

**OFFICE OF PROCUREMENT  
REQUEST FOR QUOTE (RFQ)  
SUPPLY AND DELIVERY  
OF  
WATER INVENTORY EMERGENCY ORDER**

**February 13, 2018**

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**RFQ No. ASPA18.030.WHS-WTR**

**APPROVED FOR ISSUANCE BY:**

**UTU ABE MALAE**

**ASPA Executive Director**

## NOTICE TO OFFERORS

**ISSUANCE DATE:** February 13, 2018

**RFQ NO.** ASPA18.030.WHS-WTR  
**Supply and Delivery of Water Inventory Emergency Order**

**CLOSING DATE/TIME:** March 2, 2018 at 2:00 pm American Samoa time

The American Samoa Power Authority (ASPA) invites qualified offerors to submit Quotes for the Supply and Delivery of Water Inventory Emergency Order. The complete description of required deliverable is listed in the Attachment F, Quote Form.

A complete RFQ package may be picked up from the ASPA Procurement Office located at the Tafuna New Operations Building inside the ASPA compound. You may also view this RFQ online at ASPA's website, [www.aspower.com](http://www.aspower.com) or [bids@aspower.com](mailto:bids@aspower.com). For more information about this RFQ, please contact the following person(s):

Ioana S. Uli  
ASPA Procurement Manager  
ASPA Procurement Office  
PH: 684-248-1164  
[procurement@aspower.com](mailto:procurement@aspower.com)

**The American Samoa Power Authority reserves the right to:**

1. Reject all quotes and reissue a new or amended RFQ;
2. Request additional information from any Offeror submitting a quote;
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; and/or
5. Waive any non-material violations of rules set up in this RFQ at its sole discretion.

**Approved for Issuance: Utu Abe Malae, Executive Director**

**QUOTE SOLICITATION**

AMERICAN SAMOA POWER AUTHORITY:  
IOANA S. ULI, PROCUREMENT MANAGER  
PROCUREMENT OFFICE  
PO BOX PPB  
PAGO PAGO, AS 96799  
(684) 248-1164

ISSUANCE DATE:           **FEBRUARY 13, 2018**  
REQUEST FOR QUOTE NO:   **RFQ NO. ASPA18.030.WHS-WTR**

This Request for Quote shall require an original, one PDF electronic copy to be submitted in a sealed envelope, box, or other enclosure addressed to Ioana S. Uli, ASPA Procurement, P.O. Box PPB, Pago Pago, AS 96799. All submittals must be received at ASPA Procurement Office no later than **March 2, 2018 at 2:00 pm American Samoa time.**

The envelope or box must be labeled:

**RFQ NO. ASPA18.030.WHS-WTR- SUPPLY AND DELIVERY OF WATER INVENTORY EMERGENCY ORDER**

**Quotes must be in the actual possession of the Procurement Office at the location indicated, on or prior to the exact date and time indicated above.**

A copy of this solicitation and any addenda may be obtained from our Internet Website at: <http://www.aspower.com> by selecting the Procurement link and the associated solicitation number.

Late submittals will not be opened or considered and will be determined as non-responsive. The prevailing clock shall be ASPA Procurement clock. All Offerors shall provide sufficient written and verifiable information that responds to the requirements set forth herein, the Contract Documents, and in the Scope of Purchase OR Material Specifications.

Offerors may submit their Quotes through the following mean:

Electronic File Transfer – The Offeror may submit the Quote using the electronic mail facility. This will enable the Offerors to upload Quotes file by email attachment. The Quotes must be uploaded before **2:00 pm on March 2, 2018, American Samoa Time.**

**AMERICAN SAMOA POWER AUTHORITY**

**SPECIAL NOTICE TO PROSPECTIVE OFFERORS**

Offerors are reminded to read the Solicitation Instructions and General Terms and Conditions attached to a Quote Solicitation to ascertain that all of the following requirements (see check boxes) of the quote are submitted in the quote envelope at the date and time for quote opening.

