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

REQUEST FOR PROPOSALS

Wastewater Advanced Primary Treatment Upgrade Study for Utulei & Tafuna WWTP

PROJECT NO.	ASPA26.033
ISSUANCE DATE	September 2, 2026
CLOSING DATE	October 7, 2026
CLOSING TIME	2:00PM – AS Time

"Work under this contract will be funded with federal grant funds from the United States Environmental Protection Agency"

PROPOSAL INVITATION

The American Samoa Power Authority is seeking proposals from qualified consultants to carry out a feasibility study with a conceptual design to upgrade ASPA's wastewater treatment plants.

Sealed bids will be accepted by Renee Leotele Togafau, ASPA Procurement Manager or its designee at the ASPA Procurement Office, Utu Abe Malae Operations Building, Tafuna, American Samoa until 2:00PM on Wednesday, October 7, 2026 (the "Closing"), at which time and place bidding will be closed. No bids will be received after the closing. Cost proposals should be submitted separately from the technical proposal. Submission format should be a PDF sent electronically or via USB.

Plans, specifications, addenda and notifications of bid results for this project may be viewed, and printed online at www.aspower.com. Bidders are responsible for checking online for the issuance of any addenda prior to submitting a bid. Each contractor is responsible for all addenda/changes to the documents. A bid will be considered non-responsive if the bid does not reflect applicable addenda/changes.

If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, the bidder shall notify ASPA immediately with written notice of the problem. If prior to closing date for submissions, a bidder knows or should have known of an error in the RFP but fails to notify ASPA of the error, the bidder shall at its own risk, and if awarded the contract, shall not be entitled to additional compensation or time by reason of the error or its later correction.

Technical questions regarding the project, or requests for clarification or change must be directed to Renee Leotele Togafau, procurement@aspower.com, with the subject line: ASPA26.033 – Wastewater Advanced Primary Treatment Upgrade Study for Utulei and Tafuna WWTP.

ASPA may reject any bid not in compliance with all prescribed public bidding procedures and requirements, including, without limitation, the requirement to demonstrate the bidder's responsibility, and may reject for good cause any and all bids upon a finding that is in ASPA's best interest to do so.

No bid for this contract will be received or considered by ASPA unless:

1. The Bidder certifies that it will comply with the provisions of the Davis Bacon Act and American Samoa Prevailing Wage Rates (*see* Attachment K)
2. The Bidder certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participating in receiving contracts paid for with federal funds.

INFORMATION FOR BIDDERS

Bid documents are provided to bidder only for the purpose of obtaining bids on the work and do not confer a license or grant for any other use. Each bidder assumes full responsibility for errors, omissions or misinterpretations resulting from the use of incomplete sets of bid documents. Bidders shall use complete sets of bid documents in preparing bids.

The bid proposal documents include:

- Attachment A – Proposal Transmittal Form
- Attachment B – Bid Form
- Attachment C – Offeror's Qualification Form
- Attachment D – Disclosure Statements
- Attachment E – Non Collusion Affidavit of Prime Offeror
- Attachment F – Debarment or Suspension Certification Form
- Attachment G – Scope of Work
- Attachment H – Prevailing Wage Rate Compliance Statement

Bid Submission. The following minimum requirements as the form and manner of submitting bids must be strictly observed; variance from these requirements will result in rejection of the bid as unresponsive.

1. Bids must be submitted on forms furnished by ASPA.
2. Each bidder and/or its representative must signs its bid.
3. Bid security, in the required form and amount, must accompany each bid.
4. Each blank in the bid must be filled in unless an alternative is provided.
5. Each bid must be submitted in a separate sealed envelope, marked as specified
6. A bid shall contain no modifications, deletions, exceptions, reservations, and/or conditions, which in any way conflict with or purport to alter any provision in the bid documents.
7. PDF sent either electronically or via USB.

Preparation of Bids. Bid form must be used without alteration. All blank spaces in the bid form must be filled in, in ink, or typed, in both words and figures where required. No changes shall be made in phraseology of the forms. Amounts shall be in US currency.

Bid Security. Not required for this tender.

Conditions of Work. Each bidder must inform themselves of the conditions relating to the execution of the work. The bidder acknowledges and represents that is has made allowances for normal inclement weather indigenous to the project site, in its estimating, planning and scheduling of work.

