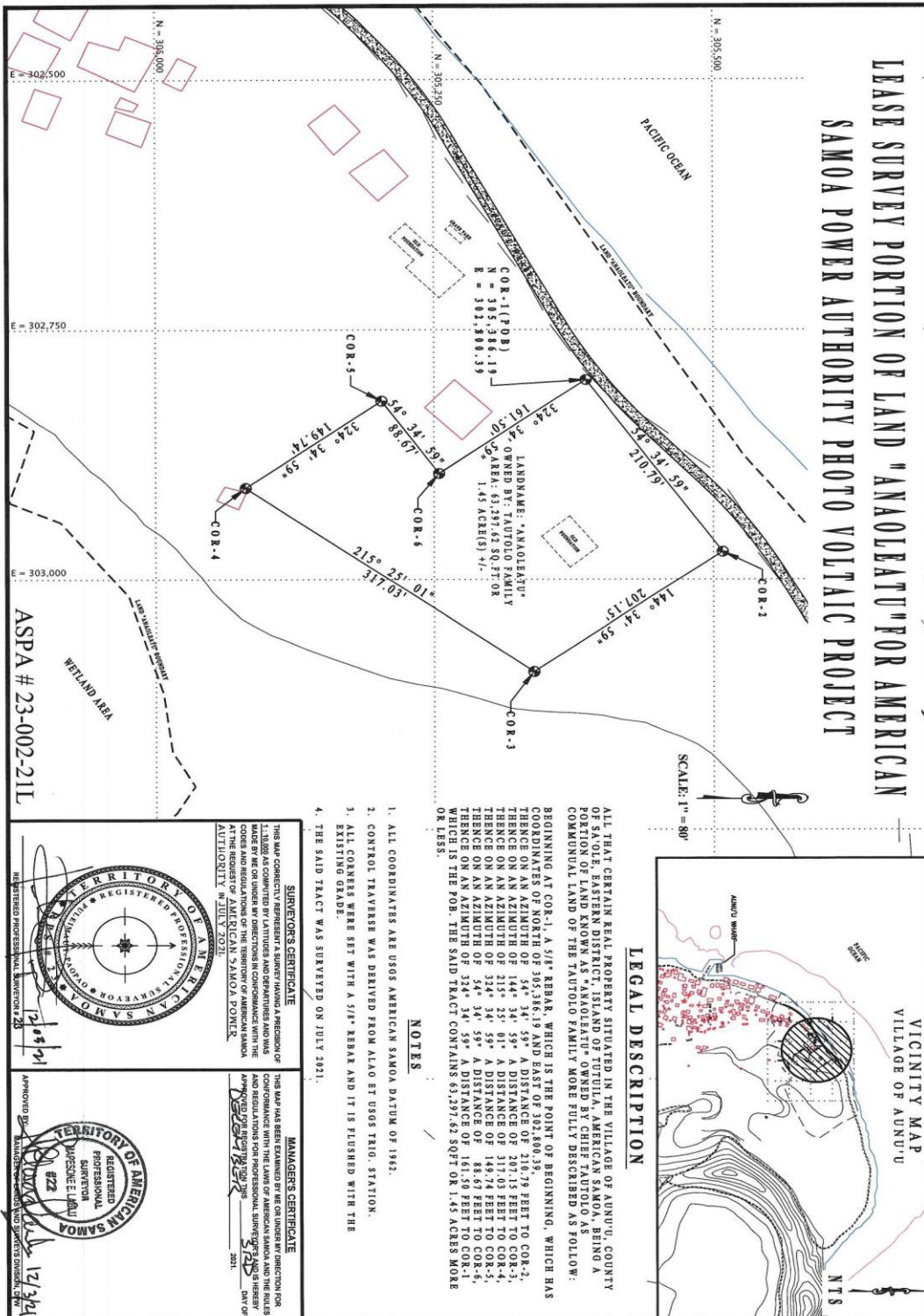


Figure-4



The intent of this RFP is to have an agreement based on the successful completion of the Scope of Work (SOW). The Offeror will review the information in the Scope of Work (SOW) and carry out their own research and assessment to reach an optimal technical solution for the hybrid project. Offerors who do not comply with the specifications of the RFP will be deemed non-responsive.

