



**AMERICAN SAMOA POWER AUTHORITY**  
**Materials Management Office**

**REQUEST FOR PROPOSAL (“RFP”)**

**MUNICIPAL SOLID WASTE COLLECTION AND DISPOSAL SERVICE**

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Solicitation No:	ASPA14.1132.SW.MUNICIPAL COLLECTION AND DISPOSAL SERVICES
Issuance Date:	November 26, 2013
Pre-Bid Meeting Date:	December 5 , 2013
Pre-Bid Meeting Time:	10:00 am – Local Time
Bid Opening Date:	December 30, 2013
Bid Opening Time:	2:00 pm – Local Time
Delivery Point:	ASPA Materials Management Office

**APPROVED FOR ISSUANCE**

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**UTU ABE MALAE**  
**EXECUTIVE DIRECTOR**

**Table of Contents**

Title Page ..... 1

Table of Contents ..... 2

Notice to OFFERORS ..... 3

Proposal Invitation ..... 4

Special Reminder to Prospective OFFERORS ..... 5

Significant Dates ..... 6

General Terms and Conditions .....7-18

Proposal Transmittal Form (Attachment A) ..... 19

Detailed Scope of Work (Attachment B).....20-24

Proposal Cost Form (Attachment C) .....25-26

Offeror Qualification Form (Attachment D) .....27-31

Proposal Bond Security Instructions (Attachment E) ..... 32

Proposal Bond Security Form (Attachment F).....33-34

Non-Collusion Form (Attachment G)..... 35

Disclosure Statements Form (Attachment H).....36

Exhibits .....37



**AMERICAN SAMOA POWER AUTHORITY  
Materials Management Office**

**NOTICE TO OFFERORS  
REQUEST FOR PROPOSALS**

Issuance Date: November 26, 2013  
RFP No. ASPA14.1132.SW. MUNICIPAL SOLID WASTE COLLECTION  
PROJECT: **MUNICIPAL SOLID WASTE COLLECTION AND DISPOSAL  
SERVICES**

CLOSING DATE/TIME December 30, 2013 @ 2:00 p.m. American Samoa Time

The American Samoa Power Authority (ASPA) requests proposals from qualified offerors for the Municipal Solid Waste Collection and Disposal Service. A complete RFP package may be picked up from the ASPA Materials Management Office located at the Tafuna Power Plant compound (Security Guard at the Gate will direct you to the Materials Management Office). You may also view this RFP online at [www.aspower.com](http://www.aspower.com) which is the ASPA Website. For more information about this RFP, please contact the following person(s):

Ms. Liz Puni, Contract Specialist  
Tel. 684.699.0105  
elizabeth@aspower.com

Qualified Offerors must submit proposals in a sealed envelope, box, or other enclosure addressed to the ASPA Materials Management. The sealed envelope or box must be labeled RFP No. ASPA14.1132.SW. MUNICIPAL SOLID WASTE COLLECTION and DISPOSAL SERVICES, Attention: Nancy Mauga, Materials/Procurement Manager and show date and time of proposal opening. An original, one PDF, electronic copy, and five (5) hard copies of the proposal must be received in the Materials Management Office located in the Tafuna Power Plant Compound no later than **2:00 pm on December 30, 2013**. Late submittals will not be opened or considered and will be designated as non-responsive.

All proposals shall be accompanied by a proposal bond equal to 10 percent (10%) of the total proposal to be forfeited to ASPA in the event of failure of the Offeror to honor the terms of its proposal.

The American Samoa Power Authority reserves the right to:

1. Reject all proposals and reissue a new or amended RFP or addenda as deemed necessary by ASPA;
2. Request additional information from any Offeror;
3. Select a firm for award based on other than "least cost" (e.g. capability to complete work in a timely fashion or proven technical capabilities);
4. Negotiate a contract with the Offeror that is selected for award; and/or
5. Waive any non-material violations of rules set up in this RFP at its sole discretion.

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Utua Abe Malae, Executive Director

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Date



**AMERICAN SAMOA POWER AUTHORITY**  
**Materials Management Office**

**PROPOSAL INVITATION**

**AMERICAN SAMOA POWER AUTHORITY**  
**MATERIALS MANAGEMENT OFFICE**  
**P.O. BOX PPB**  
**PAGO PAGO, AMERICAN SAMOA 96799**  
**684-699-0105**

**DATED ISSUED:** November 26, 2013

**RFP NO:** ASPA14.1132.SW.MUNICIPAL SOLID WASTE COLLECTION and DISPOSAL

**INSTRUCTIONS:**

- 1) This Request for Proposals (RFP) shall require an original, one PDF electronic copy, and five (5) hard copies that must be received at ASPA's Materials Management Office no later than 2:00 pm on December 30, 2013. The envelope or box must be labeled "ASPA14.1132.SW. MUNICIPAL SOLID WASTE COLLECTION and DISPOSAL SERVICES. Late submittals will not be opened or considered and will be determined as non-responsive. All Offerors shall provide sufficient written and verifiable information that responds to the requirements set forth herein and in the Scope of Work (SOW).
- 2) Pre-proposal Questions –Any pre-proposal questions and/or clarifications shall be submitted to Liz Puni in writing (through electronic mail or hard copy at [elizabeth@aspower.com](mailto:elizabeth@aspower.com) or [procurement@aspower.com](mailto:procurement@aspower.com) ). Questions and/or clarifications are welcome and should be submitted no later than 4:00 pm on December 18, 2013. ASPA shall issue addenda to address any questions and/or clarifications as necessary.
- 3) Pre-bid meeting: Offerors are to note that a Pre-Bid Meeting will be held on December 5, 2013 at 10:00 a.m. at the Power Generation Conference Room.