By submitting a bid, the bidder represents and warrants that the (a) the bidder has compared the site with the bid documents and has satisfied themselves as to the actual conditions of the site, existing construction, subsurface conditions, the actual elevations, and any other conditions affecting the carrying out of their work, and (b) the bid is based upon the materials, systems, and equipment required by the bidding documents without exception.

Contract and Payment Terms. The term for this contract is 180 Calendar Days. 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 bidder shall agree to have ASPA **retain 5% of the contract amount**, which will be retained by ASPA from each monthly invoice/pay application submitted by the contractor for the approval of payment, for a period of 30 days after the successful completion of the project.

Type of Contract. The successful bidder will provide services to ASPA under a firm fixed-price, itemized contract agreement. The successful bidder shall be an independent contractor and not an agent or employee of the American Samoa Power Authority.

The contractor (successful bidder) shall at all times comply with all applicable workman's compensation, occupational disease, occupational health & safety laws, statutes, and regulations to the full extent applicable. ASPA will not be held responsible in any way for claims filed by the successful bidder or its employees for services employed under the terms of this RFP or the contract.

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
- Award certain portions of a proposal

Business License. Bidders must be appropriately licensed in accordance with the state and/or country of the bidder's origin, and shall be skilled and regularly engaged in the general type and size of work called for under this RFP.

Insurance. The successful bidder shall be required to obtain the insurance coverage designated herein and pay all costs associated herewith. Such insurance shall be for the coverage, amounts and limits as set forth below. Successful bidder shall furnish ASPA with certificates of insurance showing the type, amount, class of operations covered, effective dates and date of expiration of policies. The 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 operation under the Agreement.

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 damages 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 shall be as follows:

- 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.

- Employer's Liability. The contractor shall maintain employer liability insurance in the amount of Two Million Dollars ($2,000,000 USD).
- Public General Liability. Public/General liability shall include coverage for wrongful death claims, and shall not exclude coverage for explosion, collapse, or underground exposure. 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). 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.
- Automobile Liability. Bodily/personal injury – 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). Property damage – 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).
- Professional Liability Insurance. Professional liability insurance covering acts, errors, or omissions shall be maintained with limits of not less than $1,000,000 per occurrence and $1,000,000 aggregate. When policies are renewed or replaced, the policy retroactive date shall coincide with, or precede, start of work in connection with this Contract. A claims-made policy that is not renewed or replaced shall have an extended reporting period of three years.

Time Is Of the Essence. 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 $1,000 per calendar 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 projects components, commissioning and final training and start up services.

Incurred Costs. Those submitting proposals do so entirely at their own 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 demonstration or interviews, including contract negotiation.

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.

BASIS FOR SELECTION

Source Evaluation Board. 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 bidder on its proposal, and do not in any way commit ASPA to a contract. Discussions shall be conducted individually with each bidder and care shall be exercised to ensure that no information derived from competing bidders' proposal is disclosed.

Bidders may be afforded an opportunity to revise their proposals in response to specific clarifications based on discussions. Unless the Procurement Manager determines that satisfactory evidence exists that a "mistake" has been made as set forth in Procurement Rules §3-114, bidders will not be permitted to revise their proposals after proposal opening.

Evaluation Criteria. The following criteria shall be used by the SEB to determine the responsiveness of proposals received. It shall be at the SEB's discretion to reject any and all proposals which do not meet the minimum technical (non-priced) criteria.

CRITERIA	WEIGHT
PRICE	40
NON-PRICED PROPOSAL	
RELEVANT EXPERIENCE	25
PROJECT APPROACH & SCHEDULE	15
PAST PERFORMANCE	10
CAPACITY TO PERFORM	10

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).

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 firm 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.

Bidders shall make itself thoroughly familiar with all the contract documents prior to execution of the Agreement. Each Offeror shall inform itself of, and the Offeror awarded the Contract shall comply with, federal and territorial statutes and ordinances relative to the execution of the work, including but not limited to, applicable regulations which concern the following:

1. Wage rates;
2. Non-discrimination in the employment of labor;
3. Protection of public and employee safety and health;
4. Environmental protection;
5. Historic preservation;
6. Protection of natural resources;
7. Fire protection;
8. Burning and non-burning requirements;
9. Permits and fees;
10. Similar subjects.

The Offeror agrees to a proposal by the requirements under Executive Order No. 11246, as amended, including specifically the provisions of the equal opportunity clause.

