



American Samoa Power Authority

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



REQUEST FOR QUOTATIONS

**SUPPLY & DELIVERY OF AUNU’U DESALINATION SYSTEM
FOR THE
WATER SALINITY REDUCTION PROJECT**

RFQ NO. ASPA24.007

Issuance Date: NOVEMBER 10, 2023

Closing Date/Time: DECEMBER 15, 2023 at 2:00PM

APPROVED FOR ISSUANCE BY:

**WALLON YOUNG F.
ASPA Executive Director**

NOTICE TO OFFERORS

Issuance Date: NOVEMBER 10, 2023
RFQ No. ASPA24.007
Project Name: Supply & Delivery of Aunu'u Desalination Project for the Water Salinity Reduction Project
Closing Date/Time: DECEMBER 15, 2023 at 2:00PM American Samoa Time

The American Samoa Power Authority (ASPA) hereby solicits quotations for the SUPPLY & DELIVERY OF AUNU'U DESALINATION SYSTEM FOR THE WATER SALINITY REDUCTION PROJECT. This project is funded using ARPA funds.

Scope of Purchase. The complete description of required deliverables is listed in the Bid Form.

Documents. Each Offeror must submit their quote in a sealed enveloped address to the Procurement Manager. An original, five (5) copies and one PDF electronic copy of the quote must be received at the ASPA Procurement office no later than 2:00PM on the closing date mentioned above. Quote submittals may also be sent electronically via email to procurement@aspower.com. This Request for Quotes may be viewed online at www.aspower.com.

Questions and/or concerns regarding this RFQ may be directed to:

Renee Leotele Togafau-Matautia
(684) 699-3057
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. 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.

Approved for Issuance: Wallon Young F., Executive Director

INVITATION TO BID

You are hereby invited to bid for requirements of the American Samoa Power Authority

| | | | | | |
|----------------|------------|----------------------|------------|----------------------|--------|
| Bid No. | ASPA24.007 | Closing Date: | 12/15/2023 | Closing Time: | 2:00PM |
|----------------|------------|----------------------|------------|----------------------|--------|

Description:

**SUPPLY & DELIVERY OF AUNU’U DESALINATION
SYSTEM FOR THE WATER SALINITY REDUCTION
PROJECT**

INSTRUCTIONS

1) This REQUEST FOR QUOTE shall require a Cost Quote to be submitted on the bid form included in this package

2) All required submittals, including the Cost Quote must be addressed to the ASPA Procurement Manager at the ASPA Tafuna Compound, or via email to procurement@aspower.com. Hard copies may also be sent to:

American Samoa Power Authority c/o Procurement
P.O BOX PPB
Pago Pago, AS 96799

3) One Original, Five (5) hard copies and one (1) PDF of the complete Quote must be received at the ASPA Procurement Office no later than the date listed above. Hard copies will be required for Quotes exceeding twenty-five (25) pages.

4) Late submittals will not be opened or considered and will be determined as non-responsive.

NOTE TO OFFERORS

This RFQ is subject to the attached General Terms and Conditions of **“RFQ NO. ASPA24.007 Supply & Delivery of Aunu’u Desalination System for the Water Salinity Reduction 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 quotation. In consideration of the expense to the American Samoa Power Authority in opening, tabulating and evaluating this and other quotes, and other considerations such as the schedule, the undersigned agrees the quotation shall remain firm and irrevocable within **One Hundred Twenty (120)** calendar days from the closing date to supply any and all of the items for which prices are quoted. Offerors may be requested to extend the validity period of their Quotes, on the same terms and conditions, if the internal processes are not finalized with the validity period.

Signed: _____

Date: _____

SPECIAL NOTICE TO PROSPECTIVE OFFERORS

Offerors are reminded to read the Solicitation Instructions and General Terms and Conditions attached to this RFQ to ascertain that all of the following requirements (see RFQ Check List) of the Quotation are submitted in the Quotation envelope at the date and time mentioned in the Invitation to Bid.

▪ **Quotation Forms**

- Attachment A – Quote Transmittal Form
- Attachment B – Quote Form
- Attachment C – Offeror’s Qualification Sheet
- Attachment D – Disclosure Statement
- Attachment E – Non-Collusion Affidavit
- Attachment F – Debarment Certification Form

▪ **Business License**

Offerors must submit current business AND contractor’s license as stated in the General Term and Conditions.

▪ **Quotation**

To be deemed responsive, the Offeror must include all the items listed above, as well as any additional documents requested via an addendum.

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
Number: RFQ NO. ASPA24.007 Supply & Delivery of Aunu’u Desalination System for the Water
Salinity Reduction Project as of this _____ day of _____
2023.