**NOTE TO OFFERORS:**

This Request for Proposals (RFP) is subject to the attached General Terms and Conditions of **the ASPA14.1132.SW. MUNICIPAL SOLID WASTE COLLECTION SERVICES.** The undersigned Offeror agrees to furnish, within the time specified, the articles and services at the price stated opposite the respective terms listed on the schedule provided, unless otherwise specified by an Offeror. In consideration of the expense to ASPA in opening, tabulating, and evaluating this proposal, and because time is of the essence, the undersigned agrees that this proposal shall remain firm and irrevocable within **one hundred and twenty (120) calendar days** from the date opening to supply any or all of the items which prices are proposed.

Signed: \_\_\_\_\_

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

**AMERICAN SAMOA POWER AUTHORITY**  
**SPECIAL REMINDERS TO PROSPECTIVE OFFERORS**

All Offerors are reminded to read and comply with the Proposal Invitation Instructions and General Terms and Conditions. The Offeror must attach a signed Proposal Transmittal Form and acknowledgement of all Proposal Conditions and Addenda. The Offeror shall ascertain that all of the following requirements of the proposal are submitted in a single proposal envelope or box and delivered prior to the specified date and time for proposal opening.

- a. Proposal Transmittal Form (Attachment A)
- b. Proposal Cost Form (Attachment C)
- c. Offeror Qualification Sheet (Attachment D)
- d. Proposal Bond Security Instruction (Attachment E)
- e. 10% Proposal Security/Bond Form (Attachment F)
- f. Non-Collusion Form (Attachment G)
- g. Disclosure Statement Form (Attachment H)
- h. Business License (American Samoa License or Applicable License)
- i. Technical Proposal

**All required forms must be signed and returned with the proposal envelope. Failure to comply with these requirements may result in disqualification or rejection of the proposal.**

I, \_\_\_\_\_ the duly authorized Representative of \_\_\_\_\_, acknowledge receipt of this special reminder to prospective Offerors together with **“ASPA14.1132.SW.MUNICIPAL SOLID WASTE COLLECTION SERVICE”** as of this date, \_\_\_\_\_, 2013, and addenda (listed below) issued by ASPA.

\_\_\_\_\_  
Signature of Offeror’s Representative

Addenda \_\_\_\_\_

## SIGNIFICANT DATES

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

November 26, 2013	RFP Issuance Date
December 5, 2013 at 10:00 am	Pre-bid Meeting
December 18, 2013	Deadline for submitting questions, inquiries, and/or clarifications to ASPA.
December 20, 2013	ASPA Deadline to Issue any Addenda to address questions and or clarifications as necessary.
December 30, 2013 at 2:00 pm	Closing Date.
January 6, 2014	Evaluation, Requests for Clarifications of Proposal, and Negotiation
January 13, 2014	Inform Successful Offeror
January 20, 2014	Contract Award
January 30, 2014	Contract Execution and Notice to Proceed

**DATES ARE SUBJECT TO CHANGE AT ASPA'S DISCRETION**

**GENERAL TERMS AND CONDITIONS**  
**For**  
**MUNICIPAL SOLID WASTE COLLECTION AND DISPOSAL SERVICE**  
**ASPA14.1132.SW**  
**Request for Proposals**

**I. Introduction**

- A. This is a Request for Proposals (RFP) issued by the American Samoa Power Authority (“ASPA”) in American Samoa. ASPA is dedicated to responsive and customer-focused Municipal Solid Waste services for the people and the community of American Samoa. The American Samoa Power Authority (“ASPA”) invites and will receive Proposals from Offerors with strong commitment to excellent customer service, which will work well with ASPA, and promote and support core values of trust, teamwork, effective communication, professionalism, and quality of life.
- B. The American Samoa Power Authority is requesting Proposals from qualified firms for Municipal Solid Waste collection services. These services include: residential and commercial garbage collection. The initial contract term will be for three (3) years, from February 1, 2014 to January 31, 2016, with an option for two additional three-year extensions.
- C. ASPA also reserves the right to award this contract to a single contractor or to award this contract into two (2) or three (3) contracts.
- D. The ideal offeror shall be able and commit to Customer focused, responsive, innovative, friendly, and committed to offering ASPA’s customers quality service. ASPA desires a partnership, which recognizes quality management driven by value and a strong work ethic, not necessarily the least expensive provider. The Offeror shall provide an efficient and economical service of solid waste collection and disposal island wide for all ASPA customers.  
  
The offeror shall collect and transport municipal solid waste from all residential and commercial customers.
- E. Leave waste containers (64 gal) on the side in an upright fashion and properly placed at container site.
- F. Ensure there are no loose municipal solid wastes in the streets from performing this task. If municipal solid waste falls out of the container or truck during collection, the offeror is responsible for picking up.
- G. Maintain consistent route schedule so that customers can expect their municipal solid waste to be picked up at approximately the same time each day/week/months.
- H. Inform ASPA SW manager or ASPA designee of any event including, but not limited to the equipment failure, manpower shortage, bad weather which may delay the pick-up of municipal solid waste by more than two hours on any special day.
- I. Maintain positive communication with ASPA and its customers.
- J. Be responsive to ASPA customers complaints and concerns.
- K. Treat Customers with respect and with top priority.

- L. If the offeror misses a pick-up, the offeror will return to make up for missed pick up within twenty-four (24) hour period.