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 and Procurement Code 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 APSA Procurement Office located in Tafuna. Offerors must submit qualifications 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

Offerors must complete and submit all the requirements listed in the "RFP Submission Checklist"

VI. SINGLE POINT OF CONTACT/NO CONTACT PROVISION

From the date this solicitation is issued until selection is finalized by ASPA, Offerors are not allowed to communicate with any ASPA staff, officers or officials regarding this solicitation, except at the direction of ASPA's Chief Procurement Officer (CPO) or the designee. If unauthorized contact is made and the CPO or their designee determines the context gives the Offeror an unfair advantage, the Offeror will be disqualified from the solicitation. All inquiries pertaining to this RFP should be directed to the single point of contact listed below:

Renee Leotele Togafau-Matautia
Procurement Manager
(684) 699-3057
procurement@aspower.com

VII. CLARIFICATIONS AND ADDENDA TO THE RFP

It is incumbent upon each respondent to carefully examine this RFP. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information shall be made in writing via email through the Procurement Manager. ASPA shall not be responsible for any oral representation(s) given by any employee, representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given.

Offerors will be required to send a signed "Receipt of Addenda" to ASPA for each addendum that may be issued.

If it becomes necessary to revise or amend any part of this RFP, all addenda will be posted on ASPA's website: www.aspower.com.

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 Experience & Staff Qualifications

- This factor considers the relevant experience, knowledge, and expertise of key individuals of the construction team. Experience is a measure of whether contractors have performed work that is similar in both scope and complexity.
- A resume for each of the key personnel to be assigned detailing, as a minimum, their education, work history, and relevant experience. Resume for each key personnel should be no more than a page in length, and include relevant work experience on similar or more complex project within the last three (3) years.

B. Work Plan / Schedule

- Offeror must provide enough information to confirm that they have experience in utilizing the construction project techniques cited in similar projects. Offeror's shall submit a brief narrative which will provide an overview of how they will accomplish the project.
- Each Offeror shall submit a schedule that demonstrates their full and complete understanding of the scope, sequencing, timing, and required coordination for the project under consideration. The Offeror is to use the schedule to demonstrate their full understanding of the scope of the project and to assure the SEB that the work will be performed in a rational sequence and within the desired timeframe as stipulated in the RFP. Offeror is not to simply restate the SOW, but to explain how they will meet the requirements.

C. Past Performance

- Past Performance is a measure of how well contractors performed similar work in the past.
- Offerors shall submit a minimum of three (3) references from agencies with projects of similar nature. **Only references of the prime contractor shall be considered, or references from project teams that have completed at least three (3) projects together.** References other than those provided by the Offeror may be contacted and used in the evaluation.

D. Financial Ability

- The financial ability is used to analyze the Offeror's financial position and determine the level of risk that it would represent to ASPA.
- Can the Offeror cope financially with this size of contract? Does the Offeror have the resources to carry out the work?
- If the Offeror is a joint venture, the financial information required by ASPA must be provided by each member of the joint venture

- Offeror must provide audited, or unaudited financial statements prepared by the Offeror’s outside accounting firm for the last three fiscal years
- E. Subcontractors
- Offeror’s shall provide letters of intent from each of the sub-contractors and a clear description of the services proposed including any limitations
 - ASPA has the right of reasonable rejection and/or approval of staff or subcontractors assigned to the project by the offeror. The staff named in the proposal shall remain assigned to the project throughout the period of the contract. If ASPA rejects staff or sub-contractors, the offeror must provide replacement staff or sub-contractor satisfactory to ASPA in a timely manner and at no additional cost to ASPA.

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 consideration of the proposals.

IX. CONTRACT AND PAYMENT TERM

The term for this contract is **18 months**.

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. ASPA will retain the sole option to renew or extend the contract after its initial term.

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

The successful Offeror will provide services to ASPA under a combination of Firm-Fixed Price and Unit Price, itemized contract agreement.

The successful Offeror shall be an independent contractor and not an agent or employee of the American Samoa Power Authority. 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.

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.

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. ASPA'S OPTION TO AWARD

While ASPA has every intention to award a contract resulting from this RFP, issuance of the RFP in no way constitutes a commitment by ASPA to award and execute a contract. Upon a determination such actions would be in its best interest, ASPA, in its sole discretion, reserves the right to:

- Cancel or terminate this RFP;
- Reject any or all proposal received in response to this RFP;
- Meet and/or correspond with individual vendors at any time to gather additional information;
- Not award a contract, if it is in ASPA's best interest not to proceed with contract execution;
- If awarded, terminate any contract if ASPA determines adequate funds are not available

XII. BASIS FOR SELECTION

Proposals will be reviewed by a Source Evaluation Board (SEB) and scored against the stated criteria. The SEB may review references, request interviews/presentation, etc... These discussions shall only be conducted for the purpose of obtaining clarification from the Offeror on its proposal, and do not in any way commit ASPA to a contract. Discussions shall be conducted individually with each offeror and care shall be exercised to ensure that no information derived from competing Offeror's proposal is disclosed. The resulting information will be used to the score the proposals. The SEB's scoring will be tabulated and proposals ranked based on the numerical scores received.