- [x]           **1.       QUOTE FORMS**  
Attachment A: Offeror’s Transmittal Form  
Attachment B: Offeror’s Quote Form  
Attachment C: Offeror’s Qualifications Sheet  
Attachment D: Disclosure Statements  
Attachment E: Non-Collusion Affidavit of Prime Offeror  
Attachment F: Quote Form

- [x]           **2.       BUSINESS LICENSE**  
  
Offerors must submit current business license as stated below (see General Terms and Conditions for more information).

- [x]           **3.       QUOTE**  
  
The Quote must include all of the following to be deemed responsive:
  - a. The Offeror’s quote price for the supply and delivery of all materials listed in the Offeror’s Transmittal form.
  - b. All items as listed above in #1 from Attachments A to F.

**This Notice must be signed and returned in the Quote envelope. Failure to comply with requirements will mean disqualification and rejection of the quote.**

I, \_\_\_\_\_, authorized representative of \_\_\_\_\_, acknowledged receipt of this special reminder to prospective Offerors together with Quote Solicitation Number #: **RFQ No. ASPA18.030.WHS-WTR – Water Supply and Delivery of Inventory Materials** \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Offeror’s Representative's Signature

**TERMS AND CONDITIONS  
OF THE SOLICITATION FOR QUOTES**

- 1.       Quote Preparation Instructions**  
The quote must contain two (2) parts. Offerors shall prepare their Quotes in detail accordingly.
  - a.       Quote Price. Offerors must set forth the rate for each item as stated on the Quote Form, which is incorporated herein as if fully set forth.
  
  - b.       Warranty Description. Include any extended warranties

- 2       Scope of Work**

- a.       **General:**

- I. It is the intention of these specifications to describe the minimum requirements for the Transmission and Distribution Inventory materials.
- II. Warranty: Products must include separate written description of manufacturer's warranty with explicit instruction as to how warranty repairs/returns will be handled. Additional supplier/distributor warranties shall be accepted and considered in the awarding of points.

The complete description of required deliverables is listed in the attached SOW and Attachment F, which is incorporated herein as if fully set. Forth.

**3. Pre-Bid Questions/Clarifications** Any pre-bid Questions/Clarifications shall be submitted to [aspabids@aspower.com](mailto:aspabids@aspower.com) in writing (through electronic mail or hard copy) no later than **4:00 p.m. on February 19, 2018**. ASPA shall issue addenda to address any questions and or clarifications as necessary.

**4. Qualification of Offerors**

ASPA may make such investigations as it deems necessary to determine the ability of the offeror to perform the work, and/or supply materials, and the offeror shall furnish such information and data for this purpose as ASPA may request, or the offeror may be deemed non-responsive. The Offeror shall submit at least that information required by the section entitled "Offeror's Qualification Data".

**5. Multiple Quotes: Collusion**

If any one party submits more than one quote or a quote in the name of its clerk, partner or other person n, all quotes submitted by said party may be rejected by ASPA. This shall not prevent an offeror from submitting alternate quotes when called for. A party who proposed prices on materials is not thereby disqualified from quoting prices to other offerors or from submitting a quote directly to ASPA. If ASPA believes that collusion exists among any offerors, none of the participants in such collusion shall be considered. Quotes in which the contract prices are unbalanced or unrealistic may be rejected at ASPA's sole discretion.

**6. Offeror's Understanding**

Each Offeror must understand and acknowledge the conditions relating to the execution of the work and it is assumed that it will make itself thoroughly familiar with all of the Contract Documents prior to execution of the written contract. Offeror shall comply with federal and territorial statutes and ordinances relative to the executing of the work. This requirement includes, but is not limited to, applicable regulations concerning protection of public and employee safety and health, environmental protection, historic preservation, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees, and similar subjects.

