



American Samoa Power Authority

PO Box PPB

Pago Pago, AS 96799

REQUEST FOR PROPOSALS

FOR THE

Manu'a Water Tanks Replacement Project

February 23, 2018

RFP NO.: ASPA18.014.WTR

APPROVED FOR ISSUANCE BY:

UTU ABE MALAE

EXECUTIVE DIRECTOR

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NOTICE TO OFFERORS

REQUEST FOR PROPOSAL

ISSUANCE DATE: **February 23, 2018**
RFP No.: **ASPA18.014.WTR**
PROJECT: **Manu'a Water Tanks Replacement Project**
CLOSING DATE/TIME: **March 23, 2018 @ 2:00 p.m. American Samoa time**

The American Samoa Power Authority (ASPA) invites you to submit a proposal for the provision and construction and replacement of a 43,000 and a 65,000 gallon tanks at Fitiuta and Olosega respectively, in Manu'a, American Samoa. This project is part of ASPA's effort to improve its service to the people of American Samoa. This project is fully funded by the United States Environmental Protection Agency (USEPA). The selected Offeror must provide a proposal that specifically and completely addresses a plan for the completion of the tasks which are detailed in the Request for Proposal (RFP) Packet Attachment B, The Scope of Work (SOW).

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

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

The American Samoa Power Authority reserves the right to:

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

Utu Abe Malae, Executive Director

Date

PROPOSAL INVITATION

IOANA ULI, PROCUREMENT MANAGER
AMERICAN SAMOA POWER AUTHORITY
ASPA Procurement Office
P.O. BOX PPB
PAGO PAGO, AS 96799
(684) 699-3057
bids@aspower.com

DATED ISSUED: February 23, 2018

PROPOSAL INVITATION NO: RFP No. ASPA18.014.WTR-Manu'a Water Tanks Replacement Project

INSTRUCTIONS:

- 1) This REQUEST FOR PROPOSAL shall require a **Cost Proposal** to be submitted in a separate sealed envelope, box, or other enclosure
- 2) All required submittals, including the Cost Proposal must be addressed to the ASPA Procurement Manager at the above listed address.
- 3) An original, one (1) PDF and Five (5) sets of hard copies of the complete proposal must be received at the ASPA Procurement Office no later than **March 23, 2018 @ 2:00pm American Samoa Time.**
- 4) The envelope or box must be labeled "**RFP No. ASPA18.014.WTR Manu'a Water Tanks Replacement Project** "
- 5) **Late submittals will not be opened or considered and will be determined as non-responsive.**
- 6) Any and all **pre-proposal questions** and/or clarifications shall be submitted to Ioana Uli by email at bids@aspower.com or by hard copy no later than **March 8, 2018 at 2:00 pm.**
- 7) ASPA shall issue addenda to address questions and/or clarifications as necessary.

NOTE TO OFFERORS:

This proposal is subject to the attached General Terms and Conditions of "**RFP No. ASPA18.014.WTR Manu'a Water Tanks Replacement Project**".

The undersigned offers and agrees to furnish within the time specified, the articles and services at the price stated opposite the respective terms listed on the schedule of the cost proposal. In consideration of the expense to the American Samoa Power Authority in opening, tabulating, and evaluating this and other proposals, and other considerations such as the schedule, the undersigned agrees that this proposal shall remain firm and irrevocable within **Ninety (90)** calendar days from the closing date to supply any or all of the items for which prices are quoted.

Signed: _____

Date: _____

**AMERICAN SAMOA POWER AUTHORITY
SPECIAL REMINDER TO PROSPECTIVE OFFERORS**

OFFERORS are reminded to read the Proposal Invitation Instructions and General Terms and Conditions attached to the RFP and to verify that each submittal requirement (see boxes to be checked below) of the RFP is enclosed in the submittal envelope prior to the date and time of proposal opening.

[X] 1. PROPOSAL FORMS

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

[X] 2. BOND FORMS

- a. Bid Bond Security Instructions (Attachment F)
- b. Bid Bond Form (Attachment G) or cashier's check for 10% of the total bid amount
 - i. All Bid Bonds must be in the form included in the contract Documents. The Bid Bond and all other surety bonds required by ASPA, to be valid, must be accompanied by:
 - a) Current certificate of Authority issued by the insurance commissioner of the State where the surety has its primary place of business together with evidence acceptable to ASPA that applicable bonds will be valid in American Samoa.
 - b) Power of Attorney issued by the Surety to the Resident General Agent.
 - c) Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on their behalf.

NOTICE TO ALL INSURANCE AND BONDING INSTITUTIONS:

All bonds must be accompanied by or include, as applicable, the signatures of the Offeror, two (2) Major Officers of the Surety and the Resident General Agent, if the Surety is a foreign or alien surety.

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

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

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

[X] 3. BUSINESS LICENSE

Per **Section XV** of this document, the Offeror shall submit a current American Samoa business license, or must be able to obtain an American Samoa business license prior to the execution of a contract under this RFP.

[X] 4. TECHNICAL PROPOSAL

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

[X] 5. CONTRACT COST PROPOSAL

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

[X] 6. SPECIAL REMINDER FORM

This form must be completed and submitted.

All required forms must be signed and returned with the proposal envelope. Failure to comply with these requirements may result in disqualification or rejection of the proposal.

I, _____ the duly authorized representative
of _____, acknowledge receipt of this special reminder
to prospective offerors together with “**RFP No. ASPA18.014.WTR Manu'a Water Tanks Replacement
Project**” as of this date, _____ 2018.

