



**American Samoa Power Authority**

P.O Box PPB, Pago Pago AS 96799

Tel. (684) 699-3057

Email: [bids@aspower.com](mailto:bids@aspower.com); [procurement@aspower.com](mailto:procurement@aspower.com)

Website: [www.aspower.com](http://www.aspower.com)



**REQUEST FOR QUOTES (RFQ)  
FOR  
WATER CONSTRUCTION INVENTORY MATERIALS**

**RFQ NO.ASPA20.046.WHS-WTR**

**Issuance Date: AUGUST 21, 2020**

**Closing Date: SEPTEMBER 18, 2020**

**APPROVED FOR ISSUANCE:**

**WALLON YOUNG F.  
ASPA Executive Director**

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## NOTICE TO OFFERORS

**ISSUANCE DATE:** AUGUST 21, 2020  
**RFQ NO.** ASPA20.046.WHS-WTR  
**PROJECT NAME:** Water Construction Inventory Materials  
**CLOSING DATE/TIME:** SEPTEMBER 18, 2020 at 2:00 pm American Samoa Time

The American Samoa Power Authority (ASPA) invites qualified offerors to submit Quotes for the Water Construction Inventory Materials.

Scope of Purchase: The complete description of required deliverables is listed in the attached Scope of Purchase Quotation Form

Documents:

This Quotation may be viewed online on ASPA Website [www.aspower.com](http://www.aspower.com). Offerors may also pick up a complete package at:

ASPA Procurement Office  
Utu Abe Malae Operations Center  
Tafuna, American Samoa 96799

For more information about this RFQ, you may contact ASPA:

Renee Leotele Togafau Mata'utia  
Tel. (684) 699-3057  
[renee@aspower.com](mailto:renee@aspower.com)

The American Samoa Power Authority reserves the right to:

1. Reject all Quotations and reissue a new or amended RFQ;
2. Request additional information from any Offeror submitting a Quotation;
3. Negotiate a Contract with the firm selected for award; and
4. Waive any non-material violations of rules set up in this RFQ at its sole discretion.

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Approved for Issuance: WALLON YOUNG F., Executive Director



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**QUOTE SOLICITATION**

AMERICAN SAMOA POWER AUTHORITY:  
Procurement Office  
P.O. BOX PPB  
PAGO PAGO, AS 96799  
(684) 699-3057

**ISSUANCE DATE:** AUGUST 21, 2020  
**RFQ NO.** ASPA20.046.WHS-WTR  
**PROJECT NAME:** Water Construction Inventory Materials  
**CLOSING:** SEPTEMBER 18, 2020 at 2:00PM

1) This Request for Quote shall require an original and one PDF electronic copy to be submitted in a box, or other enclosure. All submittals must be received at ASPA Procurement Office no later than **2:00 p.m. on SEPTEMBER 18, 2020**. The envelope or box must be labeled:

**ASPA Procurement Office**  
**Attn: Renee Leotele Togafau Mata'utia**  
**P.O. Box PPB, Pago Pago, AS 96799.**  
**RFQ NO. ASPA20.046.WHS-WTR**

**PROJECT NAME: Water Construction Inventory Materials**

Quotations 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. Final proposal, if sent electronically, must be sent to [renee@aspower.com](mailto:renee@aspower.com), subject line: "RFQ No. ASPA20.046.WHS-WTR Water Construction Inventory Materials." Five (5) hard copies are required for all proposals exceeding twenty-five (25) pages.

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.**

Any and all inquiries pertaining to the RFQ shall be sent or emailed to the Procurement Manager at [bids@aspower.com](mailto:bids@aspower.com) by **September 4, 2020 at 2:00 pm, local time.**

\*\*\*An Addendum will be issued to address all inquiries soon after.

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 Work OR Material Specifications.

Offerors may submit their Quotations through the following mean:

Electronic File Transfer – The Offeror may submit the Quotation using the electronic mail facility. This will enable the Offerors to upload Quotation file by email attachment. The Quotations must be uploaded before 2:00 PM on SEPTEMBER 18, 2020, American Samoa Time.