All Offerors with whom discussions are conducted shall be afforded 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.

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

ASPA intends to award this solicitation to the Offeror who has achieved the highest total responsive and responsible score as defined herein based on the Priced and Non-Priced Proposals. ASPA reserves the right to waive any technicality in any proposal and to award the Contract in the best interest of ASPA. ASPA also reserves the right at its sole discretion to reject any and all proposals which do not meet the minimum technical (non-priced) criteria as defined in the RFP and in the opinion of ASPA and the SEB, regardless of pricing provided. **In order to be technically acceptable, the Offeror must achieve a minimum of 42 points for their non-priced proposal.** Offerors who do not receive the minimum acceptable score for their non-priced proposal will not be further evaluated. Proposals will be scored using the following criteria:

CRITERIA	WEIGHT
1. PRICE	0-60
NON-PRICED PROPOSAL	
2. TECHNICAL	0-20
3. EXPERIENCE	0-10
4. WARRANTY	0-5
5. SCHEDULE	0-5

The SEB recommendation, as well as the individual evaluation and identities of the SEB members will remain confidential.

Under the Technical Criteria, added consideration may be given to proposals that recognize hazmat issues involving conventional battery storage and maintenance challenges in remote locations.

XIV. COST PROPOSAL AND HOW IT WILL BE SCORED

The Offeror, who has achieved the minimum required points for the non-priced proposal, with the lowest cost proposal will be given the maximum points for price. The points for all other proposals who have also achieved the minimum required points for the non-priced proposal will be computed by the following formula:

$$\frac{\text{Lowest Cost Submitted}}{[\text{Other}] \text{ Proposers Cost}} \times 60 = \text{Final Price Score}$$

XV. MULTIPLE PROPOSALS - COLLUSION

If more than one Proposal is submitted by any one party or in the name of its clerk, partner or other person, all Proposals submitted by said party may be rejected by ASPA. If requested by ASPA to do so, an Offeror may submit an alternate proposal.

If ASPA believes that collusion exists amongst any Offerors, the participants in such collusion will be disqualified from contract award consideration.

Proposals in which the proposed costs and fees are unreasonably high, or unrealistically low may be rejected at ASPA's sole discretion.

XVI. ASSIGNMENT

The selected Offeror may not reassign any award made as the result of this RFP, without prior written consent from ASPA.

XVII. INCURRED COSTS

Those submitting proposals do so entirely at their expense. There is no expressed or implied obligation by ASPA to reimburse any individual or firm for any costs incurred in preparing or submitting proposals, for providing additional information when requested by ASPA or for participating in any selection demonstrations or interviews, including contract negotiations.

XVIII. PROPOSAL RESULTS

All proposals received shall be considered confidential and not available for public review without consent of its owner. All proposals shall be subject to negotiations prior to the award of a contract. A list of respondents to the RFP will be posted on ASPA's website once an award has been made and accepted.

XIX. BUSINESS LICENSE

An Offeror from elsewhere, other than American Samoa, must 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.

Offerors based in American Samoa shall possess a currently valid American Samoa business license prior to the execution of this contract.

XX. 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).

XXI. USE OF SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE & 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:

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

XXII. OFFEROR'S UNDERSTANDING

Each Offeror must inform itself of the conditions relating to the execution of the work. The Offeror will make itself thoroughly familiar with all the Contract documents prior to execution of the Agreement.

Each Offeror shall inform itself of, and the Offeror awarded the Contract shall comply with, federal and territorial statutes 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.

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.

ATTACHMENT A – PROPOSAL TRANSMITTAL FORM

Date:

AMERICAN SAMOA POWER AUTHORITY

To Whom It May Concern:

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. ASPA22.029

AUNU’U SOLAR HYBRID PROJECT

In accordance with the Scope of Work, 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 the RFP Submission Checklist to ensure that all these documents have been submitted with your proposal).