Signature of Offeror’s Representative

AMERICAN SAMOA POWER AUTHORITY

GENERAL TERMS AND CONDITIONS

FOR

Manu'a Water Tanks Replacement Project

I. INTRODUCTION

- A. This project will benefit the residents of the Manu'a islands in the Territory of American Samoa. The project will focus on improvements to the ASPA owned water supply, water quality improvement as stipulated by the United States Environmental Protection Agency.

II. PROJECT BACKGROUND INFORMATION

- A. Bolts and panels of both Bolted-Steel water tanks in Fitiuta and Olosega have rusted through compromising the structural integrity of the tanks. The current state causes high water loss and may result in catastrophic failure.

This project will replace both the Fitiuta 43,000 gallon and Olosega 65,000 gallon Bolted Steel Tanks with new water storage tanks of the same capacity. Replacing the existing tanks with new tanks will reduce water loss, ensure stable water pressure to households in the area, and prevent possible tank failure.

III. AUTHORITY

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

IV. PROPOSAL DOCUMENTS

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

V. SUBMITTALS

- A. Completed "SPECIAL NOTICE TO PROSPECTIVE OFFERORS" form from Page 9 of this document.
- B. The contractor will provide a cost bid as outlined on Attachment C, the "Bid Form".
- C. The contractor will provide information as required on Attachment D, the "Bidder Qualification Sheet Information Form".
- D. The contractor will provide the signed Disclosure Statement as required on Attachment E.

- E. The contractor will provide the signed Non-Collusion Statement as required on Attachment F.
- F. The contractor will provide a 10% bid bond or cashier's check and the Bid Bond Security Form as provided in Attachment H.
- G. The Bid Invitation Form (Page 7).
- H. The Bid Transmittal Form as provided on Attachment A.

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

- A. Each Offeror must submit its proposal in a sealed envelope addressed to:
Ioana Uli
ASPA Procurement Manager
P.O. Box PPB
Pago Pago, AS 96799
- B. An original, five (5) hard copies and an e-copy of the proposal must be received in the Office of Procurement on or before **March 23, 2018 at 2:00 p.m. American Samoa time.**
- C. Late submittals will not be opened or considered and will be determined as non-responsive.
- D. All Offerors shall provide sufficient written and verifiable information that responds to the requirements of the RFP and in accordance with the SOW.

VII. PRE-PROPOSAL QUESTIONS

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

VIII. ADDENDA

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

IX. PROPOSAL PREPARATION INSTRUCTIONS

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

1. Firm Qualifications and Experience:

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

2. Confirmation of Subcontractors:

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

3. Work plan and Schedule

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

4. Price

The Offeror shall provide a cost estimate for complete construction of the facility as drawn and specified in the appendices. It is assumed that this price may change in response to the clarifications and modifications in the BAFO request.

ASPA reserves the right to reject any proposal when, in its opinion, the Offeror has insufficient experience, responsibility, skill, financial standing or business standing to perform the proposed service in strict compliance with the specifications, or when the information provided by the Offeror is deemed by the SEB as insufficient for making a judgment.

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

X. CONTRACT AND PAYMENT TERM

- A. The term for this contract is **240 calendar days**.
- B. The contract term shall be initiated by the issuance of a Notice to Proceed by ASPA at which time a contract completion date will be established.
- C. Successful Offeror shall agree to have ASPA retain 20% of the Contract amount, which will be retained by ASPA from each monthly invoice/pay application submitted by the contractor for approval of payment, for a period of 30 days after the successful completion of the project.

XI. TYPE OF CONTRACT

- A. The successful Offeror will provide services to ASPA under a firm fixed-price, itemized contract agreement.
- B. The successful Offeror shall be an independent contractor and not an agent or employee of the American Samoa Power Authority.
- C. The successful Offeror shall furnish the necessary personnel, materials, insurance, licenses, permits, equipment, sea and ground transportation to and from work areas, and otherwise do all things necessary to perform the work and services specified in the SOW and to the satisfaction of ASPA's Project Engineer.
 1. The Contractor must at all times comply with all applicable workman's compensation, occupational disease, occupational health and safety laws, statues, and regulations to the full extent applicable.
 2. AS PA will not be held responsible in any way for claims filed by the successful Offeror or its employees for services employed under the terms of this RFP or the contract.

XII. BASIS FOR SELECTION

Proposals will be evaluated by a Source Evaluation Board ("SEB"). SEB members shall be approved by the Procurement Manager. Submission of a proposal shall constitute a waiver of any challenge or dispute of the SEB members, as well as the choice of methodology set forth on the SEB score sheets. The award will be made by ASPA in accordance with the evaluation criteria set forth herein and with ASPA's Procurement Rules.

A determination shall be made by the SEB of those responsible Offerors whose proposals are susceptible of being selected for award. The determination shall be included in the contract file. Discussions may be conducted by the SEB with those responsible Offerors whose proposals are determined to be responsive and responsible to the RFP.

These discussions shall only be conducted for the purpose of obtaining clarification from the Offeror on its proposal to ensure full understanding of and responsiveness to the RFP requirements. Discussions shall be conducted individually with each offeror and care shall be exercised to ensure that no information derived from competing offeror's proposals is disclosed. All Offerors with whom discussions are conducted shall be accorded an opportunity to revise their proposals in response to specific clarifications based on the discussions. Unless the Materials/Procurement Manager determines that satisfactory evidence exists that a "mistake" has been made, as set forth in Procurement Rules §3-114, Offerors will not be permitted to revise their proposals after proposal opening.