## II. BACKGROUND HISTORY

- A. The American Samoa Power Authority is a multi-function public utility that provides electric power, water, waste water, solid waste services and fuel distribution services. Solid Waste was transferred in 1995 under ASPA management, via Executive Order No: 05-1995.
- B. ASPA's main purpose and intent is "to ensure that all solid waste collection and disposal within the Territory of American Samoa is conducted in accordance with sound business and utility practices, that service is reliable, and that municipal solid waste collection and disposal facilities and resources are efficiently used and that the needs of the people of American Samoa for municipal solid waste collection and disposal are provided for in a timely, affordable fashion and in accordance with local and Federal standards applicable in the Territory". The Municipal Solid Waste Division is responsible for collection and disposal of municipal solid waste (MSW) and scrap metal throughout American Samoa.
- C. As part of the transfer of Municipal Solid Waste to ASPA, ASG was paying a subsidy of \$650,000 a year to assist SW with its operations in lieu of charging customers the actual costs of providing actual services. In 1998 ASPA introduced SW fees to fund operations and in 2001, the ASG discontinued the subsidy due to financial difficulties of the government at the time. The incremental increase of solid waste charges that was initiated on July 2010, is allowing the ASPA Solid Waste Division to recover actual costs of its solid waste operations. ASPA electric division is still subsidizing SW operations.
- D. When Solid Waste was transferred under ASPA in 1995, solid waste collection was already outsourced from 1995 to 2009. ASPA inherited these two contractors during that time and were responsible for collection of container and bin routes. In 2009, SW collection was brought in-house at ASPA. SW obtained federal grants and purchased collection equipment.
- E. ASPA's SW Recycling program is currently on hold as ASPA pursues the purchase of land to restart the recycling program. ASPA has recycling equipment such as a glass pulverizer and aluminum can crusher. These are operated at Futiga Landfill area. The huge baler for metals is situated at the ASPA compound Tafuna.
- F. Scrap metal operations is currently operated at the ASPA Tafuna compound. ASPA currently has a contract with a scrap metal buyer in New Zealand in which the ASPA SW division operates a baling and shipping scrap metal containers to CMA Recycling.

## III. PROPOSAL SUBMITTALS



The Offeror shall provide a collated binder that includes tab separators. The proposal binder shall be organized as follows.

A. **Transmittal Form** (Letter on Offeror Letterhead) - The Offeror shall submit a completed Attachment A "Proposal Transmittal Form."

B. **Tab 1 – Proposal Submission Forms**

The Offeror shall complete and include in Tab 1 all required forms as provided for in this RFP.

1. **Proposal Cost Form** – Attachment C
2. **Offeror Qualification Form** – Attachment D - A dossier of personnel qualifications and professional credentials must be provided in Attachment D. Failure to provide this information may result in the proposal being rejected for non-responsiveness.

Attachment D must include a list of three or more references and a experience history to document a minimum of five (5) years of specifically related experience.

3. **Proposal Bond** – Attachment E & F -Offerors must submit a proposal security proposal bond (or cashier's check) made payable to ASPA equivalent to 10% of the project proposal total amount. The Offeror shall forfeit the proposal bond (or cashier's check) in the event that the Offeror withdraws his proposal between the time the sealed proposals are opened and a contract is signed between ASPA and the most responsible Offeror. All non-forfeited proposal bonds will be released back to the Offerors when ASPA and the most responsible Offeror signs a contract. Proposals received without an appropriate proposal bond will be considered non-responsive and will not receive consideration.
4. **Non-Collusion Form** – Attachment G
5. **Disclosure Statements Form** – Attachment H
6. **Licenses** - Offerors must hold an appropriate and current professional certification and business licenses for the requested professional services. Please provide a copy of any and all professional certifications and business licenses.

C. **Tab 2 – Technical Proposal** - The Offeror shall submit a full and detailed Technical Proposal as required in this RFP, which describes the materials, services, and procedures that completely addresses the requirements presented in the Scope of Work. As part of the Technical Proposal, the Offeror shall provide the following information:

1. **Project Goals and Objectives** – The Offeror shall describe the project goals and objectives, and project methodology.
2. **Technical System Design and Specifications** – Technical description of the proposed approach to the scope of work. Contractor must describe its approach to accomplishing the duties set forth in the **Scope of Work**. This includes listing of specific actions the Contractor will undertake to achieve the goals and objectives outlined in the **Scope of Work**. It also includes a

time line schedule of work, including but not limited to, site visits, public meetings, draft reports and final report.

3. **Project Timetable and Milestones** (including copy of MS Project Plan in soft copy). Also include inside the timeline the following:
  4. **Prior Related Experience/Past Performance** - The Offeror shall provide a description of the Offeror firm's related experience.
  5. **Subcontractors** – provide if any is required.
- D. **Tab 4 - Cost Proposal** - The Offeror shall submit a detailed cost proposal that completely addresses the requirements of the scope of work. All costs shall be in firm, fixed, U.S. Dollars. The Offeror shall submit a cost proposal in addition to a sum proposal as required in **Attachment C**.
- E. **Tab 5 - Additional Information** - The Offeror may include any additional information, including company and product brochures.
- F. **Tab 7 – Addenda** – The Offeror must return to ASPA executed copies of all addenda issued by ASPA.

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

- A. Each Offeror must submit its proposal in a sealed envelope addressed to:

Nancy Tinitali-Mauga  
Procurement Manager  
Tel. 684.699.0105  
P.O. Box PPB  
Pago Pago, AS 96799  
[maugan@aspower.com](mailto:maugan@aspower.com)

- B. An original, 5(five) hard copies, and one (1) electronic PDF copy of **each part** of the proposal must be received in the Materials Management Office by selected means as detailed in Proposal Invitation on page 4.
- C. Late submittals will not be opened or considered and will be determined as non-responsive.
- D. All Offerors shall provide sufficient written and verifiable information that responds to the requirements of the RFP, and in accordance with the SOW.

#### V. PRE-PROPOSAL QUESTIONS

- A. Any pre-proposal questions and/or clarification requests shall be submitted in writing to Nancy Tinitali-Mauga, Materials/Procurement Manager through electronic mail at [maugan@aspower.com](mailto:maugan@aspower.com) or in hard copy to the address listed on page 4 of this document.
- B. Pre-proposal questions must be received no later than 4:00 p.m. on **December 18, 2013**. ASPA will then issue addenda to address any questions and/or clarifications as may be necessary on **December 20, 2013**

#### VI. ADDENDA

- A. ASPA reserves the right to issue Addenda for any changes to this RFP.
- B. The Offerors will be requested to send a signed "Receipt of Addenda" to ASPA for each addendum that may be issued.
- C. **All Addenda will be posted to the [www.aspower.com](http://www.aspower.com) web site.**
- D. **The Offeror must sign and include all addenda as a part of the proposal submittal.**

#### **VI. BEST AND FINAL OFFER**

ASPA reserves the right to issue a Request for a Best and Final Offer ("BAFO") at its sole discretion.