ATTACHMENT A – PROPOSAL TRANSMITTAL FORM

Date:

AMERICAN SAMOA POWER AUTHORITY

To Whom It May Concern:
The undersigned (hereafter referred to as the Offeror) hereby proposes and agrees to furnish all of the requested submittal and proposal information pertaining to

RFP NO. ASPA26.033

Wastewater Advanced Primary Treatment Upgrade Study for Tafuna and Utulei WWTP

In accordance with the Scope of Work, General Terms and Conditions, and other procurement requirements specified in this document for the prices stated in the itemized proposal form(s) attached hereto, plus any and all sums to be added and/or deducted resulting from all extra and/or omitted work in accordance with the unit and/or lump sum prices stated in the itemized proposal form attached hereto.

The undersigned has read and understands the proposal requirements, and is familiar with and knowledgeable of the local conditions at location(s) where the work is to be performed. The Offeror has read the Request for Proposal Instructions and General Terms and Conditions attached to ascertain that all of the requirements (see check boxes) of the cost proposal are submitted in the proposal envelope, with five copies, at the date and time for proposal opening. (See the RFP Submission Checklist to ensure that all these documents have been submitted with your proposal).

_____

Signed Seal

_____

Date

ATTACHMENT B – BID FORM

RFP NO. ASPA26.033 – Wastewater Advanced Primary Treatment Upgrade Study for Tafuna & Utulei WWTP

Bidder: _____

Date: _____

The undersigned, in compliance with this Request for Proposal having examined the Contract Documents, being familiar with all the conditions surrounding the proposed project, having conducted all inquiries and investigations deemed necessary and proper, hereby proposes to furnish all labor, material, 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 following prices:

#	SCOPE OF WORK	LUMP SUM FEE
1	Entire SOW Completed	$
	TOTAL	
Additive Item – Hourly Rates of Personnel Resources		
Principal Engineer		$
Project Manager		$
Senior Engineer		$
Civil Engineer		$
Water Resources Engineer		$
Environmental Specialist		$
GIS Specialist		$
CAD Technician		$
Administrative Support		$

Total Bid Cost: _____

(Amount in Words)

By submitting this quotation, Bidder agrees to complete the entire SOW within 180 calendar days, unless otherwise stated and/or approved by ASPA.

ATTACHMENT C – OFFEROR'S QUALIFICATION FORM

1. NAME OF ORGANIZATION	
2. BUSINESS ADDRESS	
3. TELEPHONE	
-EMAIL ADDRESS	
-FAX NUMBER	
-TAX IDENTIFICATION NUMBER	
4. PRIMARY & SECONDARY CONTACT PERSON	
5. TYPE OF BUSINESS (Please check one)	Corporation Partnership Proprietorship Joint Venture
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.	
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 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 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 E – NON-COLLUSION AFFIDAVIT OF PRIME OFFEROR

I,_____, being first duly sworn deposes and says that:

1. He/She is _____

(Owner, Partner, Representative or Agent)

of _____

(Company Name

of Offeror that has submitted the attached bid.

2. He is fully informed regarding the preparation and contents of the attached bid and of all pertinent circumstances regarding such bid.

3. Such bid is genuine and is not a collusive or false bid.

4. Neither the said Offeror nor any of its officers, partners, owner, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Offeror, firm or person to submit a collusive or false bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Offeror, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against American Samoa Power Authority or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached bid are fair and proper, and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Offeror or any of its agent's representatives, owners, employees, or parties in interest, including this affiant.

_____

(Signed)

_____

(Title)

Subscribed and sworn to before me this _____day of _____, 20___

_____ _____

(Signed) (Title)

My Commission expires _____, 20___

ATTACHMENT F– DEBARMENT OR SUSPENSION CERTIFICATION FORM

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

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

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

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

ATTACHMENT G – SCOPE OF WORK

**Attached Separately

ATTACHMENT H – PREVAILING WAGE RATE COMPLIANCE STATEMENT

Contracts may be subject to both the Fair Minimum Wage Act of 2007 (Public Law 110-28), the federal prevailing wage rates under the Davis Bacon Act. Contractor is responsible for adhering to Territorial and Federal wage payment requirements.

The bidder certifies that the provisions of the Fair Minimum Wage Act of 2007 (Public Law 110-28) and the Federal Davis-Bacon Act will complied with on WW Advanced Primary Treatment Upgrade Study.

Company Name _____

Signature _____

Title _____

Date _____

(Enclosures – General Decision Number AS20240001, January 5, 2024; Fair Minimum Wage Act of 2007-FLSA American Samoa)