**NOTICE TO OFFERORS:**

This Quotation is subject to the attached General Terms and Conditions of the Request for Quotes for:

**RFQ NO.ASPA20.046.WHS-WTR  
Water Construction Inventory Materials**

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 provided, unless otherwise specified by an Offeror. In consideration of the expense of the American Samoa Power Authority in opening, tabulating, and evaluating this and other Quotations, and other considerations such as the schedule, the undersigned agrees that this Quotation shall remain firm and irrevocable for One Hundred Twenty Day (120) calendar days from the listed Quotation opening date or until a construction services agreement may be jointly enacted between ASPA and the undersigned party.

It is the responsibility of each Offeror before submitting a Quotation to (a) examine the documents contained in the Quotation package thoroughly; (b) visit the site or to otherwise become familiar with local conditions that may in any manner affect cost, progress, or performance of the work; (c) become familiar with federal, territorial, and local laws and ordinances, rules and regulations that may in any manner affect cost, progress, or performance of the work; (d) study and carefully correlate Offeror's observations with the Quotation package documents; and (d) notify ASPA of all conflicts, errors, or discrepancies in the Quotation package documents.

Soliciting or accepting any gift, gratuity, favor, entertainment, kickback or any items of monetary value from any person who has or is seeking to do business with ASPA is prohibited. Any vendor knowing of this type of activity is encouraged to report in confidence to ASPA's legal department so the matter can be dealt with.

SIGNED: \_\_\_\_\_ DATE \_\_\_\_\_



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Website: [www.aspower.com](http://www.aspower.com)



**SPECIAL NOTICE TO PROSPECTIVE OFFERORS**

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

- [x] 1. QUOTATION FORMS
  - Attachment A: Offeror’s Transmittal Form
  - Attachment B: Offeror’s Quote Form
  - Attachment C: Offeror’s Qualification Sheet
  - Attachment D: Disclosure Statement
  - Attachment E: Non-Collusion Affidavit of Prime Offeror

- [x] 2. BUSINESS LICENSE

Offerors must submit current business AND current contractor’s license as stated below (see General Terms and Condition for more information).

- [x] 3. QUOTATION

The Quotation 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 E.

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

I, \_\_\_\_\_, authorized representative of \_\_\_\_\_, acknowledge receipt of this special reminder to prospective Offerors together with Quotation Invitation #: RFQ NO.ASPA20.046.WHS-WTR Water Construction Inventory Materials, this date of \_\_\_\_\_, 2020.

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

## TERMS AND CONDITIONS OF THE REQUEST FOR QUOTATIONS

(SUPPLY CONTRACTS)

### 1. QUOTATION PREPARATION INSTRUCTION

The quote must contain two (2) parts. Offerors shall prepare their Quotes in detail accordingly.

1. Quote Price. Offerors must set forth the rate for each item as stated on the Bid Form.
2. Warranty Description. Include any extended warranties.

### 2. SCOPE OF WORK

These specifications are intended to describe the *minimum* requirements for the Supply and Delivery of Overhead Hardware Inventory Materials

Products must include a separate written description of the 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 Attachment B.

### 3. PRE-BID QUESTIONS/CLARIFICATIONS

Any pre-bid Questions/Clarifications shall be submitted to [bids@aspower.com](mailto:bids@aspower.com) & [procurement@aspower.com](mailto:procurement@aspower.com) or hard copy, delivered to the ASPA Procurement Office no later than **2:00pm on September 4, 2020**. 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 will be deemed non-responsive. The Offeror shall submit at least that information required by the section entitled "Offeror's Qualification Sheet" or Attachment C.

### 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 persons, 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 offeror, 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. Offerors are required to submit quotes using the Bid Form in Excel. Prices quoted shall be in United States currency 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 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 the opening of Quotes, or submitted with the quote, otherwise the quote will be regarded as not properly authorized.

## **8. ATTACHMENTS**

Attachment A: Offeror's Transmittal Form  
Attachment B: Technical Specifications for Materials & Quotation Form  
Attachment C: Offeror's Qualifications Sheet  
Attachment D: Disclosure Statements  
Attachment E: Non-Collusion Affidavit of Prime Offeror

## **9. 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.

## **10. AMERICAN SAMOA LICENSES, PERMITS, TAXES & IMPORT DUTIES**

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

## **11. 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 Sāmoa Business license prior to execution of contract.

## **12. 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.

## **13. OPENINGS & 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). Unless the Procurement Manager determines that satisfactory evidence exists that a "mistake" has been made, as set forth in Procurement Rule § 3-114, Offerors will not be permitted to revise their Quotations after Quotation opening.



