



American Samoa Telecommunications Authority

Acting Chairman
Alex Sene Jr.

Chief Executive Officer
Folasaitu Sorepa Fata Thomas

REQUEST FOR PROPOSALS

'Ili'ili CO AC Replacement

RFP NO. ASTCA001-2026

ISSUANCE DATE: July 23, 2026

CLOSING DATE/TIME: August 22, 2026 at 2:00p.m. Local Time

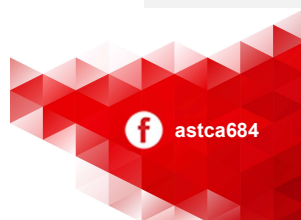
APPROVED FOR ISSUANCE BY

FOLASAITU SOREPA THOMAS
ASTCA CEO

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NOTICE TO BIDDERS

Issuance Date: July 23, 2026

RFP No. ASTCA001-2026

Project Name: Ili'ili CO AC Replacement

Closing Date/Time: August 22, 2026, at 2:00PM American Samoa Time

The American Samoa Telecommunications Authority (ASTCA) hereby solicits proposals for 'Ili'ili CO AC Replacement.

Scope of Work. The complete description of required deliverables is listed in Exhibit B.

Documents. Each Bidder must submit their proposal in a sealed envelope addressed to the Procurement Specialist. An original, five (5) copies and one PDF electronic copy of the proposal must be received at ASTCA Headquarters no later than 2:00PM on the closing date mentioned above. Proposal submittals may also be sent electronically via email to procurement@astca.net.

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

Ted Le'iato
Ted.leiato@astca.net

Fa'asala Augafa
Faasala.augafa@astca.net

ASTCA reserves the right to:

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

APPROVED FOR ISSUANCE BY

FOLASAITU SOREPA THOMAS
ASTCA CEO

INVITATION FOR PROPOSALS You are hereby invited to bid for requirements of ASTCA					
Bid No.		Closing Date:	August 22, 2026	Closing Time:	2:00 PM
Description:		'Ili'ili CO AC Replacement			
INSTRUCTIONS 1) This REQUEST FOR PROPOSALS shall require a Cost Quote to be submitted with the Proposal as specified in Exhibit B included in this package. 2) All required submittals, including the Cost Quote, must be addressed to the ASTCA Procurement Specialist at ASTCA Headquarters as follows: ASTCA c/o Procurement Aleki Sene Sr. Bldg. Tafuna, AS 96799 or via email to procurement@astca.net. 3) One Original, Five (5) hard copies and one (1) PDF of the complete Quote must be received at the ASTCA 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 BIDDERS This RFP is subject to the attached General Terms and Conditions of "RFP NO. ASTCA001-2026 'Ili'ili CO AC Replacement." The undersigned offers and agrees to furnish within the time specified, the articles and services at the price stated opposite the respective terms listed on the schedule of the cost Proposal. In consideration of the expense to ASTCA in opening, tabulating and evaluating this and other proposals, and other considerations such as the schedule, the undersigned agrees the proposal 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. Bidders 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 BIDDERS

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

Proposal Forms

- Attachment A – Proposal Transmittal Form
- Attachment B – Scope of Work
- Attachment C – Bidder’s Qualification Sheet
- Attachment D – Disclosure Statement
- Attachment E – Non-Collusion Affidavit
- Attachment F – Debarment Certification Form
- Attachment G – Required Contract Clauses

Business License

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

Proposal

To be deemed responsive, the Bidder 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 Proposal envelope. Failure to comply with requirements will mean disqualification and rejection of the Proposal.

I, _____ authorized representative of
_____ acknowledge receipt of this special reminder
to prospective Bidders together with Proposal Invitation Number: RFP NO. ASTCA001-2026 ‘Ili’ili CO AC
Replacement as of this _____ day of
_____ 2026.

Bidder’s Representative’s Signature

TERMS AND CONDITIONS OF THE INVITATION FOR PROPOSALS

The Proposal must contain two (2) parts. Bidders shall prepare their Proposals in detail accordingly.

1. **Cost Proposal.** The Bidder's Proposal price for all services, including a breakdown of project costs (e.g. cost for labor, etc.) must be provided with the Proposal.
2. **Submittals.** Bidder must provide submittals for all aspects of the Scope of Work (Exhibit B) that are to be supplied.

Proposal. All blank spaces in the Proposal 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 Proposal 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 Bidders. The Bidder shall sign the Proposal in the space provided. Proposals 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 Proposal. In addition, a statement must be furnished with the Proposal signed by the Bidder explaining the correction of the alteration or erasure.

Corporation. If the Bidder 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 Bidder 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 ASTCA prior to opening of Proposals or submitted with the Proposal, otherwise the Proposal will be regarded as not properly authorized.

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

Submission of Proposals. 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 Proposals 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. Include company profile, project team, references, and detailed cost breakdown.

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

Quote Submission Date & Time	July ____, 2026 at 2:00PM
Location of Submission	ASTCA Headquarters Finance Office Tafuna, AS 96799 procurement@astca.net

Bid Security and Bonds. Bid security in the amount of 5% of the amount of the proposal will be required. Failure to provide said security will be grounds for rejection.

For contracts less than \$100,000, a contract bond shall be required. For contracts greater than \$100,000, payment and performance bonds shall be required. Bonds shall be in an amount sufficient to protect ASTCA's interests.

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

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

Payment Terms. Net 30 days upon receipt of materials. ASTCA reserves the right to reject any proposal 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 ASTCA on per unit cost basis.

An independent contractor is not an agent, or an employee of ASTCA. ASTCA 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 RFP or the contract.

Award of Contract. Within thirty (30) calendar days after the opening of the Proposals, unless otherwise stated in the Notice to Bidders, ASTCA will accept one of the Proposals in accordance with the section entitled "Basis of Award" below. The acceptance of the Proposal will be by written Notice of Award, mailed or delivered to the office designated in the Proposal. In the event of failure of the lowest responsive and best responsible Bidder to sign and return the award acceptance, with acceptable payment and performance bonds, as prescribed herein, ASTCA may award the contract to the next lowest responsive and best responsible, qualified Bidder. Such award, if made, will be made within ninety (90) days after the opening of Proposals. Before a contract is finalized, ASTCA may require the selected Bidder 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 Bidder. The award, if made, may be made to a single Bidder. The selected primary Bidder will be responsible for the successful performance of all subcontractors and support services offered in response to this Proposal. Furthermore, ASTCA will consider the primary Bidder to be the sole point of contact regarding contractual matters for the term of the Agreement. The Bidder must not assign financial documents to a third-party without prior written approval by ASTCA, and an amendment to the resulting Agreement.

Business License. All Bidders shall be appropriately licensed in accordance with the territory and/or country of the Bidder's origin and shall be skilled and regularly engaged in the general type and capacity of work called for under this RFP.

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 ASTCA. ASTCA does not own goods during shipment.

Basis of Award. Award is made to the lowest responsive and best responsible Bidder providing the best value to ASTCA. At the time of Proposal opening, each Proposal will be checked for the presence or absence of required information in conformance with the submission requirements of this RFP. A Source Evaluation Board (SEB) will evaluate each Proposal to determine its responsiveness to the published requirements. The identities and individual scores of the SEB are confidential.

Unless the Procurement Specialist determines that satisfactory evidence exists that a "mistake" has been made, as set forth in ASAC §10.231(d)(11), Bidders will not be permitted to revise their Proposals after Proposal opening.

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

Proposals will be evaluated according ASTCA's Procurement Rules, and criteria set forth in these Proposal documents.