The results of the evaluation will be documented, and written recommendation by the SEB will be sent to the Materials/Procurement Manager. Recommendation for award is sent to the Executive Director for approval.

ASPA reserves the right to make the award to the offeror that submits the proposal, which meets the requirements set forth herein and is in the best interests of ASPA after taking into consideration the aforementioned factors. ASPA also reserves the right to select portions of a proposal, or to reject any and all proposals.

XIII. EVALUATION CRITERIA

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

- | | |
|---------------------------------------|---------------|
| 1. Firm experience and qualifications | 0 - 25 points |
| 2. Subcontractors (Tank & CP) | 0 - 25 points |
| 3. Work plan/Schedule | 0 - 10 points |
| 4. Price | 0 - 40 points |

Individual SEB member evaluations will remain confidential.

B. ASPA reserves the right to make the contract award to the Offeror that submits the proposal which best meets the requirements set forth herein and which is in the best interest of ASPA after taking into consideration the aforementioned factors.

XIV. ATTACHMENTS

- A. Attachment A is the Proposal Transmittal Form
- B. Attachment B is the Scope of Work
- C. Attachment C is the Offeror's Qualifications Form
- D. Attachment D is the Disclosure Statements
- E. Attachment E is the Non-Collusion Affidavit of Prime Offeror
- F. Attachment F is the Bid Bond Security Instructions
- G. Attachment G is the Bid Bond Security Form
- H. Attachment H is the Performance Bond Requirements
- I. Attachment I is the Tank Technical Specifications
- J. Attachment J is the Project Area Layout and Site Plan
- K. Attachment K is the Project Drawings

XV. QUALIFICATION OF OFFERORS

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

XVI. MULTIPLE PROPOSALS—COLLUSION

- A. If more than one Proposal is submitted by any one party or in the name of its clerk, partner, or other person, all Proposals submitted by said party may be rejected by ASPA.
- B. If requested by ASPA to do so, an Offeror may submit an alternate Proposal.
- C. If ASPA believes that collusions exists amongst any Offerors, the participants in such collusion will be disqualified from contract award consideration.
- D. Proposals in which the proposed costs and fees are unreasonably high or unrealistically low may be rejected at ASPA's sole discretion.

XVII. BUSINESS LICENSE

- A. An Offeror from elsewhere other than American Samoa shall be appropriately licensed in accordance with the state and/or country of the Offeror's origin and shall be skilled and regularly engaged in the general type and size of work called for under this RFP.
- B. The successful Offeror shall possess a currently valid American Samoa Business License prior to the execution of this contract.

XVIII. CONTRACT DOCUMENTS

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

XIX. OFFEROR'S UNDERSTANDING

- A. Each Offeror must inform itself of the conditions relating to the execution of the work.
- B. The Offeror will make itself thoroughly familiar with all the Contract Documents prior to execution of the Agreement.
- C. Each Offeror shall inform itself of, and the Offeror awarded the Contract shall comply with, federal and territorial statues and ordinances relative to the execution of the work, including but not limited to, applicable regulations which concern the following:
 - 1. Wage rates;
 - 2. Non-discrimination in the employment of labor;
 - 3. Protection of public and employee safety and health;

4. Environmental protection;
 5. Historic preservation;
 6. Protection of natural resources;
 7. Fire protection;
 8. Burning and non-burning requirements;
 9. Permits and fees;
 10. Similar subjects.
- D. The Offeror agrees to a proposal by the requirements under Executive Order No. 11246, as amended, including specifically the provisions of the equal opportunity clause.

XX. WITHDRAWAL OF PROPOSAL

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

XXI. OPENING AND EVALUATION OF PROPOSALS

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

XXII. EXECUTION OF CONTRACT

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

XXIII. RFP CONDITIONS

- A. This RFP does not commit ASPA to award a contract or to pay any cost incurred in the preparation of this proposal.
- B. The American Samoa Power Authority reserves the right to do the following:
 1. Reject any Offeror for being non-responsive to the Proposal requirements which are contained in this RFP;
 2. Reject all proposals and reissue an amended RFP;
 3. Request additional information from any Offeror submitting a proposal;
 4. Select an Offeror for award based on other than "least cost" criteria (e.g. capability to complete work in a timely fashion or substantive and relevant work experience);
 5. Negotiate a contract with the Offeror selected for award;
 6. Waive any non-material violations of rules in this RFP.
- C. ASPA reserves the right to issue any addendum to this RFP, after which the following steps will be followed:
 1. OFFERORS shall send ASPA a signed Receipt of Addenda from confirming the receipt of any Addendum;
 2. OFFERORS shall submit any additional information as is required by any Addendum;

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

XXIV. OFFEROR'S QUALIFICATION DATA

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

XXV. AWARD OF CONTRACT

- A. Within forty (40) calendar days after the opening of offers, unless otherwise stated in the Notice to Offerors, ASPA will accept one of the offers in accordance with the selection criteria. The acceptance of the offer will be by written Notice of Award, mailed or delivered to the office designated in the proposal. In the event of failure of the lowest responsive, responsible offeror to sign and return the Contract with acceptable payment and performance bonds, as prescribed herein, ASPA may award the contract to the next lowest responsive, responsible qualified offeror. Such award, if made, will be made within ninety (90) days after the opening of proposals. Before a Contract is finalized, ASPA may require the apparent low offeror to submit a complete statement of the origin, composition, manufacture and availability of replacement parts and services for any or all materials to be used in the work, together with samples. These samples may be subjected to the tests provided for in these Contract Documents to determine their quality and fitness for the work.