**14. EVALUATION CRITERIA**

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

<b>0-30 points</b>	Manufacturer experience with fabrication of ESD water items and warranty description
<b>0-20 points</b>	Shipping and Lead Time Delivery
<b>0-50 points</b>	Inventory prices, per unit or per grouping
<b>100 points</b>	Total (best possible score)

The successful offeror will be required to provide submittals upon receipt of a Notification to Award.

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 quotes is considered in excess of current reasonable market prices.

**15. PAYMENT**

Net 30 days upon receipt of materials.

ASPA will not pay any penalties or late fees.

**16. 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.

**17. MANUFACTURER’S CERTIFICATE**

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

**18. 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.

**19. 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.

**20. 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.

## **21. SELLER'S INVOICE(S)**

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 & Handling Insurance
- Extended total
- Other Non-product costs associated with the order

Bill of Lading number and weight of shipment will be shown for shipments made on government bill of lading.

## **22. 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.

## **23. 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 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 discussion 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).

Award is made to the lowest *responsive, responsible* Offeror providing the best value to the American Samoa Power Authority. The results of the SEB 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 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.

## **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 plant 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 Quotation package, the following information:

1. Name of organization;
2. Address and phone number of home office, principal place of business and locations and contact information for any branch offices;
3. Type of business structure, e.g., corporation, partnership, joint venture, proprietorship;
4. Place of organization or state of incorporation;
5. Names and addresses for all owners for businesses other than corporations;

*For corporations*, list the names and addresses of directors, officers and stockholders with twenty percent (20%) ownership interest or greater;

Places, including individual states and territories of the United States, where registered as a foreign corporation;

1. Name of awarding agency or owner for which work was performed;
2. Dates of performance;
3. Whether performance was completed within the specified time under the contract and, if not, why; and
4. The names and addresses of three references, at least one of which should be a bank or other lending institution, governmental agency or bonding company.

All Quotation prices are to include delivery to the place designated by ASPA which shall be CIF Pago Pago. No charges for delivery, parcel post, packing, cartage, insurance, license fees, or for any other purpose will be paid by ASPA.

## **27. DELIVERY AND REMEDIES FOR DEFAULT**

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 Invitation, 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 Invitation 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 Quotations and resulting contract to be null and void or ASPA shall charge the Contractor a fee of \$100 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.

Offeror shall indicate in its Quotation the lead time for delivering.

ASPA shall be notified by the vendor if the product ordered cannot be delivered within the time period to give ASPA the opportunity to secure product elsewhere.

ASPA reserves the right to purchase products on open market if vendor cannot supply products within time specified in this contract.

## **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 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 Invitation 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 Quotations. 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 Quotation 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 Invitation 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. 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.

### **32. AWARD, CANCELLATION, AND REJECTION**

Contract award shall be made to the responsible Offeror submitting the lowest responsive Quotation. No other factors or criteria, unless otherwise stated, shall be used in the evaluation.

ASPA reserves the right to waive any minor irregularities in the Quotation received. The Procurement Manager shall have the authority to award, cancel, or reject Quotations, 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.

### **33. MULTIPLE QUOTATIONS – COLLUSION**

If more than one Quotation is submitted by any one party or in the name of its clerk, partner or other person; all Quotations submitted by said party may be rejected by ASPA. This shall not prevent an Offeror from submitting alternate Quotations when called for. A party who has proposed prices on materials is not thereby disqualified from quoting prices to other Offerors or from submitting a Quotation directly to ASPA.

If ASPA believes that collusion exists among any Offerors, none of the participants in such collusion shall be considered. Quotations in which the contract prices are unbalanced or unrealistic may be rejected at ASPA's sole discretion.

### **34. ASSIGNMENT**

The Contractor's obligation and duties under this contract shall not be assigned in whole or in part by the Contractor without the prior written approval of ASPA.

### **35. CONTINGENT FEES**

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

### **36. WITHDRAWAL OF QUOTATION**

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

### **37. EXECUTION OF CONTRACT**

The Contractor shall, after receiving the Notice of Award, sign a contract within ten (10) days and deliver to ASPA the contract, together with all any requirements included in this Quotation document.