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

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

Multiple Proposals – Collusion. If more than one Proposal is submitted by any one party or in the name of its clerk, partner or other person, all Proposals submitted by said party may be rejected by ASTCA. This shall not prevent a Bidder from submitting alternate Proposals when called for. A party who has proposed prices on materials is not thereby disqualified from quoting prices to other Bidders or from submitting a Proposal directly to ASTCA.

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

Bidder's Understanding. Each Bidder 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 Proposal.

Each Bidder 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.

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 Proposal. Any Proposal may be withdrawn prior to the scheduled time for the opening of Proposals by notifying ASTCA in a written request. No Proposal may be withdrawn after the time scheduled for opening of Proposals.

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

Evaluation Criteria. Proposals will be evaluated based on:

- Technical approach and understanding of project requirements.
- Relevant experience and qualifications.
- Proposed schedule and ability to meet deadlines.
- Cost competitiveness and value.
- Compliance with local regulations.

A. All Responsive Proposals will be evaluated and ranked by the Source Evaluation Board according to the following point system.

1. Warranty, Insurance, Performance Bond:	0-05 points possible
2. Schedule:	0-15 points possible
3. Experience & Qualification:	0-20 points possible
4. Technical Approach:	0-25 points possible
5. Contract Price / Cost Competitiveness:	0-35 points possible
6. Total:	100 total points possible

B. ASTCA reserves the right to make the contract award to the Offeror that submits the proposal which best meets the requirements set forth herein and which is determined to be in the best interests of ASTCA.

Commented [TL1]: Criteria can be modified; in this criteria, the contract price has a higher score, but Technical is not that far behind.

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 ASTCA.

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

RFP Conditions. This RFP does not commit ASTCA to award a contract, or to pay any cost incurred in the preparation of a Proposal. ASTCA reserves the right to:

- Reject any Bidder for being non-responsive, or non-responsive to Proposal requirements contained in this RFP
- Reject all Proposals and reissue a new or amended RFP
- Negotiate a contract with the Bidder selected for award; and
- Waive any non-material violations of rules contained in this RFP

Addendum. ASTCA reserves the right to issue any addendum to this RFP. Bidders shall send ASTCA a signed Addendum confirming receipt. In the event that an Bidder fails to acknowledge receipt of any such Addendum, such Bidder's Proposals shall be considered irregular and will be accepted by ASTCA only if it is in ASTCA's best interest, as determined by ASTCA in its sole discretion.

Compliance With Laws. Bidders 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. ASTCA reserves the right to waive any more irregularities in the Proposal received. The Procurement Specialist shall have the authority to award, cancel, or reject Proposals, in whole or in part for any one or more items if s/he determines it is in ASTCA's best interest. It is the policy of ASTCA to award contracts to qualified Bidders. ASTCA 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 Proposal prices for a period of thirty (30) days after the original award.

Bidder's Qualification Data. It is the intention of ASTCA 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 Bidder shall submit the required information under Attachment D – Bidder's Qualification Form.

Delivery and Remedies for Default. 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 ASTCA.

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, ASTCA may reject the same,

and it shall thereupon become the duty of the Contractor to reclaim and remove the same forthwith without expense to ASTCA, and immediately to replace all such rejected items with others conforming to said specifications. Should the Contractor, fail, neglect or refuse to do so, ASTCA 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 ASTCA. In addition and without limiting any other remedies available to ASTCA, the Contractor shall be liable for all losses, costs and expenses incurred by ASTCA.

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, ASTCA may, at its option, declare the Contractor to be in default, and its Proposals and resulting contract to be null and void or ASTCA 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.

Bidder shall indicate in its Proposal the lead time for delivering the order to American Samoa. ASTCA shall be notified by the vendor if the product ordered cannot be delivered within the time period to give ASTCA the opportunity to secure product elsewhere.

ASTCA 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 Proposal shall be firm and not subject to an increase if accepted during the acceptance period. Proposals containing an "escalation clause" will not be considered unless specifically authorized by ASTCA in the RFP. Prices shall be in US Dollars. Proposals received in any currency other than US Dollars, will be converted using the rates assigned by ASTCA.

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

All prices shall be CIF ASTCA Headquarters - 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 Specialist of anticipate 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 ASTCA 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 ASTCA, 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. Bidders 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 ASTCA. Failure to provide this information will be at Bidder’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 ASTCA and its decision shall be final. ASTCA 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 ASTCA 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 ASTCA 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 ASTCA 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 ASTCA.

ATTACHMENT A – PROPOSAL TRANSMITTAL FORM

ASTCA	
To Whom It May Concern:	
The undersigned (hereafter called "Bidder"), _____ (Corporation, Partnership or Individual) hereby proposes and agrees to furnish all the necessary information pertaining to:	
Bid No.	RFP NO. ASTCA001-2026
Description	'Ili'ili CO AC Replacement
In accordance with the Specifications, 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. The undersigned has read and understands the Proposal requirements, and is familiar with and knowledgeable of the local conditions with which the materials to be supplied will be used. The Bidder has read the RFP and General Terms and Conditions attached to ascertain that all of the requirements of the Proposal are submitted in the Proposal envelope, with an original, one PDF electronic copy, and five (5) hard copies, at the date and time for Proposal opening.	
Signed	
Date	

ATTACHMENT B – SCOPE OF WORK

Ilili CO AC System Replacement

Project Purpose.

The goal of this project is to replace the existing conventional fixed-speed split-unit air conditioning (AC) systems at the ASTCA Ilili CO building with more energy-efficient and reliable cooling technology suitable for continuous operation in a tropical coastal environment. This scope also includes installation of an exhaust air ventilation system for the LTE Network Core Room to help increase the efficiency of cooling the temperature sensitive equipment room.

The technical specifications detailed herein represent the minimum requirements; however, bidding Contractors are permitted to submit alternative technological solutions that equal or exceed these baseline requirements.

1. General AC System Requirements

- A. Contractors shall utilize Variable Refrigerant Flow (VRF) systems or Inverter-Driven/Technology split-unit air conditioning systems; however, adequate system redundancy shall be incorporated into the design to ensure continuous cooling operation. Where a proposed system utilizes a single outdoor condensing unit or compressor serving multiple indoor blower units, the Contractor shall provide redundancy measures or alternate backup arrangements to minimize the risk of complete cooling loss in the event of equipment failure.
- B. The Contractor shall remove and replace existing conventional fixed-speed split-unit air conditioners with new high-efficiency Variable Refrigerant Flow (VRF) or inverter-driven air conditioning systems. Each replacement system must match or slightly exceed the cooling capacity (BTU/hr rating) of the unit being replaced, ensuring that localized thermal load requirements are fully satisfied without severe over-sizing. All proposed replacement units must provide equal or superior performance metrics to the units being replaced.
- C. The scope shall include the complete design, supply, installation, testing, and commissioning of the replacement systems, including removal and proper disposal of existing defective equipment, old refrigerant, piping, and associated accessories as required. The new AC systems shall provide improved energy efficiency, precise temperature control, reduced power consumption, lower operating costs, and enhanced reliability suitable for continuous operation in a tropical environment.
- D. The Contractor shall furnish and install a complete, fully operational system inclusive of all indoor units, outdoor units, refrigerant piping, centralized and localized controls, condensate drainage systems, electrical connections, structurally engineered mounting supports, and all necessary ancillary components. The engineered system must support independent zone control, quiet acoustic operation, allow maintenance access, and provide structural capacity for future system expandability.
- E. All systems shall be securely anchored using robust, corrosion-resistant hardware. The installation must be executed cleanly and neatly, adhering to the highest standards of professional commercial workmanship.