Signed Seal

Date

ATTACHMENT B – BID FORM

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

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

TITLE: Aunu'u Solar Hybrid Project

RFP #: _____

BIDDER: _____

DATE: _____, 2022.

The undersigned, (hereafter called an "Offeror") hereby proposes and agrees to furnish all the necessary information to above quote in accordance with the Scope of Work, and other procurement requirements specified in these documents for the prices stated in the itemized PROPOSAL COST 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 quote form attached hereto.

Please see the next page for SCOPE OF WORK specifications and to submit line item quote prices.

Total Bid: _____ \$ _____
(Amount in Words)

IN WITNESS THEREOF, the undersigned has caused this instrument to be executed by its duly authorized officers on this day of _____, 2022.

BIDDER:
By: _____
Name: _____
Title: _____

ATTACHMENT C – SEPARATE ATTACHMENTS

TECHNICAL PROPOSAL AND SCOPE OF WORK

TECHNICAL PROPOSAL REQUIREMENTS

The Technical Proposal must provide the following information:

1. The Technical Proposal shall describe, in detail, the technology, components of the technology, and how the Aunu'u hybrid system would be operated and maintained.
2. The Technical Proposal shall include a project plan that lists, describes, and delineates the specific tasks and schedule of work, which will be undertaken to achieve the goals and objectives of the Solar Hybrid system.
3. Energy storage system and dispatch strategy must be described and designed to allow for 'diesel off' operation.
4. All proposed technologies must meet current industry standards.
5. The Respondent must demonstrate at least three years of operation for the given technology model.
6. The project must utilize proven and bankable generation technologies.
7. The Solar Hybrid system must meet all appropriate permitting of the U.S. Environmental Protection Agency.
8. The main AC switchboard in the generation facility shall include a master power meter that monitors and records all power output to the grid.
9. Commission the system. Follow IEC 62446 Grid connected photovoltaic systems - Minimum requirements for system documentation, commissioning tests and inspection. All inspections and tests, to verify documented contract assumptions, to establish work accomplishment, or to certify performance attainment shall be witnessed by the Owner. Unless otherwise identified, manufacturer recommendations shall be followed for all inspection and test procedures. Tests shall include a commissioning of the array with individual string voltage, current, and solar irradiance measured in the plane of the array and recorded. Conduct and record I-V curve trace of all strings compared to panel manufacture data. Commissioning shall be performed for the entire PV system. This data shall be used to confirm proper performance of the PV system. Inspections/tests shall result in a written record of data/observations. The Offeror shall provide two (2) copies of documents containing all test reports/findings. Test results shall typically include: item/system tested, location, date of test, test parameters/measured data, state of construction completion, operating mode, Offeror Inspector/Owner witness, test equipment description and measurement technique.
10. Training of ASPA personnel in the operation, troubleshooting and maintenance of the plant.
11. Provide 12 months service and technical support after final commissioning the project.

SCOPE OF WORK

ASPA is committed to working toward 100% Renewable Energy on the island of Aunu'u as outlined in the ASREC Action Plan. This RFP is intended for the Aunu'u Island and the project is referred to as the "Aunu'u Solar Hybrid System".

This Scope of Work offers proposal options described in the following two sections:

Section 1- Aunu'u Solar Hybrid System Design and Installation of PV System

This section involves proposals and quotations for:

- The design and supply of the Solar Hybrid System which include 500 kW of Solar PV Array, 1,500 kWh of Battery Energy Storage System (BESS) and two new 150 kW diesel generators (the new generators will be supplied by ASPA)
- The installation and construction supervision of Aunu'u solar hybrid system as specified below.

The first part this section's request is the solar hybrid power system design and system controls. The hybrid power system shall be designed to achieve at least a 90% reduction in diesel generator run time. ASPA requires that this system be designed in a modular fashion for future incorporation of additional storage capacity and/or additional Solar PVs required.