XXVI. PAYMENT

- A. **General.** In consideration of the faithful performance of the Work prosecuted in accordance with the provisions of the Contract, ASPA will pay the Contractor in United States dollars for all such goods and services delivered or rendered pursuant to the Contract on the basis of percentage of completion for lump sum items and unit price for all other items, all as more particularly described in the Contract.
- B. **Partial Payments.** Partial Payments may be made from time to time as provided in the Contract. Partial payments shall not be construed to affect the right, hereby reserved, of ASPA to reject the whole or any part of any work, should such work be later found not to comply with the provisions of the Contract. All estimated quantities of work for which partial payments have been made are subject to review and correction on the final estimate. Payment by ASPA and acceptance by the Contractor of partial payments based on periodic estimates of quantities of work performed shall not, in any way, constitute acceptance of the estimated quantities used as the basis for computing the amounts of the partial payments.

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

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

XXVII. CONTRACTOR'S LICENSE

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

XXVIII. PRIMARY OFFEROR

- A. The award, if made, will be to a single Bidder. The selected primary Bidder will be responsible for successful performance of all subcontractors and support services offered in response to this Bid. Furthermore, the ASPA will consider the primary Bidder to be the sole point of contact regarding contractual matters for the term of the Agreement. The Bidder must not assign financial documents to a third-party without prior written approval by ASPA, and an amendment to the resulting Agreement.

XXIX. SUBCONTRACTOR

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

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

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

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

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

XXX. LISTING OF SUBCONTRACTOR

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

XXXI. PROOF OF COMPETENCY OF SUBCONTRACTOR

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

XXXII. BUSINESS INSURANCE

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

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

- B. During the term of the Agreement the Contractor shall maintain such public liability and property damage insurance, and automobile public liability and property damage insurance that shall protect the Contractor from claims for damage for personal injury, including accidental death, as well as from claims for direct property damage, which may arise from negligent operations under the Agreement, whether such operations are by itself or by a subcontractor or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall be as follows
 - 1. Workmen's Compensation: The Contractor shall maintain such statutory amounts of workmen's compensation insurance as are set forth in the American Samoa Code Annotated and American Samoa Administrative Code.
 - 2. Employer's Liability: The Contractor shall maintain employer liability insurance in the amount of Two Million (\$2,000,000 USD).
 - 3. Public/General Liability: Public/General liability shall include coverage for wrongful death claims, and shall not exclude coverage for explosion, collapse, or underground exposure.
 - a. The Contractor shall maintain public/general liability insurance covering third party bodily/personal injury in the amount of Five Hundred Thousand Dollars (\$500,000 USD) per person/per occurrence with an aggregate of One Million Dollars (\$1,000,000 USD).

- b. The Contractor shall maintain public/general liability insurance covering property damage in the amount of Five Hundred Thousand Dollars (\$500,000 USD) per person/per occurrence or coverage that is equivalent as currently available.
- 4. Automobile Liability:
 - a. Bodily/personal injury. The Contractor shall maintain automobile liability insurance covering third party bodily/personal injury in the amount of Five Hundred Thousand Dollars (\$500,000 USD) per person/per occurrence with an aggregate of One Million Dollars (\$1,000,000 USD).
 - b. Property damage. The Contractor shall maintain automobile liability insurance covering property damage in the amount of Five Hundred Thousand Dollars (\$500,000USD) per person/per occurrence with an aggregate of One Million Dollars (\$1,000,000 USD).
- 5. Builder's Risk Insurance: Unless otherwise modified, the Contractor shall secure and maintain during the life of the Agreement, builder's risk insurance coverage for one hundred percent (100%) of the Agreement amount. Such insurance shall include coverage for earthquake, landslide, flood, windstorm, collapse, or loss due to results of faulty workmanship, and shall provide for losses to be paid to the Contractor and ASPA as their interests may appear.

XXXIII. REQUIRED REPORTS

- A. In addition to any requirements specified in the SOW, the Contractor shall also provide a monthly report of services completed. Monthly reports for the previous month shall be submitted to the Project Engineer before the 10th day of each new month for verification prior to sending to any other ASPA office including the Accounting Division.
- B. The winning Contractor is required to submit a QA/QC Plan and a Safety Plan to ASPA's Project Engineer before construction starts. These plans will be submitted to USEPA for approval.

XXXIV. AMERICAN SAMOA LICENSES, PERMITS, TAXES AND IMPORT DUTY

- A. The Contractor shall be cognizant of and comply with all American Samoa Government ("ASG") laws and ordinances pertaining to licenses, permits, tax structure and import duties. Additionally, the Contractor shall:
 - 1. Have or obtain an ASG business and contractor's license as may be required by applicable law to perform the required contractual work. Over-the-highway vehicles require American Samoa Licenses. Operator's licenses are required;
 - 2. Be cognizant that American Samoa is a protectorate of the United States located outside the jurisdiction of the U.S. Customs and U.S. Immigration Department. The Contractor's equipment that will be returned to the United States will be subjected to customs or import duty unless properly manifested before shipment from the United States. Excise Tax on equipment to be incorporated into the project or used on this project may be waived upon written request. Should the Contractor elect to sell the equipment locally upon completion of the contract or to use the equipment for other than this project rather than shipping the equipment away from American Samoa, the equipment will then be subject to the appropriate duty rate. Equipment imported for use other than on this project is also subject to local tax; and
 - 3. Comply with the Workmen's Compensation Act and maintain a compliant Health and Safety Plan. A copy of this plan shall be provided to ASPA.

