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 (RFP)

ASPA26.040

FOR THE CONSTRUCTION OF THE VAITELE LIFT STATION UPGRADING PROJECT

Issuance Date: September 29, 2026

Closing Date: October 30, 2026 at 2:00PM

"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 contractors for the upgrading and improvement of the Vaitele Lift Station. The existing pump is not able to handle the flow from its collection system which has resulted in backflow, and spills that end up into the Pala Lagoon.

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 Friday, October 30, 2026** (the "Closing"), at which time and place bidding will be closed. No bids will be received after the closing. Each bidder is required to submit cost proposals in a separately sealed envelope.

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: **ASPA26.040 – For the Construction of the Vaitele Lift Station Upgrading Project.**

A **pre-bid conference** will be held on **Wednesday, September 30, 2026 at 10:00AM** in the MMO Conference Room of the ASPA Tafuna Compound.

The project is a public works project subject to the prevailing wage rates of the Fair Minimum Wage Act of 2007 (Public Law 110-28), the federal prevailing wage rates under the Davis Bacon Act. Current wage rates may be found at https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/ASminwagePoster.pdf, and information on Davis Bacon and wage determinations can be found at https://sam.gov/content/wage-determinations.

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 – Bid Bond Security Form
- Attachment G – Performance & Payment Bond Instructions
- Attachment H – Performance & Payment Bond Form
- Attachment I – Debarment or Suspension Certification Form
- Attachment J – Scope of Work
- Attachment K – Prevailing Wage Rate Compliance Statement
- Attachment L – Financial 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. Entire bid package must be sent as a PDF file either electronically to procurement@aspower.com with RFP # stated in the subject line, or via a USB device by the date and time listed as closing.

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. Each bid must be accompanied by a bid security of ten percent (10%) of the amount bid. The bid security must be payable to the American Samoa Power Authority in the form of a *cashier's check, or a bid bond* executed by a surety company authorized to do business in the Territory of American Samoa and acceptable to ASPA. ASPA shall retain the bid security of any bidder for the entire duration of the period in which the bid is irrevocable. Any request to return a bid security before the period in which the bid is irrevocable will be treated as a withdrawal of the bid.

Should ASPA award the contract to a bidder and the bidder fails, refuses and/or is unable to execute the Contract and promptly return it with any required performance bond, payment bond, and/or any required proof of insurance, ASPA shall be entitled to the total amount of the bid security as liquidated damages and not as a penalty.

ASPA will release the bid security of all unsuccessful bidders after the Contract has been fully executed and all required bonds and insurance have been provided, or after all bids have been rejected.

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 **270 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 20% 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).
- Builder's Risk Insurance. Unless otherwise modified, 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.

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. 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 one year of substantial completion ordered at ASPA's sole discretion.

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	Sub-Criteria	Weight (%)
Price	N/A	40.00%
Relevant Experience	Similar Projects Completed	15.00%
	Key Personnel Qualifications	10.00%
Project Approach & Schedule	Detailed Work Plan	7.50%
	Realistic Timeline	7.50%
Past Performance	References and Feedback	5.00%
	Compliance (Timely and Quality)	5.00%
Capacity to Perform	Financial Stability	5.00%
	Availability of Resources	5.00%
Total		**100.00%**

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. ASPA26.040

FOR THE CONSTRUCTION OF THE VAITELE LIFT STATION UPGRADING PROJECT

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

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

_____

Signed Seal

_____

Date

ATTACHMENT B – BID FORM

The undersigned, in compliance with this Request for proposal for the construction of the project "FOR THE CONSTRUCTION OF VAITELE LIFT STATION UPGRADING PROJECT" having examined the Contract Documents, the site of the proposed Work and being familiar with all the conditions surrounding construction of the proposed project, having conducted all inquiries, tests and invistigations deemed necessary and proper; hereby proposes to furnish all labor, permits, material, machinery, tools, supplies, equipment and incidentals, and to perform all Work required for construction of the project in strict accordance with the General Conditions, General requirements, Technical provisions, Specifications, Design and Construction Plans, Scope of Works within the time indicated for the following prices of:

