



American Samoa Power Authority

PO Box PPB

Pago Pago, AS 96799

REQUEST FOR PROPOSALS

Upper Amouli Tank Replacement Project

July 18, 2017

RFP NO.: ASPA17.045.WTR

APPROVED FOR ISSUANCE BY:

UTU ABE MALAE

EXECUTIVE DIRECTOR

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NOTICE TO OFFERORS

REQUEST FOR PROPOSAL

ISSUANCE DATE: July 18, 2017
RFP No.: ASPA17.045.WTR
PROJECT: Upper Amouli Tank Replacement Project
CLOSING DATE/TIME: August 17, 2017 @ 2:00 p.m. American Samoa time

The American Samoa Power Authority (ASPA) invites you to submit a proposal for the provision and construction of a 320,000 gallon replacement tank at Upper Amouli in 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
ASPA 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: July 18, 2017

PROPOSAL INVITATION

IOANA S. ULI, PROCUREMENT MANAGER
AMERICAN SAMOA POWER AUTHORITY
PROCUREMENT OFFICE
P.O. BOX PPB
PAGO PAGO, AS 96799
(684) 248-1234
bids@aspower.com

DATED ISSUED: July 18, 2017

PROPOSAL INVITATION NO: RFP No. ASPA17.045.WTR

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 and one (1) PDF of the complete proposal must be received at the ASPA Procurement Office no later than **August 17, 2017 @ 2:00pm American Samoa Time.**
- 4) The envelope or box must be labeled “**RFP No. ASPA17.045.WTR Upper Amouli Tank 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 S. Uli by email at bids@aspower.com or by hard copy no later than **August 1, 2017 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. ASPA17.045.WTR Upper Amouli Tank 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 **Thirty** (30) 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. ASPA17.045.WTR Upper Amouli Tank Replacement Project**” as of this date, _____ 2017.

Signature of Offeror’s Representative

SIGNIFICANT DATES

The following are significant anticipated Scheduling and Contract Dates for this RFP:

<u>July 18, 2017</u>	Proposal advertisement
<u>August 1, 2017</u>	Deadline for submitting questions and or clarifications
<u>August 8, 2017</u>	Issue addenda to address questions and or clarifications as necessary.
<u>August 17, 2017</u>	Proposal submittal closing date (2:00 pm American Samoa Time)
<u>Week of August 31, 2017</u>	SEB submits recommendation to Procurement Manager
<u>Week of September 7, 2017</u>	Procurement manager submits recommendation to the Executive Director
<u>Week of September 14 2017</u>	Award project to selected Offeror (send Notice of Award to Offeror)
<u>TBA</u>	Effective commencement date of Contract.

DATES ARE SUBJECT TO CHANGE AT ASPA'S DISCRETION

AMERICAN SAMOA POWER AUTHORITY

GENERAL TERMS AND CONDITIONS

FOR

Upper Amouli Tank Replacement Project

I. INTRODUCTION

- A. This project will benefit the residents of Amouli and villages further east from Amouli on the Island of Tutuila in the Territory of American Samoa. The project will focus on the 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 the Bolted-Steel 320,000 gallon Upper Amouli water storage tank have rusted through completely, compromising the structural integrity of this tank. The current state causes very high water loss and may result in catastrophic failure.

This project will replace the Upper Amouli 320,000 gallon Bolted Steel Tank with a new 320,000 gallon storage tank. Replacing the existing tank with a new tank will reduce water loss, ensure stable water pressure to households in the area, and prevent catastrophe to residents in the area from possible tank failure.

- B. The intent of this RFP is to have an agreement based on the successful completion of the SOW (Attachment B).

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

- A. Each Offeror must submit its proposal in a sealed envelope addressed to:
- Ioana S. Uli
ASPA Procurement Manager
P.O. Box PPB
Pago Pago, AS 96799
- B. An original and one (1) copy of the proposal must be received in the Office of Procurement on or before **August 17, 2017 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.

V. PRE-PROPOSAL QUESTIONS

- A. Any pre-proposal questions and/or clarifications shall be submitted in writing to Ioana S. 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 **August 1, 2017 @ 2pm** American Samoa Time. ASPA will then issue addenda to address any questions and/or clarifications as may be necessary.

VI. 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.

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

3. Work plan and Schedule

The Proposer 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 Proposer 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 Proposer 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 Proposer 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 Proposer to assist ASPA in its considerations of the proposals.

VIII. CONTRACT AND PAYMENT TERM

- A. The term for this contract is 180 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 a percentage of the Contract amount based on the Performance Bond Requirements in Attachment H, 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.

IX. 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, 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. ASPA will not be held responsible in any way for claims filed by the successful Offeror or its employees for services employed under the terms of this RFP or the contract.

X. 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.

XI. 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 | 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.

XII. ATTACHMENTS

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

XIII. QUALIFICATION OF OFFERORS

- A. At minimum, the Offeror shall submit the information required by the Offeror's Qualification Form (Attachment D) 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.

XIV. 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.

XV. 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.

XVI. 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).

XVII. 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 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.
- 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.

XVIII. 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.

XIX. 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 V, 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 Acting Procurement Manager in Writing.

XX. 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.

XXI. 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.

XXII. 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 Upper Amouli Tank Replacement Project laid out in 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.