#### **VII. TYPE OF CONTRACT**

- A. The successful Offeror will provide services to ASPA under a negotiated fixed fee agreement.
- B. The successful Offeror shall be an independent contractor and not an agent or employee of the American Samoa Power Authority.
- C. The successful Offeror shall furnish the necessary personnel, materials, insurances, licenses, equipment, ground transportation to and from work areas, required materials or services, and otherwise do all things necessary to perform the work and services specified in the Scope of Work and to the satisfaction of ASPA.
  - 1. The successful Offeror must at all times comply with all applicable worker's compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable.
  - 2. ASPA will not be held responsible in any way for claims filed against the successful Offeror for services performed under the terms of this RFP or the contract.

#### **VIII. PAYMENT TERMS**

- A. ASPA shall pay the contractor for the performance of this agreement the sums due based on the unit prices as listed in the Bid Form, subject to any condition or deductions as provided under this contract per Contractor's unit price for solid waste collection and disposal per Bid Form Price.
- B. The contractor shall submit invoices by the 5<sup>th</sup> day of each month for services rendered during the preceding month, and payments will be made to the contractor on or before the 15<sup>th</sup> day of each calendar month upon verification of the invoices submitted.
- C. The successful offeror shall submit invoices to the ASPA SW at the bid prices. All verified by its authorized field representative.

#### **IX. INSURANCE COVERAGE**

- A. **INSURANCE COVERAGE.** Coverage is an important part of the selection review of the Source Evaluation Board (SEB). Insurance coverage shall be provided but not limited to the following areas. The amount of coverage offered shall be detailed in the Offeror's proposal.

The contractor(s) shall provide proof of commercial general liability insurance, including completed operations coverage, with limits of \$1,000,000.00 per occurrence and \$5,000,000.00 aggregate, and shall add ASPA to the policy as an additional insured by way of amendatory endorsement and certificate of insurance. The liability insurance shall contain contractual liability coverage applicable to the indemnification obligations of the contractor. Contractor(s) shall provide proof of acceptable automobile insurance applicable to activities in connection with the project, as well as workers compensation insurance applicable to its employees. ASPA shall not be required to indemnify or insure the contractor.

- B. **CERTIFICATES OF INSURANCE:** Prior to the commencement date of an awarded contract, certificates of insurance or verified copies of all insurance policies shall be provided to ASPA, together with a certificate of the insurer that the policy or policies are in full force and effect and that same will not be altered, amended or terminated without thirty (30) days written notice having been given to the ASPA. If the levels of coverage and policy conditions outlined in the insurance policies do not meet the requirements of ASPA, the CONTRACTOR will be required to obtain additional coverage prior to the start of work. All insurance policies shall be renewed at least fifteen days before expiry. The CONTRACTOR shall furnish ASPA with adequate evidence that the CONTRACTOR has obtained and is maintaining in force Worker Compensation and EMPLOYEE's Liability insurance to cover immediate expenses and long-term costs, including loss of income, related to injury and disability obtained during and from work operations.

#### X. PROPOSAL SECURITY / BOND

- A. **Proposal Security** - Each proposal must be accompanied by a cashier's check or proposal bond made payable to the American Samoa Power Authority. The cashier's check or proposal bond shall be ten percent (10%) of the total proposal amount in U.S. dollars. Company or personal checks are not acceptable. If an offeror fails to submit the required proposal security with the proposal, the proposal shall be considered non-responsive and subject to rejection.
- B. **Return of Proposal Security** - ASPA reserve the right to retain the proposal security of the three lowest Offerors until the successful Offeror has signed and delivered the contract. Upon failure of the successful Offeror to sign and deliver said contract within the specific time, the next lowest proposal may be at ASPA discretion, whereupon the above instruction and requirements will apply to the said second Offeror.

Proposal security in the form of legal tender or a cashier's check will be returned promptly after the review of all proposals, except those of the three lowest Offerors, which will be retained and returned within 25 days after the contract has been executed.

#### XI. BASIS FOR SELECTION

- A. Contract award will be made by ASPA in accordance with the evaluation criteria set forth herein and with the ASPA Procurement Rules.
- B. Proposals will be evaluated by a Source Evaluation Board (SEB).

1. SEB members shall be nominated by the Materials/Procurement Manager with approval by the Executive Director.
  2. Submission of a proposal shall constitute a waiver of any challenge or dispute of the SEB process.
- C. The SEB will evaluate each of the responsible submitted proposals, as determined by the Evaluation Criteria set forth in this RFP.
1. Discussions may be conducted by the SEB with any or all of the Offerors.
  2. Such discussions shall only be conducted for the purpose of obtaining clarification from the Offeror on its proposal in order to ensure full understanding of, and responsiveness to, the RFP requirements.
  3. Discussions shall be conducted on an “as-needed” basis with individual Offerors.
  4. Care shall be exercised to ensure that no information derived from competing Offeror’s proposals is disclosed.
  5. Each Offeror with whom discussions are conducted shall be accorded an opportunity to revise their proposals in response to specific clarifications based on the discussions.
- D. When the evaluation process is complete, the SEB will forward a ranked order memorandum of recommendation for contract award to the Materials\Procurement Manager.

**XII. EVALUATION CRITERIA**

- A. All Responsive Proposals will be evaluated and ranked by the Source Evaluation Board according to the following point system.
- |                    |                             |
|--------------------|-----------------------------|
| 1. Schedule:       | 0-15 points possible        |
| 2. Experience:     | 0-25 points possible        |
| 3. Technical:      | 0-25 points possible        |
| 4. Contract Price: | <u>0-35 points possible</u> |
|                    | 100 total points possible   |
- B. ASPA reserves the right to make the contract award to the Offeror that submits the proposal which best meets the requirements set forth herein and which is in the best interests of ASPA after taking into consideration the aforementioned factors.