**7. Submission of Quotes**

All blank spaces in the quote form must be completed in ink. Prices quoted shall be in United States dollars in both words and figures where required. No changes shall be made in the phraseology of the forms. Written amounts shall govern in cases of discrepancy between the amounts stated in writing and the amounts stated in figures. In case of discrepancy between unit prices and totals, unit prices will prevail. Any quote shall be deemed informal which contains omissions, erasure, alterations or additions of any kind, or prices uncalled for, or in which any of the prices are obviously unbalanced, or which in any manner shall fail to conform to the conditions of the Notice to Offerors. The Offeror shall sign the quote in the space provided. If the Offeror is a corporation, the legal name of the corporation shall be set for the above, together with the signature of the officer or offices authorized to sign Contracts on behalf of the corporation. The typewritten name shall be inserted with each signature. If the Offeror is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign Contracts on behalf of the partnership. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a notarized power-of-attorney must be on file with ASPA prior to opening of Quotes or submitted with the quote, otherwise the quote will be regarded as not properly authorized.

**7. Rejection of Quotes**

ASPA may, after opening but prior to award and within the time specified for acceptance, reject any or all Quotes, or the quote for any one or more commodities or contracted services included in the proposed contract, when the public interest will be served thereby.

**8. American Samoa Licenses, Permits, Taxes and Import Duties**

The successful offeror(s) shall be cognizant of and comply with all American Samoa Government (ASG) laws and ordinances pertaining to licenses, permits, tax structure and import duties.

**9. Successful Offeror(s) License**

Offerors from off-island shall be licensed in accordance with the provisions of its state and country and shall be skilled and regularly engaged in the general type and size of work called for under this RFQ. All offerors shall have an American Samoa Business license prior to execution of contract.

**10. Withdrawal of Quote**

Any quote may be withdrawn prior to the scheduled time for the opening of quotes by notifying ASPA in a written request. No quote may be withdrawn after the time schedule for opening of quotes.

**11. Opening and Comparison of Quotes**

In accordance with ASPA Procurement Rule § 3-110, quotes will be opened and recorded as part of the record for the Source Evaluation Board (SEB) on the assigned date and at the time indicated above at the Procurement Conference Room in the new Operations Building or in another place designated by the ASPA Procurement Manager in writing.

**12. Evaluation Criteria**

These criteria will be used by the SEB to evaluate quotes:

0-20 points	Manufacturer experience with fabrication of T&D Inventory items and warranty description/inclusiveness
0-20 points	Shipping and Lead Time Delivery
0-60 points	Inventory prices, per unit or per grouping
100 points	Total (best possible score)

ASPA reserves the right to award by item, groups of items, sections or total quote, whichever is in the best interest of ASPA. ASPA may reject any quote, in whole or in part, or reject all quotes if it determines that the lowest quote exceeds the funds available for purchase, or if the lowest quote is considered in excess of current reasonable market prices.

**13. Payment**

Payment terms are as follows:

20% due as a down payment upon signing of Contract.

40% due upon arrival of Materials.

40% due 30 days after arrival by ASPA inspection of the complete order.

ASPA will not pay any penalties or late fees.

**14. Bill of Sale**

Successful Offeror(s) shall render Bill(s) of Sale for each item delivered under this solicitation. Failure to comply with this requirement will result in rejection of delivery. The Bill(s) of Sale must accompany the items delivered but will not be considered as an invoice for payment. Supplier shall bill ASPA in accordance with billing instructions as indicated on the Purchase Order.

**15. Manufacturer's Certificate**

Successful Offeror(s) is required, upon delivery of any item under this solicitation, to furnish a certificate from the manufacturer indicating the goods meet the specifications. Failure to comply with this request will result in rejection of delivery.

**16. Tied Quotes**

If one or more offerors quote the same unit price or total amount, whether in whole or in part, the Procurement Manager shall have the authority to award the quote to any one of the offerors based on scoring on other criteria, or by drawing lots in public, at ASPA's sole discretion. The Procurement Manager also has the authority to reject all such quotes.