XXXV. ADDITIONAL AMERICAN SAMOA REGULATIONS

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

by law to work in American Samoa. The Contractor shall conform to the current immigration laws and Codes of American Samoa.

2. Social Security for Aliens: Alien technicians brought in to perform the work will be required to register and receive a social security number if they do not already possess one.
3. Necessary Inoculations: Inoculations shall be as required by the United States Public Health Service. It will be the Contractor's responsibility to determine that these inoculations are obtained prior to entry from any foreign country or possession.
4. Costs of Transportation: The Contractor will be expected to include in its bid, among other things, costs of transporting equipment, materials and personnel to and from American Samoa.
5. Labor and Material Furnished by ASPA: No labor will be furnished by ASPA. Certain materials and equipment may be made available to Contractor for its use and access, but only in the sole discretion of ASPA. Bidders should not assume when preparing bids that ASPA material and equipment will be available for their use.
6. Equipment and Project Warranty and Maintenance Requirements: All bids should include the cost of a one-year equipment and workmanship warranty, or length of warranty specified in the project specifications, attached hereto as Attachment M. Warranties shall include the cost of all parts, labor, equipment, shipping, and onsite visits to repair or replace any deficient equipment, material, or workmanship and include, at a minimum, at least one site visit by the contractor within 1 year of substantial completion ordered at ASPA's sole discretion.

XXXVI. TIME IS OF THE ESSENCE

- A. Time is of the essence in completing the work to be performed under the contract. Delays and extensions of time will not be allowed, and a penalty fee of **\$500** per day shall be assessed for not meeting any of the milestones agreed upon between ASPA Project Engineer and the contractor based on the project schedule and shall consist of (at a minimum) pre-construction submittals, equipment shipping, construction of major project components, and final training and start-up services.

XXXVII. REPRESENTATION REGARDING ETHICS IN PUBLIC PROCUREMENTS

- A. By submitting a bid, each bidder represents that it has not knowingly influenced and agrees that it will not knowingly attempt to influence any ASPA employee to breach any applicable ethical standards and represents that it has not violated, it is not violating and promises that it will not violate the prohibition against gratuities and kickbacks set forth in § 9-103 of ASPA Procurement Rules or other applicable law.

XXXVIII. REPRESENTATION REGARDING CONTINGENT FEES

- A. The offeror represents that it has not retained a person to solicit or secure an ASPA contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

XXXIX. COMPLIANCE WITH LAWS

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

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

- A. All 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:

1. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women’s business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women’s business enterprises; and
5. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

XLI. COMPLIANCE WITH FEDERAL REGULATIONS

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

XLII. VENUE AND CHOICE OF LAW

- A. **Venue:** The obligations of the parties hereto are performed in American Samoa, and if legal action is necessary to enforce same, exclusive venue shall be within American Samoa.
- B. **Governing Law:** This contract shall be governed by and construed in accordance with the laws and case decisions of American Samoa.

ATTACHMENT A

PROPOSAL TRANSMITTAL FORM

To: **American Samoa Power Authority.**

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

Project Title: **Manu'a Tanks Replacement Project**

RFP #: _____

Bidder: _____

Date: _____

All copies of tank installation manuals and maintenance manuals are to be handed over from the contracting firm to ASPA- for operational maintenance of the new tank after construction. The tank manufacturer shall include a warranty on tank materials and workmanship for a specified period. As a minimum, the warranty shall provide assurance against defects in material, coatings and workmanship for a period of ten (10) years.

ITEM #1:

43,700 GALLON BOLTED STEEL STORAGE TANK - FITIUTA			
ITEM DESCRIPTION	EST.QTY	PRICE PER UNIT	TOTAL PRICE
GENERAL			
A.1 Bond (1% Max)	LS	\$	\$
A.2 Mobilization (5% Max)	LS	\$	\$
CONSTRUCTION			
B.1 43,700 gallon Water Storage Tank			
B.1.1 Site Works	LS	\$	\$
Furnish all supervision, labor, equipment, and services required for site work as specified in the SOW and Bid Document.			
B.1.2 Bolted Glass Fused to Steel Tank: NOM Diameter 21'; NOM height 16'; NOM Capacity – 43,700 gallons. Refer to Site Plan dwg.	LS	\$	\$