### **38. RFQ CONDITIONS**

This RFQ does not commit ASPA to award a contract or to pay any cost incurred in the preparation of a Quotation. The American Samoa Power Authority reserves the right to:

- Reject any Offeror for being non-responsive to Quotation requirements contained in this RFQ or for being non-responsible;
- Reject all Quotations and reissue an amended RFQ;
- Negotiate a contract with the Offeror selected for award; and
- Waive any non-material violations of rules contained in this RFQ.

ASPA reserves the right to issue any addendum to this RFQ. Offerors shall send ASPA a signed form confirming receipt of any addendum, and shall submit supporting/additional information as required by any addendum. In the event that an Offeror fails to acknowledge receipt of any such addendum in the space provided, such Offeror's Quotation shall be considered irregular and will be accepted by ASPA only if it is in ASPA's best interest, as determined by ASPA in its sole discretion. In the event that addenda are not received until after the Offeror has submitted its Quotation, a supplementary Quotation may be submitted revising the original Quotation. Such supplementary Quotations must be received by ASPA prior to the closing date and time.

### **39. PRICES**

*All prices Quotation shall be firm and **not** subject to increase if accepted during the acceptance period.* Quotations containing an "escalation clause" will not be considered unless specifically authorized by ASPA in the Request for Quotes.

For each item Quotation, a unit price and a total for the quantity must be stated. The unit price shall always control.

All prices shall be CIF (Cost, Insurance and Freight) destination (Pago Pago). The seller is permitted to transport the goods to the American Samoa Power Authority at his own expense and risk.

**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.ASPA20.046**

PROJECT NAME: **WATER CONSTRUCTION INVENTORY MATERIALS**

In accordance with the Materials Specification (Attachment B), General Terms and Conditions, the Project Specifications, Approved Design and Construction Plans, and other procurement requirements specified in this document for the prices stated in the itemized Quotation 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 Quotation form attached hereto.

The undersigned has read and understands the Quotation 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 Quotation are submitted in the Quotation envelope, with an original, one PDF electronic copy, and five (5) hard copies, at the date and time for Quotation 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 – BID FORM**

**(See Excel sheet for list of materials)**

The Offeror shall submit together with this Quotation all other resources, together with a corresponding schedule required to complete the job. Quotations without the foregoing will be considered non-responsive and may cause the rejection of the Quotation at ASPA’s sole discretion. All blanks on the Quotation Form shall be typewritten or handwritten in blue or black ink.

Lead time must be listed for the supply and delivery of Water Construction Inventory Materials.

1. **SUBCONTRACTORS.** A list of intended subcontracting firms or businesses together with the type or description of the work to be subcontracted shall be attached to this Quotation Form.

IN WITNESS THEREOF, the undersigned has caused this instrument to be executed by its duly authorized officers on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

OFFEROR:

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

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

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



**ATTACHMENT C**

**OFFEROR'S QUALIFICATIONS 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 for the supply of materials for Water Construction, 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).

- Order Name \_\_\_\_\_  
Date Completed \_\_\_\_\_ Total Order Cost \$ \_\_\_\_\_  
Name of Owner \_\_\_\_\_

Owner's phone number \_\_\_\_\_

- Order Name \_\_\_\_\_  
Date Completed \_\_\_\_\_ Total Order Cost \$ \_\_\_\_\_  
Name of Owner \_\_\_\_\_  
Owner's phone number \_\_\_\_\_
- Order Name \_\_\_\_\_  
Date Completed \_\_\_\_\_ Total Order Cost \$ \_\_\_\_\_  
Name of Owner \_\_\_\_\_  
Owner's phone number \_\_\_\_\_

9. Have you ever sued or been sued by any Government Agency?

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10. If so, name the agency and reasons thereof

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11. If so, state case settlement, if settled

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

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

I \_\_\_\_\_ (Name of owner or partner- all partners must complete a form) of \_\_\_\_\_, the Offeror that has submitted the attached Quotation:  
(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 Quotation on and receive government contracts provided they disclose such relationships at the time of opening.

**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 Quotation.
  
2. He is fully informed regarding the preparation and contents of the attached Quotation and of all pertinent circumstances regarding such Quotation.
  
3. Such Quotation is genuine and is not a collusive or false Quotation.
  
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 Quotation in connection with the Contract for which the attached Quotation has been submitted or to refrain from any 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 Quotation 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 \_\_\_\_\_, 2020.

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

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

My Commission expires: \_\_\_\_\_, 2020.