**17. Brand Names**

Any reference in the solicitation to a manufacturer's brand name or number is due solely to ASPA's lack of a satisfactory specification for the commodity's description. Such reference is intended to be descriptive, but not restrict, and is intended to be included for the sole purpose of indicating to prospective offerors a description of the article or services that will be satisfactory. Quotes on comparable items will be considered provided the offeror clearly states in its quote the exact item it is offering and how it differs from ASPA's specification and/or description.

**18. Descriptive Literature**

Descriptive Literature as specified in this solicitation must be furnished as a part of the quote and must be received at the date and time for opening quotes. The literature furnished must clearly identify the item(s) in the quote. The descriptive is required to establish, for the purpose of evaluation and award, details of the product(s) the offeror proposes to furnish including design, materials, components, performance characteristics, methods of manufacture, construction, assembly or other characteristics that are considered appropriate. Rejection of the quote will be required if the descriptive literature(s) do not show the product(s) offered conform(s) to the specification and other requirements of this solicitation. Failure to furnish the descriptive literature(s) by the time specified in the solicitation will require rejection of the quote.

**19. Inspection**

All supplies, materials, equipment, or services delivered under the Purchase Order shall be subjected to the inspection and/or test conducted by ASPA at destination. If in any case the supplies, materials, equipment, or services are found to be defective in material, workmanship, performance, or otherwise do not conform to the specifications, then ASPA shall have the right to reject the items or require they be corrected at no additional cost to ASPA. The number of days required for correction will be determined by ASPA.

**20. Seller's Invoices**

Invoices shall be prepared and submitted (one copy shall be marked "original") unless otherwise specified. Invoices shall be "certified true and correct" and shall contain the following information: Purchase Order number, item numbers, description of supplies or services, sizes, quantities, unit prices, shipping and handling insurance, extended total and any other non-product costs associated with the order. Bill of Lading number and weight of shipment will be shown for shipments made on Government bills of lading.

**21. Justification of Delay**

If the offeror is not able to meet the specified pick-up and/or delivery date, it is required to notify the Warehouse Manager of such delay. [Notification shall be in writing and shall be received by the Warehouse Manager at least twenty-four (24) hours before the specified delivery date.] Notification of delay shall include an explanation of the causes of the reason for the delay including statement(s) from supplier or shipping company causing the delay. ASPA reserves the right to reject delay justification if, in the opinion of the Warehouse Manager such justification is not adequate.

**22. Basis of Award**

A Source Evaluation Board (SEB) will evaluate quotes. The Executive Director, based on recommendations by the Procurement Manager, shall approve SEB members. Submission of a quote shall constitute a waiver of any challenge or dispute of 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 offeror(s) whose quote(s) are determined to have a reasonable chance of being selected for award. These discussions shall only be conducted for obtaining clarification from the offeror(s) on its quote(s) to ensure full understanding of and responsiveness to the RFQ requirements. Discussions shall be conducted individually with each offeror and care shall be exercised to ensure that no information derived from competing quotes is disclosed. All offerors with whom discussions are conducted shall be accorded an opportunity to revise their quotes in response to specific quotes will be evaluated by a Source Evaluation Board (SEB).

The results of the evaluation will be documented, and a written recommendation by the SEB will be sent to the Procurement Manager. The Procurement Manager, upon receiving the SEB's recommendation, shall forward to the Executive Director and/or to the Board of Directors for final approval. ASPA reserves the right to make the award to the offeror(s) that submit a quote(s), which meets the requirements set forth herein and is in the best interest of ASPA after taking into consideration the aforementioned factors. ASPA reserves the right to select portions of a quote, or to reject any and all quotes.

**16 Assignment**

The successful offeror(s) shall not assign, transfer, convey, or otherwise dispose of the award, or its right, title or interest therein, or its power to execute the purchase, to any other persons, firms or corporations without the previous consent in writing to ASPA.