- F. All equipment shall be rated for high ambient coastal conditions and comply with applicable industry standards and codes. Evaporator and condenser coil fins shall be factory-coated or treated with an approved anti-corrosion coating specifically designed to resist corrosion and deterioration in coastal and salt-air environments.
- G. The new AC replacement systems shall meet or exceed temperature control between 18 and 27 degrees Celsius (°C) or 64 and 81 degrees Fahrenheit (°F), a dew point (DP) of -9°C DP to 15°C DP and a relative humidity (RH) of 60 percent.
- H. Contractors shall replace existing electrical circuits where required to ensure safe operation of new AC replacement systems, including replacement or upgrade of undersized conductors, breakers, disconnects, conduit, and associated electrical components necessary to meet the voltage, ampacity, starting current, and manufacturer installation requirements of the new equipment. All electrical modifications shall comply with the latest applicable NEC requirements and local electrical codes.
- I. The Contractor shall furnish and deliver all required spare parts for the newly installed air conditioning systems to support ongoing operation, maintenance, and reliability. Spare parts shall include, at a minimum, commonly required service items such as filters, control boards, sensors, fan motors, contactors, drive components, and any other manufacturer-recommended critical or high-wear components. The Contractor shall provide a recommended spare parts list as part of the submittals, including part numbers, quantities, and manufacturer lead times. All spare parts shall be genuine, new, and fully compatible with the installed equipment. The Contractor shall also ensure that spare parts are readily available for a minimum period consistent with industry standards and manufacturer support life cycle requirements to ensure long-term maintainability of the system.
- J. Due to space limitations, the Contractor shall install wall-mounted indoor units. Ceiling cassette units may be considered acceptable provided the Contractor can demonstrate a satisfactory installation method that will not interfere with existing operations or adversely affect the aesthetics and overall appearance of the installation.
- K. Replacement of the AC systems shall be done in a manner that will not interfere with current building use and equipment operation. Cooling must be maintained for each equipment room during replacement work. Contractor shall ensure all measures are taken to minimize dust and debris intrusion into running network equipment. Contractor shall coordinate work with the building occupants – specifically the ASTCA personnel in charge of the team utilizing the facility.
- L. The replacement AC systems offered shall be designed with N+1 redundancy for both indoor and outdoor units to ensure continuous cooling operation. The configuration shall provide sufficient standby capacity such that the failure or maintenance shutdown of any single indoor or outdoor unit will not compromise the required cooling performance of the facility. Contractor must provide the most cost-effective approach for the redundant capacity in their proposal.
- M. Contractor shall provide proper grounding and surge protection for the electric system of the replacement AC Systems.

- N. The Contractor shall assess each equipment room and office space, including the existing conventional split-unit air conditioning systems serving each area, and shall determine the most suitable replacement unit size and cooling capacity required for optimal performance. The selected systems shall be appropriately sized to maintain reliable and efficient cooling for each space while providing the most practical and cost-effective solution for the facility.
- O. The Contractor is required to conduct a comprehensive site visit to perform their own field measurements, reference checks, and structural assessments prior to submitting a final proposal. No allowances or contract price adjustments will be made after the bid award for visible site conditions, spacing limitations, or installation challenges that could have been identified during this mandatory inspection. The Contractor shall verify all existing electrical capacities, wall structures, and equipment room clearances to ensure the proposed system fits seamlessly and functions optimally within the space.
- P. The Contractor shall standardize (commonality of parts) and furnish all equipment, hardware, switches, circuit breakers & panel, cabling, piping, mounting hardware, and all associated accessories and materials including required spare parts, for the installation of the new AC Systems.
- Q. All electronics and sensitive equipment shall be protected and not be exposed to direct sunlight or UV exposure.
- R. The Contractor shall provide in the proposal a complete outline and description of the maintenance procedures, the timeline schedule of the maintenance and the tools and spare parts required for the replacement AC Systems. The Contractor shall provide this information in an itemized breakdown including the costs involved with the proposal.
- S. Labor And Supervision
 - i. The Contractor is responsible for all installation for the project sites.
 - ii. For the installation work, the ASTCA will have maintenance personnel observe and assist the Contractor's installation crew and assist with where required. Contractor shall supply all required materials including safety disconnect switches, conduits and conductors, ASTCA electricians will run the conduits and conductors from the building distribution panels to the outdoor disconnect switches for the AC units.
 - iii. The Contractor shall employ local skilled labors and technicians in the related fields for the installation work. The Contractor may assign engineers or project managers from off-island to manage the project, if one is not found locally.
 - iv. The Contractor shall provide a training workshop for the installation to familiarize the team with the requirements for the installation.

2. Cooling Equipment Replacement Requirements

- A. AC Electric Power: The Iliili CO is supplied with 120/208V, 60 Hz, 3-phase, 4WY AC power. All replacement air conditioning systems shall be properly rated and fully compatible with the available power service at the Iliili CO. Units designed solely for 220V operation shall not be accepted unless they are specifically manufacturer-rated for multi-voltage operation, including compatibility with 208V systems.
- B. Environmental Control Requirements: The AC systems shall be designed and operated to maintain environmental conditions suitable for IT, telecommunications, and computer equipment rooms. The system shall maintain a room temperature range of 68°F to 75°F (20°C to 24°C). The AC systems shall provide continuous and stable cooling with adequate air distribution to prevent hot spots and condensation. The Contractor shall ensure the new AC systems can

maintain the specified environmental conditions on a continuous 24/7 basis, including during periods of peak equipment loading and high outdoor ambient temperatures.

- C. Humidity Control: The AC systems shall be capable of maintaining relative humidity to a range of 40% to 60% under all normal operating conditions and prevent condensation, mold growth, and equipment degradation in sensitive environments. The new AC systems shall prevent excessive humidity fluctuations that may adversely affect electronic equipment performance or reliability.
- D. Refrigerant: All new AC systems shall utilize refrigerants that comply with the latest applicable U.S. EPA regulations, ASHRAE standards, and current HVAC industry environmental requirements. Refrigerants with high ozone depletion potential (ODP) shall not be permitted. Acceptable refrigerants shall include R-410A, R-32, R-454B, or other EPA-approved low Global Warming Potential (GWP) refrigerants that are commercially supported by the equipment manufacturer. The Contractor shall clearly identify the proposed refrigerant type and confirm long-term serviceability, availability, and compatibility with the specified equipment.
- E. Redundancy: The VRF or inverter-driven split AC systems shall be configured in a combination arrangement that enables automatic rotational control of the outdoor condensing units. The control system shall allow the units to operate alternately on a scheduled basis to balance operating hours, reduce equipment wear, and extend system life. The arrangement shall also provide redundancy capability such that, in the event of a failure or maintenance shutdown of one outdoor unit, the remaining unit(s) shall automatically continue operation to maintain the required cooling capacity for critical facility operations. Combination mode systems link multiple outdoor units to operate as a single, large-capacity system. This setup optimizes part-load efficiency by rotating which compressors run and guarantees system redundancy in case of maintenance. The system shall be designed to provide continued emergency operation in the event of a compressor failure for each cooling system.
- F. Energy Efficiency: Systems shall utilize inverter-driven compressors and variable speed technology to optimize energy consumption under partial and full load conditions.
- G. Electrical Requirements: Contractor shall ensure all electrical circuits, breakers, and disconnects are properly sized for new equipment loads, including replacement of undersized or non-compliant circuits.
- H. Corrosion Protection: Outdoor coils (condenser and evaporator fins) shall be factory coated or treated with anti-corrosion protection suitable for coastal, high-salinity environments.
- I. Controls and Zoning: Systems shall provide independent zoning capability with programmable controls, remote monitoring capability (where applicable), and have provision for integration with a future management/monitoring system.
- J. Installation Standards: All work shall comply with the latest applicable HVAC industry standards, manufacturer requirements, and local electrical and mechanical codes.
- K. Installation, Testing and Commissioning:

Contractor shall fully test, balance, and commission the systems to verify performance, refrigerant charge, airflow, and control functionality prior to acceptance.