The solar hybrid system design shall incorporate and include:

- Existing electric distributions system
- Two new 150 kW diesels [to be supplied/ installed by ASPA]
- 500 kW PV Array.
- 1,500 kWh of Battery Energy Storage System
- Inverters and switches
- Transformers
- Specification of all hardware and software control components
- Battery storage shall be Lithium-Ion or better. Battery storage shall be designed for a minimum 10 year life and capacity de-rated to expected storage capacity at 10 years of age
- Real time monitoring of all power generation and energy storage components of the Aunu'u PV Hybrid System from the Aunu'u power plant, with an extra node at the Tafuna Power Plant on Tutuila island. ASPA currently utilizes the Drakers Laboratory monitoring system to monitor its existing PV system. Offerors shall provide an equivalent or better monitoring system. The monitoring system provided must monitor the output of each PV inverter and other power generation sources
- The PV/BESS Hybrid System must be monitored and remotely from Aunu'u and Tutuila Power plants
- The Offeror shall design protection systems and isolation breakers that will enable maintenance and repair of each power generation source
- The Offeror shall provide a single line schematic diagram for the hybrid power system that contains the system details.
- Accurate metering of each power generation source output power to monitor and maintain the equipment in proper working order

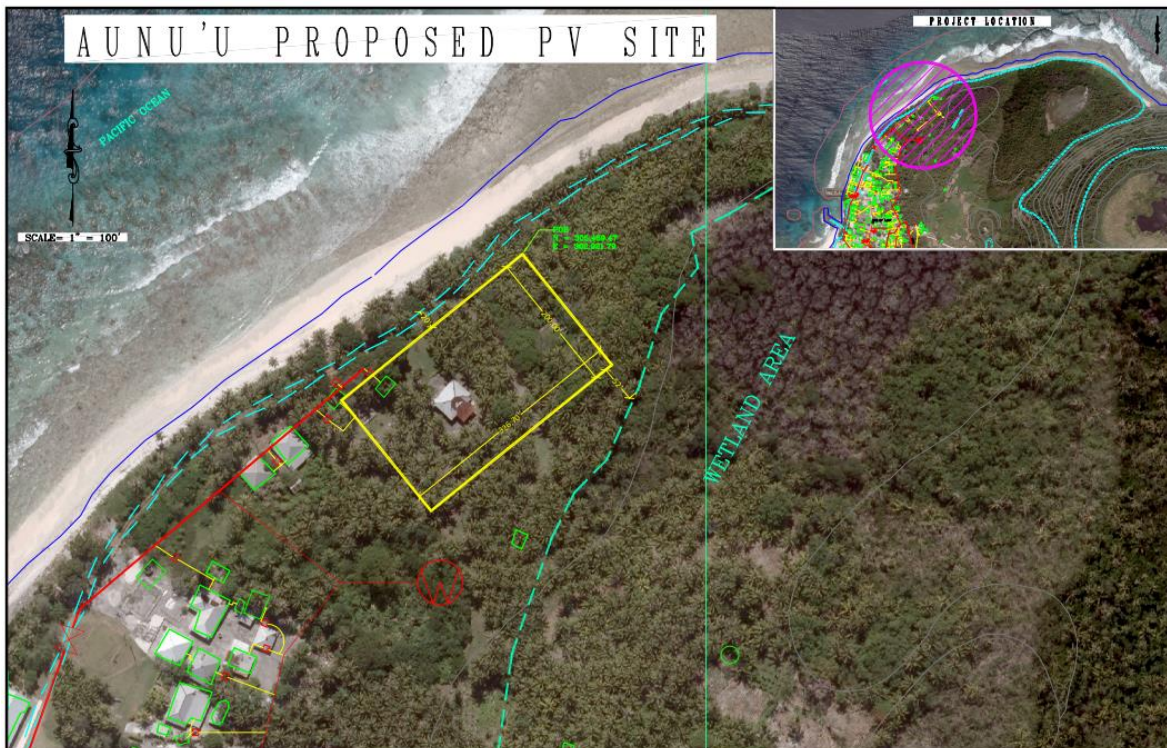
- Controllers to automatically start and stop diesel generating sets based on the Battery Storage SOC and or renewable generation production
- A plant level controller to provide the following control functions:
 - Dynamic voltage and/or power factor regulation of the variable generation renewable plant at the point of interconnection (POI)
 - Controlled real power output curtailment of the variable generation renewable plant when required so that it does not exceed an operator-specified limit
 - Possibility to operate at desired active power set point, and provide a headroom for up regulation if necessary (curtailed operation with a capability to provide fast spinning reserve)
 - Ramp rate control to ensure the plant output does ramp up faster than a specified ramp-rate limit
 - Frequency control to lower or increase plant output in case of over frequency or under frequency situation according to programmed frequency droop (droop, dead bands and upper/lower limits must be controllable by ASPA)
 - Start-up and shut-down control in accordance to pre-programmed steps or smooth up and down ramps
 - Blackstart/grid forming capability
 - Low and high voltage and frequency ride-through capability. Capability to be connected into the island's future energy management system for coordinated load-frequency and voltage control of a hybrid system including the diesel generation, variable generation renewable plant(s) and future energy storage
- Offeror must demonstrate that their system design and control/integration strategy will achieve at least a 90% reduction in generator run time
- Commissioning plan that will confirm system will operate as specified.