Offeror’s Representative’s Signature

TERMS AND CONDITIONS OF THE INVITATION FOR QUOTATIONS

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

1. **Cost Proposal.** The Offeror's Quotation price for all services and materials, including a breakdown of project costs (e.g., estimated costs for materials, cost for labor, shipping, etc...) must be provided on the Bid Form.
2. **Submittals.** Offeror must provide submittals for all materials listed in the Bid Form that are to be supplied.

Quotation. All blank spaces in the Quotation 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 Quotation 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 Quotation in the space provided. Quotations containing alterations will be rejected unless the alterations are crossed out and corrections thereof printed in ink or typewritten adjacent thereto and initialed by the person signing the Quotation. In addition, a statement must be furnished with the Quotation signed by the Offeror explaining the correction of the alteration or erasure.

Corporation. If the Offeror is a Corporation, the legal name of the corporation shall be listed on all the required attachments, together with the signature of the officer 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 Quotations or submitted with the Quotation, otherwise the Quotation will be regarded as not properly authorized.

Alternate Quotations. Alternate Quotations will not be considered unless authorized by the invitation, or via an addendum. Alternate quotations are those offered which do not meet the specification(s) and are not considered approved equal to the item specified.

Submission of Quotations. All interested parties must submit an original, five (5) hard copies and a PDF electronic copy in a sealed envelope, subject to the Terms and Conditions of the Request for Quotations and General Conditions, which are incorporated herein by reference, and such other provisions and specifications are attached or incorporated by reference. Each section proposed must be complete.

If the closing date falls on a weekend, or public holiday recognized by ASPA, the closing date shall be the next business day.

| | |
|---|--|
| Quote Submission Date & Time | DECEMBER 15, 2023 at 2:00PM |
| Location of Submission | ASPA Tafuna Compound Procurement Office P.O Box PPB Pago Pago, AS 96799 procurement@aspower.com |

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

Pre-Quotation Questions. Any pre-quotation questions and/or clarifications shall be submitted in writing to the Procurement Office through electronic mail at procurement@aspower.com. Bidders are prohibited from engaging ASPA officers and employees, other than Procurement staff. All responses will be addressed via an Addendum.

Payment Terms. Net 30 days upon receipt of materials. ASPA reserves the right to reject any quotation that does not meet these terms.

Type of Contract. Services, materials, product or equipment provided and delivered by the Contractor will be performed under a firm fixed-price, lump sum contract agreement. The Contractor, as an independent contractor, shall furnish the necessary equipment, personnel, tools, parts, supplies, insurance, licenses, and all other required items and services and otherwise do all things necessary to meet the requirements specified in these documents to the satisfaction of ASPA on per unit cost basis.

An independent contractor is not an agent, or an employee of ASPA. ASPA will not be held responsible in any way for claims filed by the Contractor or its employees for services performed under the terms of this RFQ or the contract.

Award of Contract. Within thirty (30) calendar days after the opening of the Quotations, unless otherwise stated in the Notice to Offerors, ASPA will accept one of the Quotations in accordance with the section entitled "Basis of Award" below. The acceptance of the Quotation will be by written Notice of Award, mailed or delivered to the office designated in the Quotation. In the event of failure of the lowest responsive and best responsible Offeror to sign and return the award acceptance, with acceptable payment and performance bonds, as prescribed herein, ASPA may award the contract to the next lowest responsive and best responsible, qualified Offeror. Such award, if made, will be made within ninety (90) days after the opening of Quotations. Before a contract is finalized, ASPA may require the selected Offeror to submit a complete statement of the origin, composition, manufacture and availability of replacement parts and services for any or all materials to be used in the work, together with samples. These samples may be subjected to the tests provided for in these contract documents to determine their quality and fitness for the work.

Primary Offeror. The award, if made, may be made to a single Offeror. The selected primary Offeror will be responsible for the successful performance of all subcontractors and support services offered in response to this Quotation. Furthermore, ASPA will consider the primary Offeror to be the sole point of contact regarding contractual matters for the term of the Agreement. The Offeror must not assign financial documents to a third-party without prior written approval by ASPA, and an amendment to the resulting Agreement.

Business License. All Offerors shall be appropriately licensed in accordance within the state, territory, and/or country of the Offeror's origin and shall be skilled and regularly engaged in the general type and capacity of work called for under this RFQ.

Insurance. The Contractor 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. ASPA does not own goods during shipment.

Basis of Award. Award is made to the lowest responsive and best responsible Offeror providing the best value to the American Samoa Power Authority.

At the time of Quotation opening, each Quotation will be checked for the presence or absence of required information in conformance with the submission requirements of this RFQ. A Source Evaluation Board (SEB) will evaluate each Quotation to determine its responsiveness to the published requirements. The identities and individual scores of the SEB are confidential.

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.

Negotiations are not allowed and price is the major determining factor for selection and award.