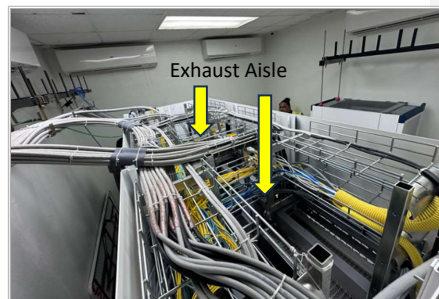
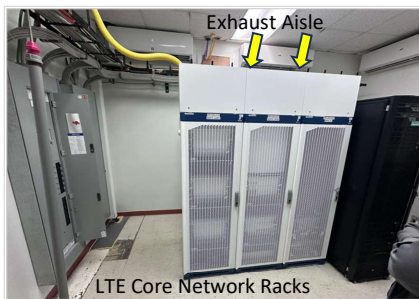
- i. There shall be regular weekly meeting for duration of the installation phases of the project to collectively measure the progress and coordinate work efforts of all parties involved as the project moves towards completion and testing.
- ii. The proposed tests shall demonstrate that the performance of the replacement AC Systems meets or exceed the requirements of Scope Of Work (SOW). The sequence of tests shall be subject to the prior approval of the ASTCA project manager assigned by

- the ASTCA. The proposed program of tests shall be submitted to the ASTCA at least 2 weeks before the commencement of the installations and pre-commissioning tests.
- iii. The Contractor shall coordinate all start-up and testing activities with ASTCA assigned personnel.
 - iv. The ASTCA reserves the right to extend meetings beyond the project completion to finalize any unfinished work or issues where necessary.
- L. Maintenance Access: Systems shall be installed to allow safe and practical access for inspection, servicing, and future maintenance without disruption to operations.
 - M. Galvanic Corrosion Isolation (from Dissimilar Metals): Contractor must use non-conductive neoprene washers, rubber isolators, or dielectric tape anywhere aluminum or stainless steel meets a different metal type.
 - N. Spare Parts: The Contractor shall provide a recommended list of spare parts for the new air conditioning systems and supply all critical and commonly required parts to support operation and maintenance. All spare parts shall be genuine, new, and fully compatible with the installed equipment, with availability supported for the manufacturer's recommended service life.
 - O. Training: The Contractor shall provide on-site training to designated ASTCA personnel on the operation, basic troubleshooting, and routine maintenance of the new air conditioning systems. Training shall include system operation, controls, basic preventive maintenance tasks, and safety procedures to ensure proper and efficient day-to-day operation.
 - P. AC Controller: The AC systems shall include primary remote-control interfaces for normal operation and configuration. In addition, the systems shall provide a secondary or backup method of control, such as a wired wall controllers, local onboard controls, or centralized management interfaces, to allow continued operation and adjustment of the AC systems in the event the handheld remote controls becomes lost, defective, or damaged.
 - Q. Piping and Wiring Weatherproofing Requirements: The Contractor shall completely seal and weatherproof all refrigeration piping, control wiring, and power conduits running between the outdoor units and indoor units. All wall penetrations must be fitted with UV-resistant sleeves and sealed airtight using industrial-grade, non-hardening polyurethane sealant to prevent driving tropical rain, humidity, and pests from entering the building structure. All outdoor exposed piping insulation must be wrapped with a weatherproof, UV-resistant PVC or aluminum jacket to prevent degradation from direct sunlight.

3. LTE Network Core Room Exhaust Air Ventilation System

- A. General Requirements:
 - i. The Contractor shall provide and install a venting solution to effectively duct and discharge exhaust air from the center of the hot aisle above the LTE Network Core equipment racks. The contractor shall furnish, install, and commission a 100% redundant exterior wall-mounted exhaust system to evacuate heat from the LTE Network Core equipment rack.
 - ii. The system shall utilize variable-speed technology to deliver a continuously adjustable total of up to 6,000 CFM of exhaust airflow under normal operating conditions, and maintain 100% capacity (6,000 CFM) upon the failure of either fan.
 - iii. All materials must be selected for maximum corrosion resistance in a high-humidity tropical environment. The exhaust air ventilation system will greatly improve the efficiency for cooling the LTE Network Core room.

- iv. Contractor shall carefully plan installation work; installation work shall not interfere with the operation of LTE Core Hardware, or the AC cooling of the room. Contractor must take adequate measures to prevent dust and debris intrusion onto and into the core rack equipment.
- v. To allow proper maintenance access to overhead wires and cables, ASTCA requires exhaust ducting to be positioned at least two or more feet above the exhaust aisle above the racks.
- vi. Contractor shall provide proper grounding and surge protection for ventilation system electrical circuit.
- vii. The Contractor shall provide on-site training to designated ASTCA personnel on the operation, basic troubleshooting, and routine maintenance of the new exhaust air ventilation system.



B. Exhaust Ventilation System Requirements:

The following are the minimum requirements; contractor may offer alternatives that equals or exceeds the listed requirements.

- i. Contractor shall provide direct-drive exhaust application delivering 6,000 CFM, assuming a standard commercial static pressure of 0.5 to 0.75 inches w.g. Due to constraint in indoor space, the ASTCA prefers the wall mounted inline ducted fans mounted on the exterior wall.
- ii. N+1 Redundancy Configuration: Contractor shall install a parallel dual-fan array with motorized backdraft dampers. The dual-fan shall be two identical inline or utility vent fans. Each fan must be individually rated up to 6,000 CFM at the static pressure stated previously.
- iii. Exhaust Fans (EF-1 & EF-2): Provide two (2) identical, direct-drive, downblast centrifugal exterior wall-mounted exhaust fans.
- iv. Room Pressure and Intake Filtration: The Contractor shall verify a dedicated makeup air path or supply fan with redundancy capable of introducing up to 6,000 CFM of balanced outdoor air to maintain a neutral room pressure. The intake system must include high-efficiency particulate and moisture-eliminator filters to prevent humid tropical air, debris, and ambient moisture from entering the space and causing condensation or mold.
- v. Corrosion Protection Construction: The entire fan housing, shroud, and backward-inclined centrifugal wheel must be constructed of heavy-gauge, marine-grade aluminum. All internal assembly hardware, motor shafts, and fasteners must be 316 stainless steel.
- vi. Performance Criteria: Each fan shall be capable of delivering 3,000 CFM at normal design speed and capable of ramping up to deliver 6,000 CFM at maximum design speed against system static pressure.
- vii. Electrical: Motors shall be premium efficiency, inverter-duty rated, 208V, 3-Phase, 60Hz. Motors must feature a Totally Enclosed Fan Cooled (TEFC) or Totally Enclosed Air Over (TEAO) enclosure with Class F or H moisture-resistant insulation to withstand tropical humidity.
- viii. Galvanic Corrosion Isolation (from Dissimilar Metals): Contractor must use non-conductive neoprene washers, rubber isolators, or dielectric tape anywhere aluminum or stainless steel meets a different metal type.

C. Structural & Wall Installation:

- i. Wall Penetrations: Contractor shall cut the required two (2) separate openings through the concrete exterior wall without affecting current operation of the LTE Core Equipment. Openings shall be spaced side-by-side with a minimum of 12" to 18" of structurally sound concrete wall remaining between them.
- ii. Reinforcement: Contractor shall grout and reinforce the area surrounding the cutouts as required by local building codes to support the cantilevered weight of the equipment and to seal the inside room from the outside environment.
- iii. Anchoring: Secure the fan assemblies to the exterior masonry wall using 316 stainless steel heavy-duty masonry screw anchors. Carbon steel or standard galvanized anchors are strictly prohibited.