Furnish all supervision, labor, materials, equipment and services required for the complete installation of a bolted steel tank, all related tank components and commissioning as shown in the Construction Drawings and as specified in the Bid Documents. Excavation, site development including demolition of the old tank and site clean-up, and all work and appurtenances not otherwise specified but are essential to fulfill the intent of the scope of work shall be incidental to this pay item.			
B.1.3 Miscellaneous Piping Works	LS	\$	\$
Design and furnish all supervision, labor, equipment, materials and services required for any piping works, such as pipeline connections from the temporary tank to the main distribution line. This may include a) Installation of water pipe above ground and underground, b) Installation of gate valves, c) Pipe fittings, d) Pipe supports, e) Water Meters, f) Concrete thrust blocks, g) Pressure and leakage testing, h) Disinfection of waterline, etc...			
Excavation, site cleanup, as-built drawings, and all work and appurtenances not otherwise specified but are essential to fulfill the intent of the Scope of Work shall be incidental to pay this item.			
B.1.4 Tank Concrete Ring Foundation:	LS	\$	\$
Furnish all materials, supervision, labor, equipment, and services required for the demolition of the existing tank foundation and complete construction and installation of a new concrete tank foundation as specified in RFP documents and as shown in the Drawings. <i>Note: This cost will be removed from the total contract amount if the existing foundation is suitable for the new tank.</i>			
B.1.5 Temporary Tank and connections (20,000 gal)	LS	\$	\$
Design and furnish supervision, labor, equipment, materials and services required for the installation of a temporary tank and system connections to enable water supply to serve ASPA customers for the duration of the new 43,700 gallon replacement tank construction. Disassembly of temporary tank and removal of temporary pipeline connections as well as removal of all construction materials from the site and all work and appurtenances not otherwise specified but are essential to fulfill the intent of the scope of work shall be incidental to this pay item.			
B.1.6 Leak Testing & Disinfection	LS	\$	\$
Furnish all supervision, labor, equipment, materials and services required for the Leak Testing and Disinfection of tank as specified in the RFP Documents. Water required for testing shall be the responsibility of the contractor. Disposal of test water must be approved by AS-EPA.			
B.1.7 Chain Link Fence & Gates	LS	\$	\$
Furnish all supervision, labor, equipment, materials and services required for the complete installation of security fence and gate as shown in the Drawings and as specified in the RFP Documents.			
B.1.8 Cathodic Protection	LS	\$	\$
Furnish all supervision, labor, equipment, materials and services required for the complete design and installation of a cathodic protection system per Specifications and RFP Documents.			
B.1.9 Access Road Construction	LS	\$	\$
Furnish all supervision, labor, equipment, materials and services required for the complete design and construction of a 300 LF (long) x 10 LF (wide) by 6 inch (thick) of new concrete road as per Specifications and RFP Documents.			

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

WATER TANK ALTERNATE BIDS:

<p>ALT 1. Bolted Stainless Steel (316SS) Tank: NOM Diameter 21’; NOM height 16’; NOM Capacity – 43,700 gallons. Refer to Site Plan dwg.</p>	LS	\$	\$
<p>Furnish all materials, supervision, labor, equipment, and services required for the complete installation of a Bolted Stainless Steel Tank with an interior PVC liner, tank components as specified in RFP documents and as shown in the Drawings. <i>This item will replace Item B.1.2 in the base bid if selected.</i></p>			
<p>ALT 2. Epoxy Coated Bolted Steel Tank (AWWA D100 Compliant), NOM Diameter 21’; NOM height 16’; NOM Capacity – 43,700 gallons. Refer to Site Plan Dwg.</p>	LS	\$	\$
<p>Furnish all materials, supervision, labor, equipment, and services required for the complete installation of a Bolted Glass Fused to Steel Tank, tank components as specified in RFP documents and as shown in the Drawings. <i>This item will replace Item B.1.2 in the base bid if selected.</i></p>			

ITEM #2:

<p align="center">65,900 GALLON BOLTED STEEL STORAGE TANK - OLOSEGA</p>			
<u>ITEM DESCRIPTION</u>	<u>EST.QTY</u>	<u>PRICE PER UNIT</u>	<u>TOTAL PRICE</u>
GENERAL			
A.1 Bond	LS	\$	\$
A.2 Mobilization (5% Max)	LS	\$	\$
CONSTRUCTION			
B.1 65,900 gallon Water Storage Tank			
B.1.1 Site Works	LS	\$	\$
<p>Furnish all supervision, labor, equipment, and services required for site work as specified in the SOW and RFP Documents.</p>			
<p>B.1.2 Bolted Glass Fused to Steel Tank: NOM Diameter 21’; NOM height 24’; NOM Capacity – 65,900 gallons. Refer to Site Plan dwg.</p>	LS	\$	\$
<p>Furnish all supervision, labor, materials, equipment and services required for the complete installation of a bolted steel tank, all related tank components and commissioning as shown in the Construction Drawings and as specified in the Bid Documents. Excavation, site development including demolition of the old tank and site clean-up, and all work and appurtenances not otherwise specified but are essential to fulfill the intent of the scope of work shall be incidental to this pay item.</p>			
B.1.3 Miscellaneous Piping Works	LS	\$	\$
<p>Furnish all supervision, labor, equipment, materials and services required for any piping works, such as pipelines connections from new tank to the main distribution line. This may include a) Installation of water</p>			

<p>pipe above ground and underground, b) Installation of gate valves, c) Pipe fittings, d) Pipe supports, e) Water Meters, f) Concrete thrust blocks, g) Pressure and leakage testing, h) Disinfection of waterline, etc...</p> <p>Excavation, site cleanup, as-built drawings, and all work and appurtenances not otherwise specified but are essential to fulfill the intent of the Scope of Work shall be incidental to pay this item.</p>			
B.1.4 Tank Concrete Ring Foundation:	LS	\$	\$
<p>Furnish all materials, supervision, labor, equipment, and services required for the demolition of the existing tank foundation and complete construction and installation of a new concrete tank foundation, if needed as specified in RFP documents and as shown in the Drawings. Note: This cost will be removed from the total contract amount if the existing foundation is suitable for the new tank.</p>			
B.1.5 Leak Testing & Disinfection	LS	\$	\$
<p>Furnish all supervision, labor, equipment, materials and services required for the Leak Testing and Disinfection of tank as specified in the RFP Documents. Water required for testing shall be the responsibility of the contractor. Disposal of test water must be approved by AS-EPA.</p>			
B.1.6 Chain Link Fence & Gates	LS	\$	\$
<p>Furnish all supervision, labor, equipment, materials and services required for the complete installation of security fence and gate as shown in the Drawings and as specified in the RFP Documents.</p>			
B.1.7 Cathodic Protection	LS	\$	\$
<p>Furnish all supervision, labor, equipment, materials and services required for the complete design and installation of a cathodic protection system per Specifications and RFP Documents.</p>			
B.1.8 Access Road Construction	LS	\$	\$
<p>Furnish all supervision, labor, equipment, materials and services required for the complete design and construction of a 800 LF (long) x 10 LF (wide) x 6 in (thick) of new concrete road as per Specifications and RFP Documents.</p>			