**24 Insurance**

The successful offeror(s) shall obtain the insurance coverage designated herein and pay all costs associated therewith. Such insurance shall be for the coverage of the shipment of materials to ASPA Tafuna Warehouse.

**25 Compliance with Laws**

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

**26 Offeror's Qualification Data**

It is the intention of ASPA to award a contract only to the Contractor who is able to furnish satisfactory evidence that it has the requisite experience and ability and that it has sufficient capital, facilities and plan to enable it to perform the work successfully and promptly and to complete it within the term set forth in the contract. Each Offeror shall submit as part of the total quote package information as specified in Attachment D

**27 Delivery and Remedies for Default**

All proposed prices are to include delivery to the place designated by ASPA which shall be the ASPA's Tafuna Warehouse.

All prices quote are to be CIF ASPA Tafuna Warehouse. Contractor shall be responsible for filing all claims for damage or loss resulting from shipment, and shall provide timely remedy to ASPA for any loss thereby incurred.

All items covered by this contract shall be subject to inspection and acceptance at destination. Any material found to be damaged, as well as broken seals on packages or unmarked packages shall be removed and replaced by the Contractor at no cost to ASPA.

In the event any item furnished by the Contractor in performance of the contract should fail to comply with the specifications established as a basis for award of the Solicitation, ASPA may reject the same, and it shall thereupon become the duty of the Contractor to reclaim and remove the same forthwith without expense to ASPA, and immediately to replace all such rejected items with others conforming to said specifications; provided that should the Contractor fail, neglect or refuse to do so, ASPA shall thereupon have the right to purchase in the open market, at the then prevailing price, a corresponding quantity of any such items, and to deduct from any monies due or that may thereafter become due to the Contractor the difference between the price named in the contract and the actual cost thereof to ASPA. In addition and without limiting any other remedies available to ASPA, the Contractor shall be liable for all losses, costs and expenses incurred by ASPA.



Acceptance of items at destination shall not relieve the Contractor from the obligation to correct any incomplete, inaccurate, or defective deliveries in accordance with these General Conditions. The time of delivery as set forth herein is an integral part of this Solicitation and resulting contract. If Contractor fails to make delivery within the time established and agreed upon by both parties, ASPA may, at its option, declare the Contractor to be in default, and his Quotes and resulting contract to be null and void or ASPA shall charge the Contractor a fee of \$50 per day until the default has been remedied.

Contractors shall be excused from performing hereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing in the customary way because of fire, strike, acts of God, partial or total interruption, providing it is satisfactorily established that the non-performance is not due to fault or negligence of the party not performing.

**28 Product Guarantee**

Products sold under the contract must be guaranteed by the vendor.

Orders not filled and partials shall be indicated on the packing list. Vendor shall inform the Warehouse Manager of anticipated delivery date for unfilled and partial orders.

**29 Return Policy**

Products can be returned for full credit within 30 days from the date of purchase. If an item is received damaged or defective, the vendor will replace the item at no charge. Should ASPA encounter a warranty/return issue, the product will be returned to the vendor for full credit or a replacement.

**30 Specifications**

All specifications included as a part of this Solicitation are designed to set forth the level of quality and performance desired by ASPA, and is intended to be descriptive, not restrictive. Whenever any article, material, or equipment is described by use of a product or brand name, or by using the name of a manufacturer or vendor, the use of same is for informative purposes only, and the term "or equal" if not inserted, is implied.

Offerors may submit alternate offers on items they deem to be equal or superior in quality and performance to the specifications set forth. However, such offers must designate the manufacturer, brand or trade name, and model number of the items offered, and be accompanied by descriptive material in the form of literature, catalog cuts and specifications fully describing the items proposed, and detailing any deviations from the specification established by ASPA. Failure to provide this information will be at Offeror's risk and may be cause for rejection of the items offered.