**XIII. ATTACHMENTS**

- A. Attachment A contains the Proposal Transmittal Form
- B. Attachment B contains the Detailed Scope of Work
- C. Attachment C contains the Cost Proposal Form
- D. Attachment D contains the Offeror’s Qualification Form

- E. Attachment E contains Proposal Security Bond Instructions
- F. Attachment F contains Proposal Security Bond Form
- G. Attachment G contains the Non-Collusion Affidavit Form
- H. Attachment H contains the Disclosure Statements Form

#### **XIV. QUALIFICATION OF OFFERORS**

- A. At a minimum, the Offeror shall submit that information which is required by Attachment D, the "Offeror's Qualification Form."
- B. ASPA may make such investigations as it deems necessary to determine the ability of the Offeror to perform the work.
- C. The Offeror shall furnish to ASPA such additional information and data for this purpose as ASPA may request, or the proposal may be deemed non-responsive.

#### **XV. MULTIPLE PROPOSALS – COLLUSION**

- A. If more than one Proposal is submitted by any one party or in the name of its clerk, partner or other person, all Proposals submitted by said party may be rejected by ASPA.
- B. If requested by ASPA to do so, an Offeror may submit an alternate Proposal.
- C. If ASPA believes that collusion exists amongst any Offerors, the participants in such collusion will be disqualified from contract award consideration.
- D. The proposals in which the proposed costs and fees are unreasonably high, or unrealistically low, may be rejected at ASPA's sole discretion.

#### **XVI. BUSINESS LICENSE**

- A. Off-island Offerors (outside of American Samoa) shall be appropriately licensed in accordance with the state and/or country of the Offeror's origin and shall be skilled and regularly engaged in the general type and capacity of work called for under this RFP.
- B. Local Offerors shall possess a currently valid American Samoa Business License prior to the execution of the contract.

#### **XVII. OFFEROR'S UNDERSTANDING**

- A. The successful Offeror must inform itself of the conditions relating to the execution of the work.
- B. The successful Offeror will make itself thoroughly familiar with all the Contract Documents prior to execution of the Agreement.
- C. The successful Offeror shall comply with, federal and territorial statutes and ordinances relative to the execution of the work including, but not limited to, applicable regulations which concern the following:
  - 1. Wage rates;
  - 2. Non-discrimination in the employment of labor;

3. Protection of public and employee safety and health;
  4. Environmental protection;
  5. Historic preservation;
  6. Protection of natural resources;
  7. Fire protection;
  8. Burning and non-burning requirements;
  9. Permits, fees, and
  10. Similar subjects.
- D. The successful Offeror shall agree to the requirements under Executive Order No. 11246, as amended, including specifically the provisions of the equal employment opportunity clause.

#### **XVIII. AMERICAN SAMOA LICENSES, PERMITS, TAXES AND IMPORT DUTY**

- A. The Offeror shall be cognizant of and shall comply with all American Samoa Government (ASG) laws and ordinances pertaining to licenses, permits, the American Samoa Government tax structure and import duty.
1. The successful Offeror shall have an ASG Business License in order to perform the required contractual work.
  2. As necessary, the successful Offeror must pay income taxes to the American Samoa Government based on the profit made on the RFP contract.
- B. American Samoa is a protectorate of the United States and lies outside the jurisdiction of the U.S. Customs and U.S. Immigration Department.
- Any Offeror-owned equipment to be returned to the country of origin will be subject to customs/import duty unless properly manifested before shipping to American Samoa.
- C. Excise Tax on equipment (5%) to be incorporated into the project or used on this project will may be waived upon written request to the American Samoa Government. The Excise tax is the responsibility of the successful Offeror. Any pursuit of a waiver of such Excise Tax is the responsibility of the successful Offeror.
- D. If the Offeror elects to sell its equipment locally upon completion of the contract or use the equipment for other than this project rather than shipping the equipment away from American Samoa, that equipment will then be subject to the appropriate import duty rates required for such equipment under the American Samoa Import Duties and Taxes codes.
- E. Any equipment imported for use on other than this project is also subject to local duty and taxes.
- F. A successful Offeror who is also a foreign corporation shall take note of the American Samoa Section 1442 of the Internal Revenue Code for tax year 2000, as adopted by ASG pursuant to A.S.C.A. § 11.0403.

#### **XIX. WITHDRAWAL OF PROPOSAL**

- A. Any Proposal shall be withdrawn prior to the scheduled time for the opening of Proposals by notifying ASPA in a written request.
- B. No Proposal shall be withdrawn after the time scheduled for opening of Proposals.

**XX. OPENING AND EVALUATION OF PROPOSALS**

- A. In accordance with Procurement Rule § 3-110, Proposals will be opened and recorded as part of the record for the Source Evaluation Board on the date and at the time indicated in Proposal Invitation of this document.
- B. All Proposals will be opened at the ASPA Power Generation Office in the Tafuna Power Plant Compound in American Samoa or in another location so designated by the ASPA Procurement Manager in writing.
- C. In accordance with Procurement Rule § 3-114, mistakes in a proposal detected during or after proposal closing may be corrected. If the Offeror submits evidence in writing satisfactory to the Materials/Procurement Manager that a mistake has been made by the Offeror in the calculation of the proposal, the proposal may be corrected or withdrawn; provided, that the claim of mistake and the evidence in support thereof must be made and provided within three (3) business days after the proposal has been opened.

**XXI. EXECUTION OF CONTRACT**

Upon receiving the ASPA Notice of Award, the successful Offeror must sign and deliver the Contract to ASPA, together with any other documents as may be required by the ASPA within Fifteen (15) calendar days.