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

WATER TANK ALTERNATE BIDS:

<p>ALT 1. Bolted Stainless Steel (316SS) Tank: NOM Diameter 21’; NOM height 24’; NOM Capacity – 65,900 gallons. Refer to Site Plan dwg.</p>	LS	\$	\$
<p>Furnish all materials, supervision, labor, equipment, and services required for the complete installation of a Bolted Stainless Steel Tank with interior PVC liner, tank components as specified in RFP documents and as shown in the Drawings. This item will replace Item B.1.2 in the base bid if selected.</p>			
<p>ALT 2. Epoxy Coated Bolted Steel Tank: (AWWA D100 Compliant), NOM Diameter 21’; NOM height 24’; NOM Capacity – 65,900 gallons. Refer to Site Plan Dwg.</p>	LS	\$	\$
<p>Furnish all materials, supervision, labor, equipment, and services required for the complete installation of a Bolted Glass Fused to Steel Tank, tank components as specified in RFP documents and as shown in the Drawings. This item will replace Item B.1.2 in the base bid if selected.</p>			

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

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

Offeror Name: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

Business License Number: _____

ATTACHMENT B

SCOPE OF WORK

MANU'A WATER TANKS REPLACEMENT PROJECT

I. BACKGROUND

Bolts and Panels on the Bolted-Steel, Peabody Tectanks, in Fitiuta and Olosega have rusted through compromising the structural integrity of the tanks. The current state causes water loss and may result in catastrophic failure.

II. SCOPE OF WORK:

Replace the existing 43,700 and 65,900 gallon tanks for the Fitiuta and Olosega areas, respectively, with better corrosive resistant water tanks. These new tanks shall meet the Specifications attached as Attachment I and shall be installed on the existing concrete foundations. These tanks are providing potable water supply and required fire-protection to residents of Fitiuta, Olosega and Ofu, Manu'a. The existing tanks are accessible via 10 foot wide dirt access roads from the main road. A temporary tank is required to be installed to supply the Fitiuta system during the replacement of the existing tank.

Table 1: Production and Consumption information for Fitiuta.

<u>Fitiuta Water Supply</u>		
	gpm	GPD
Ave. Production:	19	27,360
Ave. Consumption:	13	18,720

Table 2: Production and Consumption information for Ofu-Olosega.

<u>Ofu-Olosega Water Supply</u>		
	gpm	GPD
Ave. Production:	47	67,680
Ave. Consumption:	15	21,600

Responsibilities of the Offeror

1. Principle Contractor

This project is a design-build project and requires the Offeror to provide in their proposal design and construction costs to do the following:

I. Fitiuta Tank - Tau Island:

1. Install a 20,000 gallon temporary by-pass tank (bladder or plastic tanks are viable options) for potable water near the existing tank in Fitiuta with all necessary piping and connections to serve ASPA customers for the duration of this project (Project Area Layout and Site Plan is shown in Attachment J).
2. Remove existing Fitiuta 43,700 gallon bolted steel tank. Demolition and disposal of the old tank, and

- any road improvements that will be needed is incidental to this work.
3. Install a new 43,700 gallon water storage tank with all appurtenances as outlined in the specifications. Tank design/construction plans must be stamped by a US Certified Professional Engineer and submitted to ASPA for approval before commencing work. Options for tank must include a RTP Smooth wall Bolted Design Steel Tank and another corrosion resistant potable water tank with a life-cycle cost analysis comparing the two. Other tank options may be considered with ASPA's approval. ASPA will decide which tank option to select for construction.
 4. Provide a 10 year warranty on the tank or as per industry standard, whichever is greater.
 5. Test and disinfect tank. Samples will be taken to AS-EPA for test and approval.
 6. Connect the new tank with all necessary piping and valves to existing water mains.
 7. Remove temporary tank, piping and connections.
 8. Construct a new 10ft wide 300ft long concrete access road to the tank.
 9. Furnish and install all materials/equipment at the project site. This includes shipping of all materials/equipment to the project site.

II. Olosega Tank:

1. Remove the existing Olosega 65,900 gallon water storage tank. Demolition and disposal of the old tank, and any road improvements that will be needed is incidental to this work.
2. Install a new 65,900 gallon water storage tank with all appurtenances as outlined in the specifications. Tank design/construction plans must be stamped by a US Certified Professional Engineer and submitted to ASPA for approval before commencing work. Options for tank must include a RTP Smoothwall Bolted Design Steel Tank and another corrosion resistant potable water tank with a life-cycle cost analysis comparing the two. Other tank options may be considered with ASPA's approval. ASPA will decide which tank option to select for construction.
3. Provide a 10 year warranty on the tank or as per industry standard, whichever is greater.
4. Test and disinfect tank. Samples will be taken to AS-EPA for test and approval.
5. Connect the new tank with all necessary piping and valves to existing water mains.
6. A temporary by-pass tank is not needed for Olosega.
7. Construct a new 10ft wide 800ft long concrete access road to the tank.
8. Furnish and install all materials/equipment at the project site. This includes shipping of all materials/equipment to the project site.