The second part of this section's request is the installation of a 500 kW PV Array and Battery Energy Storage Systems.

ASPA has identified a site for the proposed PV system to be installed in a stretch of land adjacent to the Aunu'u village. Refer to Figure 3 for an aerial view of the site. The proposed project site for the installation of a Solar PV system was selected due to the following criteria:

- Flat land area – 1.5 acres
- Has maximum exposure to the sun.
- Close proximity to ASPA's 3-phase distribution lines

Figure- 3 ASPA Identified Site for Solar PV Installation



The Solar PV System will include (but not be limited to) the following equipment and materials to be installed on the proposed site:

1. Corrosion resistant racking
2. Miscellaneous structural hardware
3. PV Modules & clamps
4. Battery Energy Storage System
5. Inverter Modules
6. Fused DC Combiner Boxes
7. AC Disconnect Switches, DC Disconnect Switches, and Combiner boxes
8. Distribution Transformers for 13.2 kV output
9. Monitoring Equipment
10. Power and Energy Meter
11. Wiring, conduit, ground rods, and junction boxes (as specified in SOW)

ASPA will be responsible for:

- a) The installation all hardware based on Offeror's system design and specification
- b) Site preparation, and local permitting
- c) Construction and installation labor
- d) Supply all material including wire, conduit, equipment and labor to connect the plant to the grid.
- e) S h i p m e n t o f all materials and equipment from Pago Pago to Aunu'u.
- f) All required permits, both federal and local, necessary for the completion of the project

The Offeror Shall be responsible for:

- a) Design of the Solar PV and BESS system, which will conform to all the requirements specified in the above section
- b) Procurement, supply and shipping of all Solar PV and BESS system components to Pago Pago, American Samoa..
- c) Procurement of all software, controls and SCADA hardware
- d) The successful Offeror shall present to the ASPA a set of construction drawing and schematics of the proposed system for review and approval prior to any construction and installation work.
- e) The PV and BESS system shall be designed to withstand the ocean and salt spray environment for the design project life of 25 years. The Offeror shall specifically describe how all PV system components will resist corrosion, operate under these environmental conditions, and the term of the warranty for the system, including all components provided for this project.
- f) The Offeror shall also describe the maintenance requirements for the PV and BESS system proposed
- g) The Offeror shall provide drawings, schematics and manuals for the PV and BESS System
- h) Inverters, plant level controller, breakers, transformers, sensors, fittings, specialized wire and conduit, and other items as specified in Offeror's hybrid design.
 - i. Inverters for the 500KW Solar PV Array shall be a minimum of 167 kW nameplate capacity and shall be UL 1741 approved
 - ii. System shall use a minimum of 2 transformers with an efficiency of greater than 97%. Transformers shall be housed in a NEMA 3R enclosure
- i) Training of ASPA personnel in the operation, troubleshooting and maintenance of PV installation.
- j) Real Time monitoring of all components of the Aunu'u PV System from the Aunu'u power plant, with an extra node at the Tafuna Power Plant on Tutuila Island. ASPA currently utilizes the Drakers Laboratory monitoring system to monitor its existing PV system. Offerors shall provide an equivalent or better monitoring system. The monitoring system provided must monitor the output of each PV inverter
- k) The PV Hybrid System must be monitored from Aunu'u power plant and remotely from the Tutuila Power plant.
- l) The Offeror shall provide the design, specifications and installation for the base foundation requirements on which the PV Mounting Frames for the PV System Panels will be mounted. The Base Foundation and Mounting Hardness, PV Mounting Frames, and overall PV and BESS System installation shall be designed to withstand winds of up to 150 miles per hour (ASCE Part 7) with up lifting force.
- m) The Offeror shall propose and/or describe the enclosure requirements for the
- n) Converter/Inverter, control system devices, and monitoring systems
- o) PV mounting shall be design such that PV modules will be installed for maximum power output
- p) The PV system must be designed to fit within the dimensions specified in Figure 3.
- q) The Offeror shall provide protection systems and isolation breakers or fuses that will enable maintenance and repair of each PV System string
- r) Accurate metering and DC and AC power monitoring shall be provided

- s) The Offeror shall propose a Project Timeline for the period of the Project from award of Contract to final Commissioning and Training
- t) All work shall comply with NEC and/or local code requirements. All products that are listed, tested, identified, or labeled by UL, FM, ETL, or other Testing Organization shall be used when available. Non-listed products are only permitted when listing does not exist. Disconnects and switches shall be DC rated when used in DC applications
- u) On call service and support for the first 12 months of operation after successful project commissioning.
- a) The final contract will include performance guarantees based on the successful Offeror's proposal.