ATTACHMENT A

PROPOSAL TRANSMITTAL FORM

Date: _____

AMERICAN SAMOA POWER AUTHORITY

American Samoa Government

To Whom It Concerns:

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. ASPA17.045.WTR

Upper Amouli Tank Replacement Project

In accordance with the Scope of Work (Attachment B), 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 Page Five of this document, "SPECIAL REMINDERS TO PROSPECTIVE OFFERORS" to verify that all four submittal requirement boxes have been checked.)

Signed

Seal

Date

ATTACHMENT B

BID FORMS

To: **American Samoa Power Authority.**

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

Project Title: **Upper Amouli Tank Replacement Project.**

RFP #: _____

Bidder: _____

Date: _____

All copies of tank installation manuals and maintenance manuals are to be handed over from the contracted 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 five (5) years.

320,000 GALLON WELDED STEEL STORAGE TANK			
<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.1 320,000 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 Welded Steel Tank (AWWA D100 Compliant), NOM Diameter 48'; NOM height 24.5'; NOM Capacity – 320,000 gallons. Refer to Site Plan Dwg in Attachment K and Tank	LS	\$	\$

Specifications in Attachment J.			
Furnish all supervision, labor, materials, equipment and services required for the complete installation of a welded 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 Tank Foundation	LS	\$	\$
This line item is for a new tank foundation if needed for this project. Design and installation of a new foundation for the new tank. The design of the tank foundation shall be stamped by a U.S certified structural Professional Engineer. 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 this pay item. <i>If the existing concrete foundation is suitable for the new tank, this cost item will be deducted from the total bid award.</i>			
B.1.4 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 this pay item.			
B.1.5 Temporary Tank and connections (60,000 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 320,000 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 (Dwg ID: C4 in Attachment K) 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.			

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

WATER TANK ALTERNATE BIDS:

<p>ALT 1. Bolted Stainless Steel (316SS) Tank: NOM Diameter 48'; NOM height 24.5'; NOM Capacity – 320,000 gallons. Refer to Site Plan Dwg in Attachment K and Tank Specifications in Attachment J.</p>	LS	\$	\$
<p>Furnish all materials, supervision, labor, equipment, and services required for the complete installation of a Bolted Stainless 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>			
<p>ALT 2. Bolted Glass Fused to Steel Tank: NOM Diameter 48'; NOM height 24.5'; NOM Capacity – 320,000 gallons. Refer to Site Plan Dwg in Attachment K and Tank Specifications in Attachment J.</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>			
<p>ALT 3. Epoxy Coated Bolted Steel Tank: NOM Diameter 48'; NOM height 24.5'; NOM Capacity – 320,000 gallons. Refer to Site Plan Dwg in Attachment K and Tank Specifications in Attachment J.</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>			

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 C

SCOPE OF WORK

UPPER AMOULI TANK REPLACEMENT PROJECT

I. BACKGROUND

Bolts and Panels on the Bolted-Steel 320,000 gallon Upper Amouli water storage tank have rusted through completely, compromising the structural integrity of this tank. The current state causes very high water loss and may result in catastrophic failure. Figures 1a, 1b and 1c shows the deteriorating state of this tank.



Fig.1a: High leakage from rusted panels and bolts.



Fig.1b: Water spraying out from rusted tank panels.



Fig.1c: Deteriorating condition of Upper Amouli Tank.

II. SCOPE OF WORK:

Replace the existing 320,000 gallon tank for the Upper Amouli area with a better corrosive resistant water tank. This tank is providing potable water supply and required fire-protection to residents of Upper Amouli and the eastern district. The Upper Amouli Water Storage Tank is located at elevation 272.62' above mean sea level. The existing tank is accessed via a 10 foot wide concrete road from the main road.

Responsibilities of the Proposer

1. Principle Contractor

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

1. Install a temporary by-pass tank with all necessary piping and connections to serve ASPA customers for the duration of this project (See project drawings Attachment K).
2. Remove existing 320,000 gallons bolted steel tank. Demolition and disposal of the old tank, and any road improvements that will be needed is incidental to this work.
3. Evaluate the suitability of the existing foundation and anchor bolts for new tank construction.
4. Install a new 320,000 gallons 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. ASPA will decide which tank option to select for construction.

5. Construct a new chain link security fence and gates around new tank.
6. Provide a 10 year warranty on the tank or as per industry standard, whichever is greater.

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 two subcontractors be nominated in the proposal and that the sub-contractors selected are experienced and recognized as experts at providing the services according to industry standards quoted in the technical specifications (see Attachment J).

Proposers can nominate a single subcontractor to provide more than one of the specialist services provided the company nominated can show adequate credentials and experience. Suppliers 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 D

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 E

DISCLOSURE STATEMENTS

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

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

of _____ the Offeror, that has submitted
(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
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_____	_____	_____
_____	_____	_____
_____	_____	_____

(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 G

**BID BOND SECURITY
INSTRUCTIONS**

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

ATTACHMENT H

**BID BOND SECURITY
FORM**

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

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

RFP No. ASPA17.045.WTR-Upper Amouli Tank Replacement Project

The proposed project will improve the ocean diffuser performance, longevity and general water quality in the area of the diffuser system.

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 _____, 2017.

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 I
PERFORMANCE BOND REQUIREMENTS

Based on the Bonding Tier Requirements listed below, a Performance and Payment Bond must be provided within 30 days 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 2017.

(PRINCIPAL) SEAL

(WITNESS)

(TITLE)

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

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

(RESIDENT GENERAL AGENT)