- iv. Weather Proofing: Apply industrial-grade, UV-resistant polyurethane sealant around the entire exterior perimeter of both wall sleeves to ensure a completely water-tight, tropical-storm proof seal.

D. Inline Ductwork & Environmental Filtration Requirements:

- i. Configuration: Contractor shall Provide a custom, smooth-radius "Y-pant leg" duct transition immediately behind the equipment rack. The transition shall smoothly split the main exhaust stream from the equipment rack into two parallel ducts feeding the separate wall penetrations.
- ii. Material & Construction: Due to high ambient humidity, standard galvanized steel ductwork is prohibited. Contractor shall fabricate all ductwork, transitions, and fittings from minimum 0.040" thick aluminum conforming to SMACNA HVAC Duct Construction Standards.
- iii. Support: All ductwork and transitions must be independently supported from the overhead ceiling structure using 316 stainless steel threaded rods and aluminum or PVC-coated Unistrut trapeze hangers. No duct weight shall be transferred to the equipment rack or the exterior fan sleeves.
- iv. Moisture & Humid Air Isolation: To prevent outdoor humidity, driving tropical rain, and ambient moisture from migrating backward through the short duct runs into the conditioned equipment room, the contractor shall install a specialized filtration barrier:
- v. Filter Housing: Contractor shall install a low-pressure-drop, side-loading inline filter track system within the indoor ductwork before it exits the wall. The housing must be constructed entirely of aluminum.
- vi. Moisture Eliminator Filters: Contractor shall furnish and install high-efficiency aluminum mesh moisture-eliminator filters (minimum 2" thickness) designed to capture and coalesce airborne water droplets. The filter track must include an integrated stainless steel or PVC drain pan pitched to a condensate drain line.
- vii. Particulate Filtration: Contractor shall pair the moisture filters with standard MERV 8 pleated filters to provide a tortuous path that blocks ambient humid outdoor drafts when the fans are idling or during alternation cycles.

E. Variable Frequency Drive (Vfd) Requirements:

- i. Hardware: Exhaust ventilation system shall be furnished with two (2) separate, dedicated Variable Frequency Drives (VFDs)—one for each fan motor. Combination or single-enclosure dual-motor drives are not acceptable.
- ii. Electrical Input: VFDs shall operate on existing building 208V, 3-Phase, 60Hz, 4WY input power.
- iii. Enclosure Rating (Outdoor Mounting): Both VFDs must be mounted on the exterior wall adjacent to their respective fans. Both VFD enclosures must be strictly rated NEMA 4X constructed of 316 Stainless Steel or UV-stabilized Polycarbonate to offer total protection against windblown salt spray, driving tropical rain, splashing water, and corrosion.
- iv. Internal Circuit Protection: VFD internal printed circuit boards (PCBs) must feature 3C3 conformal coating (per IEC 60721-3-3) to protect sensitive electronics from high-humidity oxidation and fungal growth.

- v. Sun Shielding: Contractor shall install a heavy-gauge aluminum weather/sun shield directly over the exterior VFD enclosures to prevent direct solar heat gain from tripping the internal thermal overloads of the drives during peak summer daylight hours.
- vi. Protection & Safety: Each VFD shall feature built-in electronic overload protection, phase-loss protection, overvoltage/undervoltage protection, and a localized digital keypad visible through a clear NEMA-rated viewing window for field diagnostics.

F. Control Configuration:

The dual-fan system shall operate under a standalone Lead/Lag with Auto-Failover control scheme via a dedicated local controller panel or internal VFD programming:

i. Normal Operation (Parallel Lead/Lag):

- Both fans (EF-1 and EF-2) shall run simultaneously 24/7.
- The VFDs shall be programmed to run both motors at a modulated, reduced speed (e.g., ~30–40 Hz) so that each fan exhausts exactly 3,000 CFM (6,000 CFM total system exhaust).
- Running both fans at lower speeds ensures energy efficiency and ultra-low noise levels.

ii. Failure Mode & 100% Redundancy:

- The system must constantly monitor fan operation via current sensing switches (Go/No-Go sensors) on each motor, or via internal VFD fault relays.
- If EF-1 experiences a fault (e.g., motor burnout, thrown breaker, VFD fault), the controller shall immediately command the gravity backdraft damper on EF-1 to close via lack of airflow, physically isolating the room from outdoor air.
- Simultaneously, the controller shall send a signal to the surviving fan (EF-2) to ramp up its VFD to 100% output (60 Hz), accelerating the motor to full design speed to exhaust the entire 6,000 CFM solo.

iii. Equal Runtime Wear:

- The controller shall automatically alternate the designated "Primary Lead" fan on a weekly or monthly schedule to ensure equal runtime and wear on both motors.

I. SUBMITTALS AND WARRANTY

- A. Submittals: The contractor shall submit manufacturer specification sheets, fan curves, VFD wiring schematics, and structural anchoring details for engineer approval prior to purchasing any equipment or cutting wall penetrations.
- B. Warranty: Provide a minimum 1-year comprehensive workmanship warranty on all installation labor, in addition to the standard manufacturer warranties on the AC Systems, and Exhaust Ventilation System fans, motors, and VFDs.

- C. Project Completion: The installation shall not be considered complete until the AC Systems and Exhaust Ventilation System has been physically tested, demonstrated, and signed off by the ASTCA Facility or Project Manager.

II. SAFETY, CODES, STANDARDS, AND COMPLIANCE REQUIREMENTS

The Contractor shall furnish all labor, materials, equipment, and tools necessary to complete the installation in strict accordance with all applicable national, state, and local codes, regulations, and ordinances. In the event of a conflict between the referenced codes, industry standards, or these design specifications, the most stringent requirement yielding the highest level of safety, structural integrity, and energy efficiency shall govern. The Contractor shall obtain and pay for all required permits, inspections, and certificates required to complete the installation.

- A. Site Safety: The contractor is solely responsible for maintaining a safe workspace, providing adequate structural shoring during masonry cutting, and ensuring proper weather protection for the building interior throughout the installation process.
- B. Referenced Standards

All execution of work, equipment manufacturing, duct fabrication, and system commissioning must comply with the current editions of the following standards:

i. Ventilation and Air Distribution Standards

- ANSI/ASHRAE Standard 62.1: Ventilation for Acceptable Indoor Air Quality (governing minimum exhaust rates, air balancing, and moisture management).
- SMACNA Standards: HVAC Duct Construction Standards — Metal and Flexible (dictating sheet metal gauge, bracing, and support guidelines).
- AMCA Publication 211 & 311: Certified Ratings Program for fan airflow performance and sound/sone ratings.
- NFPA 90A: Standard for the Installation of Air-Conditioning and Ventilating Systems (governing fire dampers, duct materials, and smoke safety).

ii. VRF and Inverter Technology AC Standards

- AHRI Standard 1230: Performance Rating of Variable Refrigerant Flow (VRF) Multi-Split Air-Conditioning and Heat Pump Equipment (enforcing part-load efficiency testing rules).
- ASHRAE Standard 15 & 34: Safety Standard for Refrigeration Systems and Designation/Safety Classification of Refrigerants (mandating room volume thresholds and strict leak concentration limits [RCL] for A2L mildly flammable refrigerants).
- UL 60335-2-40: Standard for Household and Similar Electrical Appliances — Safety: Particular Requirements for Electrical Heat Pumps, Air Conditioners, and Dehumidifiers (replaces UL 1995; legally mandates factory-installed leak detection sensors).

iii. Electrical and Energy Codes

- NFPA 70 / National Electrical Code (NEC): Specifically Article 430 (Motors, Motor Circuits, and Controllers) and Article 440 (Air-Conditioning and Refrigerating Equipment).
- ASHRAE Standard 90.1 / International Energy Conservation Code (IECC): Energy Standard for Buildings Except Low-Rise Residential Buildings (establishing mandatory commercial inverter energy efficiency floor limits).
- NEMA ICS 6: Enclosures for Industrial Control and Systems (governing the strict outdoor NEMA 4X design required for the VFD casings).