2. **Principal subcontractors**

In order to assure that the tank and necessary protection system and coatings are supplied and installed according to industry standards, ASPA is requesting that the sub-contractor(s) selected are experienced and recognized as experts at providing the services according to industry standards quoted in the technical specifications (see Attachment I).

Offerors can nominate a single subcontractor to provide more than one of the specialist services provided the company nominated can show adequate credentials and experience. Subcontractors not nominated in specifications may be accepted by the source evaluation board provided adequate information for evaluation is provided in the proposal. The contractor that is ultimately awarded may nominate the subcontractors and add them as signatories.

ATTACHMENT C

OFFEROR QUALIFICATION FORM

1. Name of Organization: _____

2. Business Address: _____

3. Telephone: (Home Office) _____

Business Telephone: _____

Email Address: _____

Fax Number: _____

Tax Identification Number: _____

4. Contact Person: _____

5. Type of Business (please check one):

Corporation _____ Partnership _____ Proprietorship _____ Joint Venture _____

Note: For Corporations – Articles of Incorporation Certification must be on record with the Treasurer of American Samoa. Copies of partnership agreements and articles of incorporation must be submitted to the revenue branch with application form and relevant documents. Aliens cannot operate sole ownership enterprises and partnerships with aliens are subject to immigration board review.

6. Place of Organization or State of Incorporation: _____

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

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

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

10. List all projects of similar scope and extent which the Offeror has conducted within the past five-years; provide the dollar value contract amount for each project. And list project owner contact information for reference inquiries.

Location and Date of Project: _____

Nature and scope of contract (provide a brief project description): _____

Name and address of awarding agency or owner for which work was performed:

Name, address, and phone number of Contact Person for the agency

Contract Amount _____ Date of Completion _____

If not completed, why? _____

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

Location and Date of Project: _____

Nature and scope of contract (provide a brief project description): _____

Name and address of awarding agency or owner for which work was performed:

Name, address, and phone number of Contact Person for the agency

Contract Amount _____ Date of Completion _____

If not completed, why? _____

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

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

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

_____	_____

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

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

_____	_____

_____	_____

ATTACHMENT D

DISCLOSURE STATEMENTS

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

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

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

the attached proposal:

(Complete one of the two following statements)

1. I **have no** immediate relatives (parents, children or siblings) who are currently employed by the American Samoa Power Authority (ASPA) or the American Samoa Government (ASG)

(Signed) (Title)

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

Their names and positions in are as follows.

Name	Relationship to Offeror	Position in ASPA
------	-------------------------	------------------

_____	_____	_____
_____	_____	_____
_____	_____	_____

(Signed) (Title)

Note: It is not against ASPA procurement rules for the relatives of government employees to bid on and receive government contracts provided they disclose such relationships at the time of bidding.

ATTACHMENT F

**BID BOND SECURITY
INSTRUCTIONS**

The Bid Bond Security in the sum of 10% of the total bid amount must accompany each Bid and shall be furnished to the American Samoa Power Authority as a guarantee and will be retained until the written contract between the Contractor and ASPA is executed and the performance and labor and materials payment bonds are furnished by the Contractor. If the Contractor fails to enter into a written contract, ASPA will retain the Contractor's Bid bond as liquidated damages, but not as a penalty.

ATTACHMENT G

**BID BOND SECURITY
FORM**

KNOW ALL PERSONS BY THOSE PRESENT that _____, as Principal, hereafter called the “Principal,” and _____, a duly admitted insurer under the laws of the Territory of American Samoa, as Surety, hereinafter called the “Surety”, are held firmly bound unto the American Samoa Power Authority (ASPA) for the sum of _____ dollars (\$ _____), for payment of which in lawful money of the United States, will and truly to be made, the said Principal and the said Surety binds themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of the above obligation such that, whereas the Principal has submitted a proposal for:

RFP No. ASPA18.014.WTR - Manu'a Water Tanks Replacement Project

The proposed project will improve water service and reduce water loss in the Manua Water Systems. 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 _____, 2018.

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

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

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

Resident Agent:

By: _____
Name: _____
Title: _____

Address for Notices:

Address for Notices:

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

ATTACHMENT H
PERFORMANCE BOND REQUIREMENTS

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

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

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

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

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

RESPECTFULLY SUBMITTED BY:

(OFFEROR SIGNATURE)

(BY)

(TITLE)

(BUSINESS ADDRESS)ATTACHMENT E (PERFORMANCE BOND)

No. _____

KNOW ALL MEN BY THESE PRESENTS that (here insert full name and address or legal title of Contractor)

_____, as Principal hereafter called the Contractor, and (Bonding Company),

_____, a duly admitted insurer under the laws of the American

Samoa Power Authority, as Surety, hereinafter called Surety are held firmly bound unto the American Samoa Power

Authority as obligee, in the amount of _____ Dollars (\$_____), for payment of whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has by written agreement dated __, entered into a contract with the American

Samoa Power Authority for (describe project and insert 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 alternation 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; or
2. 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.

Signed and sealed this day of 2018.

(PRINCIPAL) SEAL

(WITNESS)

(TITLE)

(MAJOR OFFICER OF SURETY) (MAJOR OFFICER OF SURETY)

(MAJOR OFFICER OF SURETY) (MAJOR OFFICER OF SURETY)

(RESIDENT GENERAL AGENT)