ATTACHMENT D – OFFEROR’S QUALIFICATION FORM

1. NAME OF ORGANIZATION					
2. BUSINESS ADDRESS					
3. TELEPHONE					
-EMAIL ADDRESS					
-FAX NUMBER					
-TAX IDENTIFICATION NUMBER					
4. PRIMARY & SECONDARY CONTACT PERSON					
5. TYPE OF BUSINESS (Please check one)	<table border="0"> <tr> <td>Corporation</td> <td>Partnership</td> </tr> <tr> <td>Proprietorship</td> <td>Joint Venture</td> </tr> </table>	Corporation	Partnership	Proprietorship	Joint Venture
Corporation	Partnership				
Proprietorship	Joint Venture				
<p><i>Note: For Corporations – Articles of Incorporation Certification must be on record with the Treasurer of American Sāmoa. 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.</i></p>					
6. PLACE OF ORGANIZATION OR STATE OF INCORPORATION					
7. OWNER’S NAMES & ADDRESSES (IF NOT A CORPORATION)					

<p>8. FOR CORPORATIONS: Names & Addresses of Directors, Officers, and Stockholders with 20% or greater interest in the company</p>	
<p>9. US STATES & TERRITORIES WHERE COMPANY IS REGISTERED AS A FOREIGN CORPORATION</p>	
<p>10. List all projects of similar scope and extent to 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.</p>	
<p>-Location and Date of Project</p>	
<p>-Nature and Scope of Contract (provide brief description)</p>	
<p>-Name and Address of awarding agency or owner for which work was performed</p>	
<p>-Name, Address and Phone Number of contact Person for the agency</p>	
<p>-Contract Amount</p>	
<p>-Start and End Date</p>	
<p>-Date of Completion</p>	

-Was project completed within schedule and Budget? If not, why?	
-If project was not completed, please explain Why	
-Was contract performed under joint venture, if so, with whom and under what arrangement?	
11. List the names of supervisory personnel to be employed on the work under this contract, including the qualifications and experience record for each. Personnel resumes may be included with the Offeror's proposal submittal.	
-Name / Position	
-Qualifications/Experience	
12. List the names and addresses of at least three (3) references from agencies with projects of similar Nature. Each reference shall contain: (1) Client name and contact information; (2) project description; and (3) role of key project team members. Only references of the prime offeror shall be considered, or references from project teams that have completed at least three (3) projects together.	
Reference # 1	
Reference # 2	
Reference # 3	

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
(Name of Company)

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 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 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 _____, 20__

(Signed)

(Title)

My Commission expires _____, 20__

ATTACHMENT G – 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 H – 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. ASPA22.029 AUNU’U SOLAR HYBRID PROJECT

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 _____ 20__.

Principal: _____ Surety: _____

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.

TERRITORY OF AMERICAN SAMOA

COUNTY OF _____

This instrument was acknowledged before this _____ day of _____, 20__, by

(Name of signer)

Personally Known

Produced Identification

(Signature Notary)

(Seal)

Type of ID: _____

ATTACHMENT I – PERFORMANCE AND PAYMENT BOND

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). 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 but less than or equal to \$5,000,000

Tier 2: The contractor shall provide 100% performance and payment bond by a company licensed in American Sāmoa or the United States for contracts greater than \$5,000,000 and a 10% retainage fee.

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 Sāmoa Power Authority.