ASPA reserves the right to require such additional information, samples and, if practicable, demonstration of items offered as may be necessary to allow a full and complete evaluation of all Quotes. Samples and/or demonstrations will be supplied promptly and free of charge to ASPA. Failure to provide samples within a set of business days agreed upon by both parties may be grounds for quote rejection. Samples will upon request, and if not destroyed by testing, be returned at the Offeror's expense.

The responsibility to determine the equivalence of quality and performance of any item offered to the specifications established for this Solicitation rests solely with ASPA and its decision shall be final.

ASPA reserves the right to require such additional information, samples and, if practicable, demonstration of items

**31 Conflict of Interest**

No member, officer, or employee of ASPA during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in any property included, or any contract for property, materials, or services to be furnished or used in connection with this contract or the proceeds thereof.

**32 Indemnification**

Contractor agrees to investigate, defend and hold ASPA harmless from and against any and all loss, damage, liability, claims, demands, detriments, cost, charges and expense (including attorney's fees), and causes of action of whatsoever character which ASPA may incur, sustain or be subjected to, arising out of or in any way connected to

the services to be performed by Contractor or subcontractor under this Contract and arising from any cause, except the sole negligence of ASPA.

**33 Representation Regarding Ethics in Public Procurement**

The offeror represents that it has not knowingly influenced and promises that it will not knowingly influence an ASPA employee to breach any of the ethical standards and represents that it has not violated and promises that it will not violate the prohibition against gratuities and kickbacks set forth in § 0-103 of the American Samoa Power Authority Procurement Rules.

**33 Representation Regarding Contingent Fees**

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

**35 Change Orders**

Any change order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of § 3-301(a) of the American Samoa Power Authority Procurement Rules.

**36 Award, Cancellation, and Rejection**

Contract award shall be made to the lowest responsible and responsive offeror per unit or per grouping, whose quote is determined to be the most advantageous to ASPA, taking into consideration the evaluation factors set forth in the solicitation. No other factors or criteria shall be used in the evaluation.

ASPA reserves the right to waive any minor irregularities in the quote received. The Procurement Manager shall have the authority to award, cancel, or reject Quotes, in whole or in part for any one or more items if she determines it is in the best public interest. It is the policy of ASPA to award contracts to qualified Offerors. ASPA reserves the right to increase or decrease the quantity of the items for award and make additional awards for the same type items based on the quotation prices for a period of thirty (30) days after the original award. No award shall be made under this solicitation that shall require 100% advance payment.

**ATTACHMENT A**  
**OFFEROR'S TRANSMITTAL FORM**

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

AMERICAN SAMOA POWER AUTHORITY  
American Samoa Government

To Whom It May Concern:

The undersigned (hereafter called an Offeror), \_\_\_\_\_  
(Corporation, Partnership or Individual)

hereby proposes and agrees to furnish all the necessary information pertaining to:

**RFQ No. ASPA18.030.WHS-WTR –WATER T & D INVENTORY MATERIALS**

In accordance with the Scope of Purchase Quote Form (Attachment F), General Terms and Conditions, the item Specifications and other procurement requirements specified in this document for the prices stated in the itemized Quote 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 Quote form attached hereto.

The undersigned has read and understands the Quote requirements, and is familiar with and knowledgeable of the local conditions at the island-wide location(s) where the work is to be performed. The Offeror has read the RFQ Instructions and General Terms and Conditions attached to ascertain that all of the requirements (see boxes) of the quote are submitted in the quote envelope, with an original, one PDF electronic copy, and five (5) hard copies, at the date and time for quote opening. (See Page 6 of this document, "SPECIAL NOTICE TO PROSPECTIVE OFFERORS" to verify that all submittal requirement boxes have been checked).