III. AWARD FLEXIBILITY AND OPTION

ASTCA reserves the right to award the contract in its entirety or to divide and award portions of the scope based on the pricing received and available project funding. Depending on budget limitations and individual line-item costs, ASTCA may elect to award the AC Systems replacement only, excluding the Ventilation Exhaust System scope, or may award only those portions of the work for which funding is available at the time of award.

Contractors shall provide separate, clearly itemized pricing for the AC Systems and the Ventilation Exhaust System to allow for independent evaluation and award consideration. ASTCA further reserves the right to make a partial award, reduce quantities or scope, or defer portions of the work as deemed necessary to remain within available funding. No Contractor shall have any claim against ASTCA for any work not awarded or for adjustments made to the scope based on funding availability.

IV. MILESTONES

The following milestone timeline is to be the Contractors project targeted timeline. Contractor may submit alternative milestone subject to ASTCA approval.

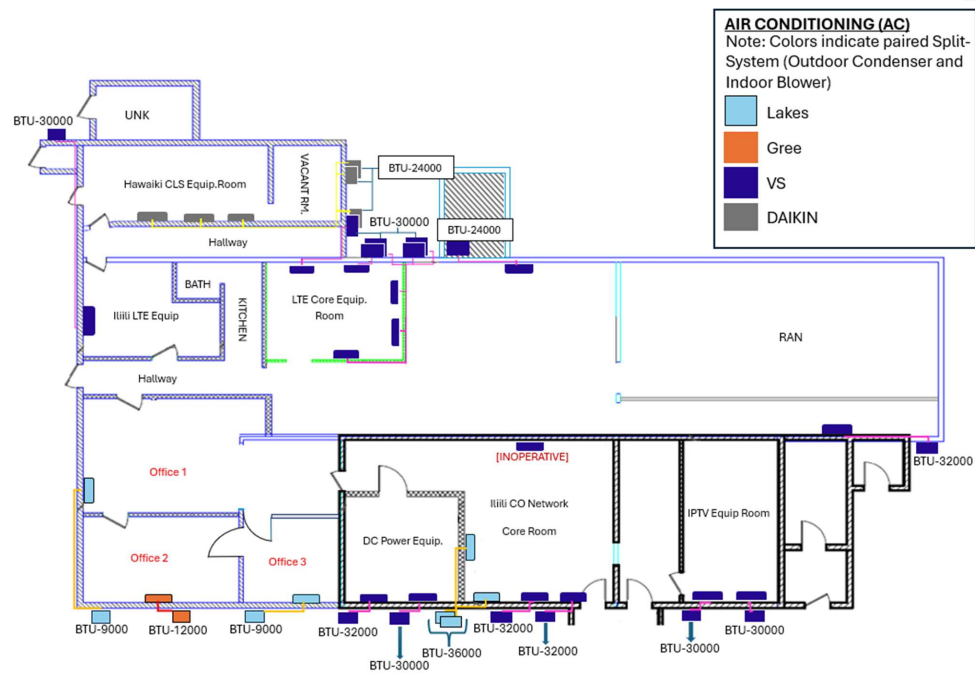
Item	Particular	Milestone Days
1	Drawing and Design Approval	25 days from Notice to Proceed (NTP)
2	Plan to be submitted for installation and layout	30 days from NTP
3	Confirmation Shipping / Delivery	45 Days from NTP
4	Site Installation / Integration / Pre-commissioning	120 Days from NTP
5	Complete system integration and Commissioning	150 Days from NTP
6	Warranty Period Starts	150 Days from NTP
7	Final payment for Contract terms 30 day upon receipt of invoice	180 Days from NTP

V. SPARE PARTS LIST

The Contractor shall provide a spare parts list which shall include but not be limited to the following:

- A. Complete spare parts list of each major component
- B. List costs of spare parts for the required maintenance schedule as specified by the Manufacturer for the five years of proposed system operation; and
- C. The Spare Parts shall be included in the total Proposal Cost.
 - i. Compressor Motor 3 each
 - ii. Fan Motor 3 each
 - iii. Control Boards 5 each
 - iv. Other Recommended Required Spares

VI. ILILI CO LAYOUT & AC DISTRIBUTION:



Current AC Capacity and Tonnage:

5/28/2026					
AC # East Side:	BTUs	QTY	Total BTUs		
1 VS	32,000	4	128,000		
2 VS	30,000	3	90,000		
3 Lakes - Small Unit	9,000	2	18,000		
4 Gree	12,000	1	12,000		
5 Lakes - Large Unit	36,000	2	72,000		
			-		
West Side:					
6 VS	24,000	1	24,000		
7 VS	30,000	5	150,000		
8 Daikin	24,000	<u>3</u>	<u>72,000</u>		
		21	566,000		
			566,000	BTUs	
			47	Tons	(566k/12k)
*12,000 BTUs = 1-Ton					
			9	Additional 20% Tonnage for future growth	
			57	Total Required Tonnage of cooling capacity required	
			60	Total Tons....rounded off	

ATTACHMENT C – BIDDER’S QUALIFICATION DATA

(Please print or type complete all sections. An incomplete section will be considered non-responsive. Use additional sheets if necessary.)

1. Name of Bidder	
2. Name of Official Representative	
3. Business Address/Email:	
4. Telephone, Fax & Official Contact Person	
5. Type of Business Structure	☐ Corporation ☐ Partnership ☐ Joint Venture ☐ 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 Bidder Has Been Engaged In Its Current Company Business Under the Present Firm Name Indicated	
7. Type of Work Generally Performed by Bidder	

ATTACHMENT D – DISCLOSURE STATEMENTS

I _____, of _____ (Name of Owner or Partner – All Partners must complete a form) (Name of Company)		
the Bidder that has submitted the attached Proposal: <i>(Complete one of the two following statements)</i>		
1. I have no immediate relatives (parents, children, siblings or spouse) who are currently employed by ASTCA. _____ _____ (Signed) (Title)		
2. I have immediate relatives (parents, children, siblings or spouse) who are currently employed by ASTCA. Their names and positions are as follows:		
Name	Relationship to Bidder	Position in ASTCA
_____ _____ (Signed) (Title)		

Note: It is not against ASTCA procurement rules for the relatives of ASTCA employees to quote on and receive government contracts provided they disclose such relationships at the time of Proposal opening.

ATTACHMENT E – NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

_____ being first duly sworn deposes and says that:
1. He/She is _____(Owner, Partner, Representative or Agent) of _____the Bidder that has submitted the attached Proposal
2. S/He is fully informed regarding the preparation and contents of the attached Proposal and of all pertinent circumstances regarding such Proposal
3. Such Proposal is genuine and is not a collusive or false Proposal
4. Neither the said Bidder 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 Bidder, firm or person to submit a collusive or false Proposal in connection with the Contract for which the attached Proposal 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 Bidder, 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 Proposal are fair and proper, and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agent's representatives, owners, employees, or parties in interest, including this affiant.

STATE/TERRITORY OF _____

COUNTY OF _____

This instrument was acknowledged before me this ____ day of 2026 by

_____.
(Name of Signer)

☐ Personally known

(Signature Notary)

☐ Produced Identification

Type of ID: _____

(Seal)

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 ASTCA'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 ASTCA if at any time the bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstance.