**XXII. RFP CONDITIONS**

- A. This RFP does not commit ASPA to award a contract or to pay any cost incurred in the preparation of a proposal.
- B. ASPA reserves the right to do the following:
  - 1. Reject any Offeror for being non responsive to the Proposal requirements which are contained in this RFP;
  - 2. Reject all proposals and reissue an amended RFP;
  - 3. Request additional information from any Offeror submitting a proposal;
  - 4. Select an Offeror for award based on other than "least cost" criteria (e. g. capability to complete work in a timely fashion or substantive and relevant work experience);
  - 5. Negotiate a contract with the Offeror selected for award;
  - 6. Revoke an award letter from one Offeror should negotiations fail to produce a satisfactory contract from ASPA's point of view and award the project to another Offeror;
  - 7. Retain as liquidated damages the proposal bond of any Offeror who does negotiate with ASPA in good faith; and
  - 8. Waive any non-material violations of rules contained in this RFP.
- C. ASPA reserves the right to issue addenda to this RFP.



1. The Offeror must send ASPA a signed Receipt of Addenda form confirming the receipt of any Addendum;
2. The Offeror shall submit any additional information that is required by any Addendum;
3. If any Offeror fails to acknowledge the receipt of any such Addendum, the Offeror's Proposal will be considered irregular and will be accepted by ASPA only if it is in ASPA's best interest;

**XXIII. DEFINITIONS**

The following shall be the applicable standards and codes to which the equipment shall comply with. The latest version of the standards or codes shall be binding.

- A. ASEPA                    American Samoa Environment Protection Agency
- B. USEPA                    United States Environment Protection Agency

**XXIV. LIQUIDATED DAMAGES.**

- A. The Offeror(s) to whom the Contract shall have been awarded will be required to execute 3 copies of the Contract on the form attached hereto and to furnish insurance certificates, all as required. In case of the Offeror's refusal or failure to do so within twenty (20) days after its receipt of formal notice of award, Offeror will be considered to have abandoned all rights and interests in the award, and Offeror's proposal security may be declared forfeited to ASPA as liquidated damages. The award may then be made to the next best qualified Offeror or the work re-advertised for Proposals as ASPA may elect.
- B. Failure to respond to each complaint or service request within the time set forth in this contract at a fee of \$150 per incident/day.
- C. Missed or incomplete collection for the same services in this contract for:
- D. Two consecutive scheduled Collections                    -                    \$250.00
- E. Three or six (6) scheduled collections                    -                    \$250.00
- F. Eight collection in Six months                    -                    \$500.00
- G. Twelve (12) collection in twelve months                    -                    \$1000.00

**XXV. OFFEROR'S QUALIFICATION DATA**

- A. It is the intention of ASPA to award a contract only to one or more Offeror, who is able to furnish satisfactory evidence that the Offeror has the requisite experience and ability, including sufficient capital, facilities and plant, which are necessary to prosecute the work successfully and promptly and to complete it within the term set forth in the contract.
- B. The Offeror shall complete and submit Attachment D, the "Offeror's Qualification Form", as part of the total Proposal package.
- C. ASPA reserves the right to award this Solid Waste Contract to two to three individual contracts separately b. ASPA also reserves the right to award a single contract to a

contractor for the work for both by Bin Routes. ASPA reserves the right to award to one contractor for the full contract.

**ATTACHMENT A**  
**PROPOSAL TRANSMITTAL FORM**

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

AMERICAN SAMOA POWER AUTHORITY

American Samoa Government

To Whom It Concerns:

The undersigned (hereafter referred to as the Offeror) hereby proposes and agrees to furnish all of the requested submittal and proposal information pertaining to

**RFP NO. ASPA14.1132.SW. MUNICIPAL SOLID WASTE  
COLLECTION AND DISPOSAL SERVICE**

in accordance with the Scope of Work, General Terms and Conditions, Special Terms and Conditions, and other procurement requirements specified in this document for the prices stated in the itemized proposal form(s) attached hereto, plus any and all sums to be added and/or deducted resulting from all extra and/or omitted work in accordance with the unit and/or lump sum prices stated in the itemized proposal form attached hereto.

The undersigned has read and understands the proposal requirements, and is familiar with and knowledgeable of the local conditions at the island-wide location(s) where the work is to be performed. The Offeror has read the RFP Instructions and General Terms and Conditions attached to ascertain that all of the (see check boxes) requirements of the cost proposal are submitted in the proposal envelope, with five copies, at the date and time for proposal opening. (See Page Six (6) of this document, "SPECIAL REMINDERS TO PROSPECTIVE OFFERORS" to verify that all submittal requirement boxes have been checked.)

\_\_\_\_\_  
Signed

Seal

\_\_\_\_\_  
Date

## ATTACHMENT B

### SCOPE OF WORK

#### 1) Overview

The American Samoa Power Authority is soliciting proposals from qualified offerors to provide island wide municipal solid waste collection services. Currently, emergency contractors were hired to provide manual municipal solid waste collection to most of the island container routes. The three main Bin Routes are currently serviced by locally hired contractors and will be included as part of this bidding process. See Exhibit 1B, 1C and 2A for the service area map.

Description of the service area is provided in Exhibit 2A of this Request for Proposals (“RFP”). Failure to complete and submit all of the forms and information required in the RFP may be grounds to disqualify a proposal.

- a) Offeror must be able to perform the needed services within months of the transition period.
- b) Offeror must provide experience and qualification to operate and manage the municipal solid waste collection services.
- c) Offeror must provide Financial Stability to supply the necessary heavy equipment, transportation equipment and tools for these services
- d) Offeror must demonstrate Customer Service Skills and able to handle this during business hours
- e) Offeror shall provide a cost per month to provide these services, including the manpower, equipment fleet for these services
- f) Offeror can also provide a Proposed Payment schedule
- g) Offeror shall provide revenue stream to cover the cost of operating
- h) Offeror shall provide an efficient and economical service of municipal solid waste collection and disposal island wide for all ASPA customers.
- i) Offeror shall place the containers (64gal) on the roadside in an upright fashion and properly placed at container site once they are emptied.
- j) Offeror shall ensure no loose municipal solid wastes in the streets from performing their work. If municipal solid waste falls out of the container or truck during collection, the offeror is responsible to pick up the spills.
- k) Offeror shall maintain a consistent route schedule so that customers can expect their municipal waste(s) to be picked up at approximately the same time each day/week/months.
- l) Offeror shall inform ASPA SW manager or ASPA designee of any event including, but not limited to the Equipment failure, Manpower shortage, and bad weather which may delay the pick-up of municipal solid waste by more than two hours on any special day.
- m) Offeror shall maintain positive communication with ASPA and its customers.
- n) Offeror shall be responsive to ASPA customers’ complaints and concerns.
- o) Offeror shall treat Customers with Respect and with top priority.
- p) If the offeror misses a pick-up, the offeror will return to make up for missed pick up within the twenty-four (24) hour period.