\_\_\_\_\_  
Signed

Seal

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

**ATTACHMENT B**

**QUOTE FORM**

In compliance with the above Request for Quotes, the undersigned proposes to provide all materials in strict accordance with the General Conditions, General Requirements, Technical Specification Schedules, Specifications for the Supply and Delivery of Water Inventory Emergency Order (SEE SCOPE OF PURCHASE QUOTE FORM)

**TO:** **American Samoa Power Authority, Attn: Procurement Manager**

**ADDRESS:** **PO Box PPB, Pago Pago, American Samoa 96799**

**TITLE:** **Supply and Delivery of Water Inventory Emergency Order**

**RFQ#:** **RFQ No. ASPA18.030.WHS-WTR**

**OFFEROR:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**DATE:** \_\_\_\_\_, **2018**

Lead time must be listed for the Supply and Delivery of Water Inventory Emergency Order: \_\_\_\_\_

All blanks on the Quote Form shall be typewritten or handwritten in blue or black ink. Refer to separate spreadsheet.

IN WITNESS THEREOF, the undersigned has caused this instrument to be executed by its duly authorized officers on this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

OFFEROR:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTACHMENT C**

**OFFEROR'S QUALIFICATION SHEET**

(Please Print or Type and Complete All Sections. An incomplete section will be considered Non-responsive. Use additional sheets if necessary.)

1. Name of Offeror \_\_\_\_\_

2. Name of Official Representative \_\_\_\_\_

3. Business Address/e-mail  
\_\_\_\_\_  
\_\_\_\_\_

4. Telephone, Fax and Official Contact Person  
\_\_\_\_\_  
\_\_\_\_\_

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5. Type of Business Structure (Please check)

\_\_\_\_ Corporation    \_\_\_\_ Partnership    \_\_\_\_ Joint Venture

\_\_\_\_ Proprietorship

NOTE: Corporations must complete the recordation of their Articles of Incorporation, which is evidenced by the Certificate of Incorporation issued by the Treasurer of the American Samoa Government. Copies of partnership agreements and articles of incorporation should be submitted to the Revenue Branch along with this application form and relevant documents. Aliens cannot operate sole ownership enterprises, and partnerships with aliens are subject to review by the Immigration Board.

6. Number of years the Offeror has been engaged in its current company business under the present firm name indicated \_\_\_\_\_

7. Type of work generally performed by Offeror  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. List all major projects of a similar nature to the purchase delivery of **RFQ No. ASPA18.030.WHS-WTR - Supply and Delivery of Water Inventory Emergency Order**, which have been completed by the Offeror within the last three years, the total dollar amount of each project and the owner/contact person as a reference (attach additional sheets as necessary).

**ATTACHMENT D**  
**DISCLOSURE STATEMENTS**

This form must be completed by all Offerors and submitted with the quote.

I \_\_\_\_\_ (Name of owner or partner- all partners must complete a form) of \_\_\_\_\_, the Offeror that has submitted the attached quote:

(Name of company)

(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).

\_\_\_\_\_ (Signed)  
(Title)

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

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 ASPA employees to quote on and receive government contracts provided they disclose such relationships at the time of quoting.

**ATTACHMENT E**  
**NON-COLLUSION AFFIDAVIT OF PRIME OFFEROR**

\_\_\_\_\_ being first duly sworn deposes and says that:

1. He/She is \_\_\_\_\_ (Owner, Partner, Representative or Agent) of \_\_\_\_\_ the Offeror that has submitted the attached quote.
2. He is fully informed regarding the preparation and contents of the attached quote and of all pertinent circumstances regarding such quote.
3. Such quote is genuine and is not a collusive or false quote.
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 quote in connection with the Contract for which the attached quote has been submitted or to refrain from quoting 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 quote 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 \_\_\_\_\_, 2018

\_\_\_\_\_  
(Signed)

\_\_\_\_\_  
(Title)

My Commission expires \_\_\_\_\_.

**ATTACHMENT F**

**QUOTE FORM**

**(Attached Separately)**