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

ATTACHMENT G – REQUIRED CONTRACT CLAUSES

TERMINATION FOR CONVENIENCE

(a) The government may terminate performance of work under this contract in whole or, from time to time, in part if the contracting officer determines that a termination is in the government's interest. The contracting officer shall terminate by delivering to the contractor a notice of termination specifying the extent of termination and the effective date.

(b) After receipt of a notice of termination, and except as directed by the contracting officer, the contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice;

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract;

(3) Terminate all subcontracts to the extent they relate to the work terminated;

(4) Assign to the government, as directed by the contracting officer, all right, title, and interest of the contractor under the subcontracts terminated, in which case the government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations;

(5) With approval or ratification to the extent required by the contracting officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause;

(6) As directed by the contracting officer transfer title and deliver to the government (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the government;

(7) Complete performance of the work not terminated;

(8) Take any action that may be necessary, or that the contracting officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the contractor and in which the government has or may acquire an interest;

(9) Use its best efforts to sell as directed or authorized by the contracting officer, any property of the types referred to in subparagraph (6) of this subsection; provided, however, that the contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the contracting officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the contracting officer.

(c) The contractor shall submit to the contracting officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the contracting officer. The contractor may request the government to remove those items or enter into an agreement for their storage. Within 15 days, the government will accept title to those items and remove them or enter into a storage agreement. The contracting officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(d) After termination, the contractor shall submit a final termination settlement proposal to the contracting officer in the form and with the certifications prescribed by the contracting officer. The contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the contracting officer upon written request of the contractor within this 1-year period. However, if the contracting officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the

contractor fails to submit the proposal within the time allowed, the contracting officer may determine, on the basis of information available, the amount, if any, due the contractor because of the termination and shall pay the amount determined.

(e) Subject to paragraph (d) of this appendix, the contractor and the contracting officer may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (e) may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated.

TERMINATION FOR DEFAULT (CONSTRUCTION)

If the contractor refuses or fails to prosecute the work or any separable part thereof, with such diligence as will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within such time, the government may, by written notice to the contractor, terminate his right to proceed with the work or such part of the work as to which there has been delay. In such event the government may take over the work and prosecute the same to completion, by contract or otherwise, and may take possession of and utilize in completing the work such materials, appliances, and plant as may be on the site of the work and necessary therefor. Whether or not the contractor's right to proceed with the work is terminated, he and his sureties shall be liable for any damage to the government resulting from his refusal or failure to complete the work within the specified time.

If the government so terminates the contractor's right to proceed, the resulting damage will consist of the fixed and agreed liquidated damages if stipulated elsewhere in this contract until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the government in completing the work.

If the government does not so terminate the contractor's right to proceed, the resulting damage will consist of the fixed and agreed liquidated damages if stipulated elsewhere in this contract until the work is completed or accepted.

The contractor's right to proceed shall not be so terminated nor the contractor charged with resulting damage if:

(1) The delay in the completion of the work arises from causes other than normal weather beyond the control and without the fault or negligence of the contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the government in either its sovereign or contractual capacity, acts of another contractor to the government in the performance of a contract with the government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather for American Samoa taking into consideration that approximately 200 inches of rainfall annually is normal, or delays of subcontractors or suppliers arising from causes other than normal weather beyond the control and without the fault or negligence of both the contractor and such subcontractors or suppliers;

(2) The contractor, within 10 days from the beginning of any such delay notifies the contracting officer in writing of the cause of delay.

The contracting officer shall ascertain the facts and the extent of the delay and extend the time for completing the work when, in his judgment, the finding of fact justify such an extension, and his findings of facts shall be final and conclusive on the parties subject only to appeal.

If, after notice of termination of the contractor's right to proceed under the provisions of this section it is determined for any reason that the contractor was not in default under the provisions of this section, the rights and obligations of the parties shall be the same as if a notice of termination for convenience had been issued.

The rights and remedies of the government provided in this section are in addition to any other rights and remedies provided by law or under this contract.

TERMINATION FOR DEFAULT (GOODS AND SERVICES)

(1) Default. If the contractor refuses or ails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, otherwise ails to timely satisfy the contract provisions, commits any other substantial breach of this contract, the procurement officer may notify the contractor in writing of the delay or nonperformance; and if not cured in ten days or any longer time specified in writing by the procurement officer, such officer may terminate the contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part the procurement officer may procure similar supplies or services in a manner and upon terms deemed appropriate by the procurement officer. The contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

(2) Contractor's Duties. Notwithstanding termination of the contract and subject to any directions from the procurement officer, the contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the contractor in which the government has an interest.

(3) Completion. Payment for completed supplies delivered and accepted shall be at the contract-price. Payment for the protection and preservation of property shall be in an amount agreed upon by the contractor and procurement officer. The government may withhold from amounts due the contractor such sums as the procurement officer deems to be necessary to protect the government against loss because of outstanding liens or claims of former lien holders and to reimburse the government for the excess costs incurred in procuring similar goods and services.

(4) Excuse for Nonperformance or Delayed Performance. Except with respect to defaults of subcontractors, the contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the contractor has notified the procurement officer within 15 days after the cause of the delay and the failure arises out of causes such as, acts of God, acts of the public enemy, acts of the government and any other governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes or other labor disputes, freight embargoes, or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the contractor shall not be deemed to be in default, unless the supplies of services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the contractor to meet the contract requirements.

Upon request of the contractor, the procurement officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the government under the clause entitled "Termination for Convenience".

(5) Erroneous Termination for Default. If after notice of termination of the contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contractor was not in default under the provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience, be the same as if the notice of termination had been issued pursuant to such clause.

(6) Additional Rights and Remedies. The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

EQUAL OPPORTUNITY

(The following clause is applicable unless this contract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor (41 CFR, ch. 60).

During the performance of this contract, the contractor agrees as follows:

(a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or; national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this equal opportunity clause.

(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided, by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this equal opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance' with such rules, regulations, and orders.

(f) In the event of the contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, orders, this contract may be cancelled, terminated, or suspended, in whole or in part, and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967; and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the government may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the government to enter into such litigation to protect the interests of the government t.

ANTI-KICKBACK STATUTE

The contractor shall comply with the Cope-land "Anti-Kick Back" Act (18 USC 874) as supplemented in Department of Labor Regulations (29 CFR Part 3).

TITLE 18, U.S.C., Section 874:

"874. Kick-Back from public works employees; Whoever by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined not more than \$5,000.00 or imprisoned not more than five years, or both."

DAVIS-BACON ACT

The following clause must be included in all construction contracts which are subject to the Davis-Bacon Act provisions:

(1) Minimum wages. (i) All mechanics and laborers employed or working upon the site of the work, or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29CFR Part 3)), the full amounts due at time of payment computed at wage rates not less than those contained in the wage determination decision of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics, and the wage determination decision shall be posted by the contractor at the site of the work in a prominent place where it can be easily seen by the workers. For the purpose of this clause, contributions made or costs reasonably anticipated under section 1 (b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a) (1) (iv). Also for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

(ii) The contracting officer shall require that any class of laborers or mechanics, including apprentices and trainees, which is not listed in the wage determination and which is to be employed under the contract, shall be classified or reclassified conformably to the wage determination and a report of the action taken shall be sent by the federal agency to the Secretary of Labor. In the event the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics, including apprentices and trainees, to be used, the question accompanied by the recommendation of the contracting officer shall be referred to the Secretary for final determination.