Quotations will be evaluated according ASPA’s Procurement Rules, and criteria set forth in these Quotation documents.

ASPA reserves the right to award by section(s), or item(s), or as a whole package of all sections.

Qualification of Offeror. ASPA may make such investigations as it deems necessary to determine an Offeror’s ability to enter into and perform the agreement, and the Offeror shall furnish to ASPA such information and date for this purpose as ASPA may request, or the Offeror may be deemed non-responsive.

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.

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 contract, and tender documents prior to submission of a Quotation.

Each Offeror shall inform itself of, and 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.

Costs of Transportation. The Offeror will be expected to include in its Quotation, among other things, costs of transporting product, equipment and materials to and from American Samoa.

Equipment Warranty & Maintenance Requirements. All quotes should include the warranty cost of equipment and workmanship warranty, or length of warranty specified in the materials specifications. Warranties shall include the cost of all parts, labor, equipment, shipping, and onsite visits to repair or replace any deficient equipment, material, or workmanship.

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 scheduled for opening of Quotations.

Opening and Evaluation of Quotations. Quotations will be opened and recorded by the approved Source Evaluation Board (SEB).

Execution of Contract. Upon receiving a Notice of Award, Contractor must return a signed acceptance of the award by the date and time prescribed in the Notice of Award. A contract and/or Purchase Order will be delivered to the Contractor.

Assignment. The Contractor shall not assign, transfer, convey or otherwise dispose of the award or the contract, or its right, title or interest therein, or its power to execute such contract, to any other persons, firms or corporations without the prior consent in writing of ASPA.

Time Is Of the Essence. Time is of the essence in supplying and delivering the materials required under this RFQ.

RFQ Conditions. This RFQ does not commit ASPA to award a contract, or to pay any cost incurred in the preparation of a Quotation. ASPA reserves the right to:

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

Addendum. ASPA reserves the right to issue any addendum to this RFQ. Offerors shall send ASPA a signed Addendum confirming receipt. In the event that an Offeror fails to acknowledge receipt of any such Addendum, such Offeror's Quotations 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.

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

Award, Cancellation and Rejection. Award shall be made to the lowest and best responsible bidder. ASPA reserves the right to waive any more 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 s/he determines it is in ASPA's best 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.

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 the required information under Attachment D – Offeror's Qualification Form.

Delivery and Remedies for Default. All proposed prices are to include delivery to the place designated by ASPA which shall be the ASPA Tafuna Warehouse. All price Quotations are to be FOB destination. 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 materials 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. 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 its 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, act 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 the order to American Samoa. 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 the time specified in this contract.

Prices. All prices in the Quotation shall be firm and not subject to an increase if accepted during the acceptance period. Quotations containing an “escalation clause” will not be considered unless specifically authorized by ASPA in the RFQ. Prices shall be in US Dollars. Quotations received in any currency other than US Dollars, will be converted using the rates assigned by ASPA.

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 Tafuna ASPA Warehouse. The Seller hereunder must at his own expense and risk, transport the goods to the named place and there tender delivery.

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 Procurement Manager of anticipated delivery date for unfilled and partial orders.

New Materials. Except as to any supplies or components which the specifications provide need not be new all supplies and components to be provided under this contract shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production, and of the most suitable grade for the purpose intended.

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.

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, materials, 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.

Alternate Offers. 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.

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.

Warranty. The Contractor warrants:

- that goods, supplies, materials, and equipment covered by this contract conform to the specifications, design, drawings, samples and other descriptions referred to in this contract;
- that such goods, supplies, materials and equipment are free from defects in materials and workmanship, patent or latent; and
- that such goods, supplies, materials, and equipment are fit for ordinary purposes for which they are used, and fit for such particular purposes as the Contractor has reason to know or should know

Conflict of Interest. No member, officer, or employee of ASPA during their 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.

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.

ATTACHMENT A – QUOTE TRANSMITTAL FORM

| | |
|---|--|
| American Samoa Power Authority To Whom It May Concern: The undersigned (hereafter called “Offeror”), _____ (Corporation, Partnership or Individual) hereby proposes and agrees to furnish all the necessary information pertaining to: | |
| Bid No. | RFQ NO. ASPA24.007 |
| Description | SUPPLY & DELIVERY OF AUNU’U DESALINATION SYSTEM FOR THE WATER SALINITY REDUCTION PROJECT |
| <p>In accordance with the Materials Specification, General Terms and Conditions, 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.</p> <p>The undersigned has read and understands the Quote requirements, and is familiar with and knowledgeable of the local conditions with which the materials to be supplied will be used. The Offeror has read the RFQ and General Terms and Conditions attached to ascertain that all of the requirements 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.</p> | |
| Signed | |
| Date | |

