



**American Samoa Power Authority**

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



**REQUEST FOR PROPOSAL (RFP)**

**FOR**

**FOGAGOGO UV BYPASS SYSTEM STUDY**

|               |                           |
|---------------|---------------------------|
| PROJECT NO.   | ASPA24.009                |
| ISSUANCE DATE | <b>AUGUST 22, 2024</b>    |
| CLOSING DATE  | <b>SEPTEMBER 23, 2024</b> |
| CLOSING TIME  | <b>2:00PM – AS Time</b>   |

**APPROVED FOR ISSUANCE BY:**

**WALLON YOUNG F.  
ASPA EXECUTIVE DIRECTOR**

NOTICE TO OFFERORS

REQUEST FOR PROPOSALS

|                      |  |
|----------------------|--|
| ISSUANCE DATE:       | AUGUST 22, 2024                                    |
| RFP NO:              | ASPA24.009   |
| PROJECT DESCRIPTION: | FOGAGOGO UV BYPASS SYSTEM STUDY                    |
| CLOSING DATE/TIME:   | SEPTEMBER 23, 2024 at 2:00PM – American Samoa time |

The American Samoa Power Authority invites proposals from qualified proponents interested in providing a Fogagogo UV Bypass System Design. This project is fully funded by the United States Environmental Protection Agency. The selected Offeror must provide a proposal that completely addresses all of the requirements stated in the scope of work provided.

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](http://www.aspower.com). For more information about this RFP, please contact the following person(s):

Renee Leotele Togafau  
Procurement Manager  
PH: 684-699-3057  
[procurement@aspower.com](mailto:procurement@aspower.com)

The American Samoa Power Authority reserves the right to:

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**

|                     |                                 |                      |                    |                      |        |
|---------------------|---------------------------------|----------------------|--------------------|----------------------|--------|
| <b>Project No.</b>  | ASPA24.009                      | <b>Closing Date:</b> | SEPTEMBER 23, 2024 | <b>Closing Time:</b> | 2:00PM |
| <b>Description:</b> | FOGAGOGO UV BYPASS SYSTEM STUDY |                      |                    |                      |        |

**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](mailto: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. ASPA24.009 – FOGAGOGO UV BYPASS SYSTEM STUDY”**

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. If they are not available or not applicable, note as such. **Incomplete proposals will not be considered.**

1.  Proposal Invitation Form – Page 3
2.  Proposal Transmittal Form – Attachment A
3.  Scope of Work – Attachment B
4.  Bid Form – Attachment C (submitted in a separate, sealed envelope)
5.  Offeror's Qualification Form – Attachment D
6.  Disclosure Statements – Attachment E
7.  Non-Collusion Affidavit of Prime Offeror – Attachment F
8.  ~~Bid Bond Security Instruction – Attachment G~~
9.  ~~Bid Bond Security Form – Attachment H~~
10.  Audited Actuals – Attachment I
11.  Debarment or Suspension Certification Form – Attachment J
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 B 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.

**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. ASPA24.009 – FOGAGOGO UV BYPASS SYSTEM STUDY" as of this date, \_\_\_\_\_ 2024.

\_\_\_\_\_  
(Signature of Offeror's Representative)

**GENERAL TERMS AND CONDITIONS  
FOR  
FOGAGOGO UV BYPASS SYSTEM STUDY**

**I. INTRODUCTION**

The American Samoa Power Authority owns and operates two wastewater treatment plant (WWTP). The collection system includes over 57 miles of sewer mains, 1,500 manholes, and twenty lift stations. Each WWTP includes head-works bar screens, pumps, clarifiers, a UV disinfection reactor and ocean diffuser.

**II. PROJECT BACKGROUND INFORMATION**

This project will consider the study of a UV bypass system to allow for the cleaning on the current UV system. The current option being utilized is to discharge the primary effluent into the outfall and from there into the ocean. To avoid such action, this project will look at the option of a bypass system that can work while the existing is being cleaned. This project will focus on a study that will provide direction for a proper and efficient UV By-Pass System that will for the current system and consider future growth as well.

The intent of this RFP is to have an agreement based on the successful completion of the Scope of Work (SOW). The project will commence once a contract has been signed and will run for approximately 180 calendar days.

**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  
Procurement Manager  
(684) 699-3057  
[procurement@aspower.com](mailto: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](http://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. Information provided will be used to further evaluate each proposal.

### A. Firm Experience & Staff Qualifications

- This factor considers the relevant experience, knowledge, and expertise of key individuals of the primary offeror. 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.