**2) Collection Service Areas**

The collection service areas will cover the entire island from Fagamalo to Onenoa including the villages of Vatia, Afono, Masefau, Masausi, Sailele and Fagasa on the north side of the island. The contract area for Municipal Solid Waste Collection is divided into Three (3) routes or sections:

- a) Route 1 – Nu'uuli Airport Intersection to Onenoa Village
- b) Route 2 – Nu'uuli Airport Intersection to Malaeloa Intersection/ Siasoi Mageo Church
- c) Route 3 – Malaeloa Intersection/Siasoi Mageo to Fagamalo Village

Refer to Exhibit 1C – Routes Map

**3) Challenging Collection Areas**

The Offeror shall be able to perform municipal solid waste collection in certain areas of each route that require pickups from narrow third roads and back roads. In these areas a full-size collection vehicle may not fit. Smaller vehicle may be feasible in making turns.

Offerors may propose to rebalance routes for greater efficiency, which the ASPA acknowledges may change route days. However, any proposed changes in route days will be subject to review and approval by ASPA.

**4) Service Area Maps & Data**

The ASPA Solid Waste has provided maps of the service areas in Exhibit 1 through Exhibit 4 as follows:

- a) Exhibit 1A – Total Disposal Weight at Futiga Landfill;
- b) Exhibit 1B – Overall Bin Route Map;
- c) Exhibit 1C – Overall Container Route Map;
- d) Exhibit 2A – Bin and Container Route for all 3 Collection Routes;
- e) Exhibit 3A – Current List of Container Routes – Main Roads, 2<sup>nd</sup> and 3<sup>rd</sup> roads
- f) Exhibit 4A – ASPA SW Collection Equipment List;
- g) ASPA would not warrant nor accepts responsibility for the accuracy of the information. These maps will be available for review on ASPA website (<https://www.aspower.com>). It is the responsibility of each Offeror to undertake, at its sole cost, any verification of this information necessary for it to submit a response to this RFP.

**5) Solid Waste Collection Schedule**

- a) Bin Collection:
  - All Bin Route Customers: Monday, Wednesday and Friday
  - All Public and Private School Bins: Monday, Tuesday, Wednesday, Thursday and Friday.
- b) Container Collection:
  - All Residential Customers: Monday, Wednesday and Friday
- c) Offeror can provide an alternative operating plan schedule for ASPA to review.

d) The Offeror must clearly demonstrate that your company has the ability to implement the services in accordance with the Scope of this RFP transition on date, including meeting equipment, personnel, administration, maintenance and public education and outreach requirements.

**6) Collection Hours**

Collection shall be between 7:00 a.m. and 6:00 p.m., Monday through Friday. Saturday, Sunday and holiday collections is permitted for collection make up.

**7) Summer Municipal Solid Waste Collection**

Offeror's cost proposal shall consider a drop in price during summer municipal solid waste collection starting from June until August. Bin collection shall be reduced from 5 to 2 pick-ups per week due summer break for public and private schools. Schools with summer programs shall be exempted and verify by ASPA field representative.

**8) Hazardous Waste, Sharps and Red Bags Medical Waste**

ASPA and Contractors shall not collect hazardous waste, Sharps (syringes, needles, lancets, etc.) and Red Bags Medical waste. Residents and government agencies shall be directed to ASPA, American Samoa EPA and Department of Health for any hazardous waste.

**9) Bin Collection Locations**

Some of the Bin locations should remain unchanged from the Customer parking area or behind building and third roads. Some collection locations are set back from the road and the Offeror will need to use its rover truck to move the bins up to 10 feet to service. The Rover trucks must return the bins to its designated location.

**10) Bulky Item Collection**

- a) Contractor shall provide a separate cost for bulky item collection. Currently, the ASPA SW collects bulky items that can be collected using ASPA Flatbeds equipment, including mattresses, small furniture, and couches without metal frame work (no sleeper couches). Residents are requested to call in for this collection, but items clearly placed for collection will be collected with or without a call in.
- b) Residents shall continue to receive unlimited call-in collection of the same items at no charge, though the Offeror may want or need to use a second, alternative collection vehicle such as a flatbed to perform this service.
- c) Roofing iron, large appliances, sleeper couches and electronic waste are not collected under this basic bulky item collection program, but will be collected as "Scrap Metal Collection Item" by ASPA.

**11) Tree or Green Waste Collection**

Contractor shall not pick up bin and/or container that is  $\frac{3}{4}$  full of green waste with an exemption for customers without space for composting. Contractor shall contact SW office or inspector immediately with customer's location of such finding(s). ASPA SW shall contact and inform customer of the decision to avoid conflict with Contractor.

**12) ASPA/ASG Government Sponsored Event Collection**

- a) Contractor will be required to provide and collect bins and/or roll-off boxes, on an as needed basis, at any government –sponsored event at no additional cost. ASPA or government event is responsible for providing and placing the litter boxes. The responsible ASG agency should transport solid waste from event litter boxes to Offeror, provide bins/roll-off boxes for disposal for processing by Offeror. The current American Samoa Government (ASG)-sponsored events include, but are not limited to:
  - i) American Samoa Flag Day event on April 17 every year;
  - ii) July 4<sup>th</sup> every year;

**13) Contractor to Collect Spilled or Overflowing Municipal Solid Waste**

The Offeror shall promptly clean up all spilled solid waste materials on public property. The Offeror shall clean up spills and/or overflow in the immediate vicinity of bin/container location regardless of whether the Offeror caused the trash spill.