RESPECTFULLY SUBMITTED BY:

(OFFEROR SIGNATURE)

(BY)

(TITLE)

(BUSINESS ADDRESS)

ATTACHMENT J – PERFORMANCE BOND FORM

No. _____

KNOW ALL MEN BY THESE PRESENTS

That _____
(Full name and address or legal title of Contractor)

as Principal, hereinafter called Contractor, and _____
(Surety name & complete address including Zip Code)

a corporation organized and existing under in the laws of the Territory of American Sāmoa, with its principal office in the City/Village of _____

as Surety, hereinafter called Surety, are held firmly bound unto _____
(Owner name, complete address + Zip Code and legal title) as

Obligee, hereinafter called Owner, in the amount of _____ Dollars (_____), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____ entered into a contract the American Sāmoa Power Authority for _____

(Project name and Project number)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contractor.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract then the obligation shall be null and void, otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension provided the same be within the scope of the contract. Whenever Contractor shall be and is declared by the American Samoa Power Authority to be in default under the Contract, the American Samoa Power Authority having performed territorial obligations thereunder, the Surety may promptly remedy the default or shall promptly:

1. Complete the Contract in accordance with its terms and conditions; and
2. Shall save the Owner harmless from any claims, judgments or liens arising from the Surety's failure to remedy the default or to complete the contract in accordance with the terms and conditions in a timely manner; or
3. Obtain an offer or offers for completing Contract in accordance with its terms and conditions, and upon determination by the American Samoa Power Authority and the Surety jointly of the lowest responsive, responsible Offeror, arrange for a contract between such Offeror and the

American Samoa Power Authority, and make available as work progresses (even though there should be a default under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract prices; but not exceeding, including other cost and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The terms balance of the contract price, as use in this paragraph shall mean the total amount payable by the American Samoa Power Authority to Contractor under the Contract and any amendments thereto, less the amount properly paid by the American Samoa Power Authority to Contractor.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the American Samoa Power Authority or successors of the American Samoa Power Authority.

[Signature Page Follows]

Signed and sealed this ____ day _____ of 20____.

(PRINCIPAL) SEAL

(WITNESS)

(TITLE)

(MAJOR OFFICER OF SURETY)

(MAJOR OFFICER OF SURETY)

(MAJOR OFFICER OF SURETY)

(MAJOR OFFICER OF SURETY)

(RESIDENT GENERAL AGENT)

ATTACHMENT K – AUDITED ACTUALS

AUDITED ACTUALS FOR PREVIOUS THREE (3) YEARS

We have verified the Audited Financial Statements and other relevant records of _____ (Name of the Offeror) and certify the following:

A. AUDITED ANNUAL TURNOVER OF LAST 3 YEARS

YEAR	AMOUNT (USD)
YEAR 1: 2020-2021	
YEAR 2: 2019-2020	
YEAR 3: 2018-2019	

B.. WORKING CAPITAL AS PER LAST AUDITED FINANCIAL STATEMENT

DESCRIPTION	AMOUNT (USD)
1. CURRENT ASSETS	
2. CURRENT LIABILITIES	
3. WORKING CAPITAL (CURRENT ASSETS- CURRENT LIABILITIES)	

C. ADDITIONAL INFORMATION

DESCRIPTION	AMOUNT (USD)
TOAL DEBT (INCLUDING CURRENT LIABILITIES/TOTAL EQUITY (INCLUDING PREFERRED CAPITAL)	

INSTRUCTIONS:

1. Offeror shall provide the audited financial statements as required for this Tender.
Failure to do so would result in the Proposal being considered as non-responsive.
2. For the purpose of this document:
 - a) Annual Turnover shall be “Sale Value / Operating Income”
 - b) Working Capital shall be “Current Assets less Current Liabilities”
3. This certificate is to be submitted on the letter head of a Certified Public Accountant

ATTACHMENT L – DEBARMENT OR SUSPENSION CERTIFICATION FORM

By submitting this offer and signing this certificate, the bidder certifies that company and principals:

1. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency
2. Have not, within a three-year period, preceding this bid has been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction of contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification;
4. Have not, within a three-year period, preceding this bid had one or more public transactions (Federal, State or Local) terminated for cause or default; and
5. Are not presently listed on the Federal Government Terrorism Watch List as described in Executive Order 13224.

The inability of a bidder to provide the certification required will not necessarily result in denial of participation in this covered transaction. The bidder shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with ASPA's determination whether to enter into this transaction. However, failure of the bidder to furnish a certification or an explanation shall be reason for disqualification from participation in this transaction. The bidder shall provide immediate written notice to ASPA if at any time the bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstance.

Bidder's Name:			
Bidder's Address:			
Bidder's Telephone & Email Address:			
Authorized Company Official's Name (Printed:			
Signature of Company Official:			
EIN:		DUNS #:	