- Responsibility matrix should be included, listing the role of each person as it relates to the project
- B. Work Plan / Schedule
- Offeror must provide enough information to confirm that they have experience as to what is called for in the scope of work. 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. 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 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.

|                                      |
|--------------------------------------|
| <b>IX. CONTRACT AND PAYMENT TERM</b> |
|--------------------------------------|

The contract term shall be initiated by the issuance of a Notice to Proceed by ASPA at which time a contract completion date will be established. 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. Pay applications are for periods of work which have been completed and/or milestones accomplished.

|                            |
|----------------------------|
| <b>X. TYPE OF CONTRACT</b> |
|----------------------------|

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. Proposals will be scored using the following criteria:

| CRITERIA                                       | WEIGHT |
|--|--------|
| 1. PRICE                                       | 40     |
| NON-PRICED PROPOSAL                            |        |
| 2. EXPERIENCE & QUALIFICATIONS OF PROJECT TEAM | 20     |
| 3. PROPOSED WORK PLAN                          | 20     |
| 4. PAST PERFORMANCE                            | 10     |
| 5. UNDERSTANDING OF PROJECT OBJECTIVES         | 5      |
| 6. SCHEDULE/TIMETABLE                          | 5      |

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

**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:

$$\frac{\text{Lowest Cost Submitted}}{[\text{Other}] \text{ Proposers Cost}} \times 40 = \text{Final Price Score}$$

**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.

## XXIII. INSURANCE REQUIREMENTS

The awarded contractor shall carry at its sole expense and provide evidence of insurance coverage listed below to protect itself and ASPA from and against liability, loss, damage, expense, cost (including without limitation to litigation and courts costs and attorneys’ fees) arising out of or in connection with the performance of any work performed in accordance with the specifications of any related documents, whether such work is performed by the contractor or any subcontractor or by anyone directly employed by any of them or by anyone for whose acts any of them may be liable. Coverage must be written with insurance companies licensed in American Samoa.

- **Professional Liability** - \$2,000,000.00 each occurrence.
- **Coverage** – ASPA shall be named as an additional insured. Certificates of insurance shall be presented to ASPA for approval before the successful contractor, its agents and/or employees commence any work whatsoever pursuant to the contract.

**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. ASPA24.009**

**FOGAGOGO UV BYPASS SYSTEM STUDY**

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 – SCOPE OF WORK & OTHERS

The following are attached separately and should be read in conjunction with the Scope of Work:

1. Attachment B1 – Tafuna Plant Flow Data (January 2022 – September 2023)
2. Attachment B2 – Tafuna WWTP Flow 2022
3. Attachment B3 – Tafuna WWTP Flow Data (January 2023 – September 2023)
4. Attachment B4 – Flow Data (January 2022 – September 2023)
5. Attachment B5 – Bypass Plan

**ATTACHMENT C – BID FORM**

TO: American Samoa Power Authority, Attn: Procurement Manager  
 RFP: ASPA24.009  
 Title: Fogagogo UV Bypass System Design

The undersigned, in compliance with this Request for Proposal for the Fogagogo UV Bypass System Design, having examined the scope of work and being familiar with all the conditions surrounding the proposed project, having conducted all inquiries, tests, and investigations deemed necessary and proper; hereby proposes to furnish all labor, permits, material, machinery, tools, supplies, equipment and incidentals, and to perform all work required for the project in strict accordance with the request for proposal and scope of work within the time indicated for the prices listed below:

| FOGAGOGO UV BYPASS SYSTEM STUDY |   |      |             |
|---------------------------------|---|------|-------------|
| #                               | DESCRIPTION                                       | QTY. | TOTAL PRICE |
| 1.                              | Mobilization/Demobilization (max 5% of total bid) | 1    |             |
| 2.                              | UV Bypass System (entire SOW Completed)           | 1    |             |
| Additive Item                   |   |      |             |
| 3.                              | Hourly Rates                                      |      |             |
| TOTAL BID COST                  |   |      |             |

Total Bid: \_\_\_\_\_

Amount in Words: \_\_\_\_\_

Bidder: \_\_\_\_\_

Signature: \_\_\_\_\_

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



**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<br>(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)  |  |             |             |                |               |

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

|   |  |
|---|--|
| -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. ASPA24.009 FOGAGOGO UV BYPASS SYSTEM DESIGN**

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 – 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: 2022-2023 |              |
| YEAR 2: 2021-2022 |              |
| YEAR 3: 2020-2021 |              |

**B.. WORKING CAPITAL AS PER LAST AUDITED FINANCIAL STATEMENT**

| DESCRIPTION   | AMOUNT (USD) |
|---|--------------|
| 1. CURRENT ASSETS   |              |
| 2. CURRENT LIABILITIES                                      |              |
| 3. WORKING CAPITAL (CURRENT ASSETS-<br>CURRENT LIABILITIES) |              |

**C. ADDITIONAL INFORMATION**

| DESCRIPTION   | AMOUNT (USD) |
|---|--------------|
| TOAL DEBT (INCLUDING CURRENT<br>LIABILITIES/TOTAL EQUITY (INCLUDING<br>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 J – 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.

|   |  |                |  |
|---|--|----------------|--|
| <b>Bidder's Name:</b>                               |  |                |  |
| <b>Bidder's Address:</b>                            |  |                |  |
| <b>Bidder's Telephone &amp; Email Address:</b>      |  |                |  |
| <b>Authorized Company Official's Name (Printed:</b> |  |                |  |
| <b>Signature of Company Official:</b>               |  |                |  |
| <b>EIN:</b>   |  | <b>DUNS #:</b> |  |