#	SCOPE OF WORK	QTY	UM	Unit Cost	Extended Price
1	Mobilization & Demobilization (5% Max)	1	LS		
2	Temporary Bypass Pumping & Existing Conditions/Demolition	1	LS		
3	Lift Station Civil, Structural, Architectural & Electrical Building Work	1	LS		
4	Lift Station Mechanical Work	1	LS		
5	Lift Station Electrical, Instrumentation, Controls & SCADA	1	LS		
6	Odor Control System	1	LS		
7	Force Main Work	1	LS		
8	Testing, Startup, Commissioning & Training	1	LS		
				TOTAL BASE BID	

Total base Bid:_____

(Amount in words)

_____

Name of Company

_____

Date

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 – 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. ASPA26.040 - CONSTRUCTION OF THE VAITELE LIFT STATION UPGRADING PROJECT

Offerors must provide a document that specifically and completely addresses work tasks as specified in the Scope of Work ("SOW")

[Signature Page Follows]

IN WITNESS WHEREOF, we have hereunto set our hands on this bid bond this _____ day of _____ 20___.

Principal: _____ Surety: _____

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Resident Agent

By: _____

Name: _____

Title:
Address for Notices

Address for Notices

_____

_____

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

TERRITORY OF AMERICAN SAMOA

COUNTY OF _____

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

_____.
(Name of signer)

☐ Personally Known

☐ Produced Identification

_____
(Signature Notary)

(Seal)

Type of ID: _____

ATTACHMENT G – PERFORMANCE AND PAYMENT BOND

Performance and Payment Bond Instructions

Based on the Bonding Tier Requirements listed below, a Performance and Payment Bond must be provided within a reasonable time after the execution of the written contract. Both bonds shall be in the amount of $_____ (total project cost). The costs of said bonds shall be included in the contract price. The Performance Bond and Payment Bond must remain in force until the work is completed.

Tier 1: A 20% retainage is required for contracts greater than $35,000 but less than or equal to $5,000,000

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

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

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

RESPECTFULLY
SUBMITTED BY:

_____

(OFFEROR SIGNATURE)

_____

(BY)

_____

(TITLE)

_____

(BUSINESS ADDRESS)

ATTACHMENT H – PERFORMANCE BOND FORM

No. _____

KNOW ALL MEN BY THESE PRESENTS

That _____
(Full name and address or legal title of Contractor)
as Principal, hereinafter called Contractor, and _____
(Surety name & complete address including Zip Code)
a corporation organized and existing under in the laws of the Territory of American Sāmoa, with its principal office in the City/Village of _____
as Surety, hereinafter called Surety, are held firmly bound unto _____
(Owner name, complete address + Zip Code and legal title)
as Obligee, hereinafter called Owner, in the amount of _____
Dollars (_____), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

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

_____
(Project name and Project number)
which contract is by reference made a part hereof, and is hereinafter referred to as the Contractor.

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

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

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

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

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

Signed and sealed this _____day _____of 20_____.

_____

(PRINCIPAL) SEAL

_____

(WITNESS)

_____

(TITLE)

_____ _____

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

_____ _____

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

_____

(RESIDENT GENERAL AGENT)

ATTACHMENT I – 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 J – SCOPE OF WORK

Attached Separately

1) Attachment J1 – Scope of Work
2) Attachment J2 – Bid Drawings
3) Attachment J3 – Technical Specifications

ATTACHMENT K – 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 **CONSTRUCTION OF VAITELE LIFT STATION UPGRADING PROJECT**

Company Name _____

Signature _____

Title _____

Date _____

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

ATTACHMENT L – (UN) AUDITED ACTUALS

(UN)AUDITED ACTUALS FOR PREVIOUS THREE (3) YEARS

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

A. AUDITED ANNUAL TURNOVER OF LAST 3 YEARS

YEA	AMOUNT (USD)
YEAR 1: 2024-2025	
YEAR 2: 2023-2024	
YEAR 3: 2022-2023	

B. WORKING CAPITAL AS PER LAST AUDITED FINANCIAL STATEMENT

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

C. ADDITIONAL INFORMATION

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

INSTRUCTIONS:

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