ATTACHMENT B – BID FORM

TO: American Samoa Power Authority, Attn: Procurement Manager
 ADDRESS: P.O. Box PPB, Pago Pago, American Samoa, 96799
 TITLE: **Supply & Delivery of Aunu’u Desalination System for Water Salinity Reduction Project**
 RFQ NO. **ASPA24.007**

| ITEM# | SCOPE OF WORK | SOW REF. | LUMP SUM FEE |
|----------------------------|---|--|--------------|
| 1 | Desalination System Supply and Furnish all equipment, materials, installation, maintenance instructions and technical support services required for the installation of the desalination system for Aunu’u Island. Note: 500 residents, Source water is seawater and required permeate after desalination is at least 60gpm (+/-15%) | See SOW Background & Sec.1, Sec.4 | |
| 2 | Training & Commissioning | Sec.1 & Sec.4 | |
| 2.1 | Training | | |
| 2.2 | Commissioning | | |
| 3 | 2 Years’ Worth of Spares and Start Up Parts to ensure ongoing uninterrupted operation for the system. Include itemized list and cost for all parts | Sec.1 | |
| 4 | Other – Technical details to be specified in proposal and labelled Bid Item#4 | | |
| 5 | Shipping (CIF) and transportation to American Samoa Power Authority, Tafuna | | |
| 6 | Any other additional costs – please specify | | |
| TOTAL LUMP SUM COST | | | |

- Offeror must include a detailed bill 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.
- Submittals must be approved by ASPA prior to shipment.
- All blanks on the Bid Form shall be typewritten or handwritten in blue or black ink.

- The undersigned, in compliance with this RFQ, must be familiar with all the conditions surrounding the proposed project, having conducted all inquiries, and investigations deemed necessary and proper to provide the best Desalination System for Aunu'u Island.
- Any and all copies of the Desalination System installation and maintenance manuals are to be handed over from the selected Offeror to ASPA, for operational maintenance of the new Desalination System after construction and installation.
- Offeror must provide technical support services for the lifetime of the equipment being offered. The Offeror and/or Manufacturer shall include a Warranty on all equipment, materials, and workmanship for a specified period. At a minimum, the warranty shall provide assurance against defects in all equipment and materials and workmanship for a period of ten (10) years.

IN WITNESS THEREOF, the undersigned has caused this instrument to be executed by its duly authorized officers on this _____ day of _____, 2023.

OFFEROR:

By: _____

Name: _____

Title: _____

ATTACHMENT C – OFFEROR’S QUALIFICATION SHEET

(Please print or type 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/Email: | |
| 4. Telephone, Fax & Official Contact Person | |
| 5. Type of Business Structure | <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Joint Venture <input type="checkbox"/> Proprietorship |
| <i>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.</i> | |
| 6. Number of Years Offeror Has Been Engaged In Its Current Company Business Under the Present Firm Name Indicated | |
| 7. Type of Work Generally Performed by Offeror | |

ATTACHMENT D – DISCLOSURE STATEMENTS

| <p>I _____, of _____, (Name of Owner or Partner – All Partners must complete a form) (Name of Company)</p> <p>the Offeror that has submitted the attached Quotation:</p> <p align="center"><i>(Complete one of the two following statements)</i></p> | | | | | | | | | | | | | | | | | | | | |
|---|-------------------------|------------------|------|-------------------------|------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| <p>1. I have no immediate relatives (parents, children, siblings or spouse) who are currently employed by ASPA.</p> <hr/> <p align="center">(Signed) (Title)</p> | | | | | | | | | | | | | | | | | | | | |
| <p>2. I have immediate relatives (parents, children, siblings or spouse) who are currently employed by ASPA. Their names and positions are as follows:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 33%;">Name</th> <th style="width: 33%;">Relationship to Offeror</th> <th style="width: 33%;">Position in ASPA</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table> <hr/> <p align="center">(Signed) (Title)</p> | | | Name | Relationship to Offeror | Position in ASPA | | | | | | | | | | | | | | | |
| Name | Relationship to Offeror | Position in ASPA | | | | | | | | | | | | | | | | | | |
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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 Quotation 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. S/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 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 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. |

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____ 202 ____, by

(Name of Signer)

Personally Known

(Signature Notary)

Produced Identification

(Seal)

Type of ID: _____

ATTACHMENT F – DEBARMENT OR SUSPENSION CERTIFICATION FORM

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

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

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

| | | | |
|--|--|----------------|--|
| Bidder’s Name: | | | |
| Bidder’s Address: | | | |
| Bidder’s Telephone & Email Address: | | | |
| Authorized Company Official’s Name (Printed): | | | |
| Signature of Company Official: | | | |
| EIN: | | DUNS #: | |

SEPARATE ATTACHMENTS

- SCOPE OF WORK – WATER SALINITY REDUCTION PROJECT – PHASE II