(iii) The contracting officer shall require whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly wage rate and the contractor is obligated to pay a cash equivalent of such a fringe benefit, an hourly cash equivalent thereof to be established. In the event the interested parties cannot agree upon a cash equivalent of the fringe benefit, the question, accompanied by the recommendation of the contracting officer, shall be referred to the Secretary of Labor for determination.

(iv) If the contractor does not make payments to a trustee or other third person he may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing benefits under a plan or program of a type expressly listed in the wage determination decision of the Secretary of Labor which is a part of this contract:

Provided, however, the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The government may withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices and trainees, employed by the contractor or any subcontractor on the work the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice or trainee, employed or working on the site of the work or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project, all or part of the wages required by the contract, the government may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto will be maintained during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work, or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project. Such records will contain the name and address of each such employee, his correct classification, rates of pay (including rates of contributions or costs anticipated of the types described in section 1 (b) (2) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a) (1) (iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1 (b) (2) (B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(ii) The contractor will submit weekly a copy of all payrolls to the contracting officer if the agency is a party to the contract, but if the agency is not such a party the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the government. The copy shall be accompanied by a statement signed by the employer or his agent indicating that the payrolls are correct and complete, that the wage rates contained therein are not less than those determined by the Secretary of Labor and that the classifications set forth for each laborer or mechanic conform with the work he performed. A submission of a "Weekly Statement of Compliance" which is required under this contract and the Copeland regulations of the Secretary of Labor (29 CFR, Part 3) and the filing with the initial payroll or any subsequent payroll of a copy of any findings by the Secretary of Labor under 29 CFR 5.5(a) (1) (iv) shall satisfy this requirement. The prime contractor shall be responsible for the submission of copies of payrolls of all subcontractors. The contractor will make the records required under the labor standards clauses of the contract available for inspection by authorized representatives of the government and the Department of Labor, and will permit such representatives to interview employees during working hours on the job. Contractors employing apprentices or trainees under approved programs shall include a notation on the first weekly certified payrolls submitted to the contracting agencies that their employment is pursuant to an approved program and shall identify the program.

(4) Apprentices and Trainees. (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency

recognized by the bureau, or if a person is employed in his first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the contractor as to his entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not a trainee as defined in subdivision (ii) of this subparagraph or is not registered or otherwise employed as stated above, shall be paid the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The contractor or subcontractor will be required to furnish to the contracting officer or a representative of the Wage-Hour Division of the U.S. Department of Labor written evidence of the registration of his program and apprentices as well as the appropriate ratios and wage rates (expressed in percentages of the journeyman hourly rates), for the area of construction prior to using any apprentices on the contract work. The wage rate paid apprentices shall be not less than the appropriate percentage of journeyman's rate contained in the applicable wage determination.

(ii) Trainees. Except as provided in 29 CFR 55 trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification, by the U.S. Department of Labor,

Employment and Training Administration, Bureau of Apprenticeship and Training. The ratio of trainees to journeymen shall not be greater than permitted under the plan approved by the Bureau of Apprenticeship and Training. Every trainee must be paid at not less than the rate specified in the approved program for his level of progress. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Bureau of Apprenticeship and Training shall be paid not less than the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The contractor or subcontractor will be required to furnish the contracting officer or a representative of the Wage-Hour Division of the U.S. Department of Labor written evidence of the certification of his program, the registration of the trainees, and the ratios and wage rates prescribed in that program in the event the Bureau of Apprenticeship and Training withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR Part 30.

(5) Compliance with Copeland Regulations (29 CFR Part 3). The contractor shall comply with the Copeland Regulations (29 CFR Part 3) of the Secretary of Labor which are herein incorporated by reference.

(6) Subcontracts. The contractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (1) through (5) and (7) and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts- which they may enter into together with a clause requiring this insertion in any further subcontracts that may in turn be made.

(7) Contract Termination. A breach of clauses (1) through (6) may be grounds for termination of the contract.

Additional provisions which must be included are:

(1) Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any work week in which he is employed on such work to work in excess of 8 hours in any calendar day or in excess of 40 hours in such work week unless such laborer or mechanic

receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of 8 hours in any calendar day or in excess of 40 hours in such work week, as the case may be.

(2) Violations; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in subparagraph (1), the contractor and any subcontractor responsible therefor shall be liable to any affected employee for his unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the clause set forth in subparagraph (1), in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of 8 hours or in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1).

(3) Withholding for Unpaid Wages and Liquidated Damages. The government may withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2).

(4) Subcontracts. The contractor shall insert in any subcontracts the clauses set forth in subparagraphs (1), (2), and (3) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT OVERTIME COMPENSATION

This contract, to the extent that it is of a character specified in the Contract Work Hours and Safety Standards Act (40 USC 327-333), is subject to the following provisions and to all other applicable provisions and exceptions of such Act and the regulations of the Secretary of Labor thereunder.

(a) Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involves the employment of laborers' mechanics, apprentices, trainees, watchmen, and guards shall require or permit any laborer, mechanic, apprentice, trainee, watchman, or guard in any work week in which he is employed on such work to work in excess of 8 hours in any calendar day or in excess of 40 hours in such work week on work subject to the provisions of the Contract Work Hours and Safety Standards Act unless such laborer, mechanic, apprentice, trainee, watchman or guard receives compensation at a rate not less than one and one-half times his basic rate of pay for all such hours worked in excess of 8 hours in any calendar day or in excess of 40 hours in such work week, whichever is the greater number of overtime hours.

(b) Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the provisions of paragraph (a), the contractor and any subcontractor responsible therefor shall be liable to any affected employee for his unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, apprentice, trainee, watchman, or guard employed in violation of the provisions of paragraph (a) in the sum of \$10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of 8 hours or in excess of his standard work week of 40 hours without payment of the overtime wages required by paragraph (a).

(c) Withholding for Unpaid Wages and Liquidated Damages. The contracting officer may withhold from the government prime contractor, from any moneys payable on account of work performed by the contractor or subcontractor such sums as may administratively be determined to be necessary to satisfy

any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages provided in the provisions of paragraph (b).

(d) Subcontracts. The contractor shall insert paragraph (a) through (d) of this clause in all subcontracts, and shall require their inclusion in all subcontracts of any tier.

(e) Records. The contractor shall maintain payroll records containing the information specified in 20 CFR 516.2(a). Such records shall be preserved for three years from the completion of the contract.

EXAMINATION OF RECORDS

The contractor agrees that the contracting officer, the Comptroller General of the United States, or the Secretary of the Interior, or any of their duly authorized agents or representatives, shall, until the expiration of three years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the contractor involving transactions related to this contract.

The contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the contracting officer, the Comptroller General of the United States, or the Secretary of the Interior, or any of their duly authorized agents or representatives, shall, until the expiration of three years after final payment under the subcontract, have access to and the right to examine any directly pertinent book, documents, papers and records of such subcontractor, involving transactions related to this contract.

PATENTS

The contractor shall hold and save the government and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract, including its use by the government, unless otherwise specifically stipulated in the contract documents.

License and/or royalty fees for the use of a process which is authorized by the government on the project must be reasonable, and paid to holder of the patent or his authorized licensee, directly by the government and not by or through the contractor.

If the contractor uses any design, device, or materials covered by letters of patent or copyright he shall provide for such use by suitable agreement with the owner of such patented or copyright design, device, or material. It is mutually agreed and understood, that, without exception, the contract prices shall include all royalties or costs arising from the use of such design, device, or materials, in any way involved in the work. The contractor and/or his sureties shall indemnify and save harmless the government from any and all claims for infringement, by reason of the use of such patented or copyrighted design, device, or materials or any trademark or copyright in connection with work agreed to be performed under this contract, and shall indemnify the government for any cost, expense or damage which it may be obligated to pay by reason of such infringement at any time during the work or after completion of the work.