**14) Emergency Services**

The successful Offeror shall provide collection vehicles for use in emergency clean-up situations upon request. Propose an hourly rate for the use of one crew and one vehicle for on-call emergencies.

**15) Holiday Collection**

If the regularly scheduled collection day falls on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, or Christmas Day, collection days for the remainder of that week shall all be postponed one collection day.

**16) Collection Equipment/Vehicle Requirements**

- a) Please provide a table that includes the following information for each equipment to be used under this agreement. Offeror shall clearly identify, and include the size of the smaller vehicles that will be used for collection from narrow back roads and third roads.
- b) If flatbed truck(s) (FBT) are used by Offeror, equipment must be tilted bed, and equipped with mechanical lifting device(s) to avoid personnel injuries.
  - i) Make
  - ii) Model
  - iii) Model Year
  - iv) Type of fuel
  - v) Equipment type (front-loader, rear-loader, Side Loader etc.)
  - vi) Number of Equipment with description to be used
- c) Offeror's collection equipment shall be ready for ASPA to inspect. The Offeror must submit equipment list with insurance coverage and supporting documents shall be part of the submittals.
- d) All listed Equipment shall be no older than ten years at any time during the agreement terms.
- e) Certain areas of the three routes may not accommodate automated side-load, rear-end load collection vehicles, and may require other collection vehicle types and collection methods. Offerors will need to identify the size and type of vehicles in the different route areas reflected on the map/List – Exhibit 3A.

- f) Purchase of ASPA Collection Equipment - Offerors shall propose a price for the purchase of ASPA's refuse collection Equipment. See Exhibit 4A for the list of the collection equipment and Vehicle.

**17) ASPA SW Role and Responsibility**

- a) The American Samoa Power Authority Solid Waste Division will inspect and monitor each contractor performance and services.



**ATTACHMENT C**  
**PROPOSAL COST FORM**

TO: American Samoa Power Authority, Attn: Procurement Manager  
ADDRESS: PO Box PPB, Pago Pago, American Samoa 96799  
TITLE: **MUNICIPAL SOLID WASTE COLLECTION AND DISPOSAL SERVICE**  
RFP NO. **ASPA14.1132.SW.MUNICIPAL SOLID WASTE COLLECTION AND DISPOSAL SERVICE**

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

DATE: \_\_\_\_\_, 2013

Gentlemen/Ladies:

The undersigned, (hereafter called an "Offeror") hereby proposes and agrees to furnish all the necessary information to above quote in accordance with the Materials Specifications, and Scope of Work, and other procurement requirements specified in these documents 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.

IN WITNESS THEREOF, the undersigned has caused this instrument to be executed by its duly authorized officers on this \_\_\_\_ day of \_\_\_\_\_, 2013.

OFFEROR:

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

Name:

Title:

Seal

**ITEM PRICING**

**PROPOSAL FORM:**

**MUNICIPAL SOLID WASTE COLLECTION AND DISPOSAL SERVICE**

*(Offeror may add more rows as needed)*

**Company Name:** \_\_\_\_\_

**ALL ITEMS MUST BE QUOTED IN US DOLLARS AND ALL LINES MUST BE COMPLETED**

**Following is a general form. For any additional items and costs, Offerors must add lines to this proposal and specifically describe each item.**

<b>Service</b>	<b>Bid Price</b>	<b>\$/Year</b>	<b>\$/ 2nd Year</b>	<b>\$/ 3rd Year</b>
Route 1 - Customer Solid Waste Collection for Bin & Container	\$ ____/Month			
Route 1 - Reduce Price Summer Collection for Public & Private Schools Bins (3 wks June + 1 wk Aug = 1 month + July = 2 month)	\$ ____/Month			
Route 2 - Customer Solid Waste Collection for Bin & Container	\$ ____/Month			
Route 2 - Reduce Price Summer Collection for Public & Private Schools Bins (3 wks June + 1 wk Aug = 1 month + July = 2 month)	\$ ____/Month			
Route 3 - Customer Solid Waste Collection for Bin & Container	\$ ____/Month			
Route 3 - Reduce Price Summer Collection for Public & Private Schools Bins (3 wks June + 1 wk Aug = 1 month + July = 2 month)	\$ ____/Month			
Bulky Item Collection	\$ ____/Month			
Emergency Collection Services – one crew and truck (disposal at actual cost per ton)	\$ ____/Hour			

**ATTACHMENT D**  
**OFFEROR QUALIFICATION SHEET**

**(RESPONSIVE OFFERORS WILL FULLY COMPLETE THIS FORM)**

1. Name of Organization: \_\_\_\_\_

2. Business Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. Telephone: (Home Office) \_\_\_\_\_

Business Telephone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Tax Identification Number: \_\_\_\_\_

4. Contact Person: \_\_\_\_\_

5. Type of Business (please check one):

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

*Note: For Corporations – Articles of Incorporation Certification must be on record with the Treasurer of American Samoa. Copies of partnership agreements and articles of incorporation must be submitted to the revenue branch with application form and relevant documents. Aliens cannot operate sole ownership enterprises and partnerships with aliens are subject to immigration board review.*

6. Place of Organization or State of Incorporation: \_\_\_\_\_

7. Owner's Names and Addresses (if not a Corporation):

\_\_\_\_\_

\_\_\_\_\_

8. For Corporations: Names and Addresses of Directors, Officers, and Stockholders with 20% or greater interest in the company.

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9. List US States and Territories where company is registered as a foreign corporation.

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10. List all projects of similar scope and extent which the Offeror has conducted within the past five-years; provide the dollar value contract amount for each project. And list project owner contact information for reference inquiries.

=====

Location and Date of Project: \_\_\_\_\_

Nature and scope of contract (provide a brief project description): \_\_\_\_\_

---

Name and address of awarding agency or owner for which work was performed:

---

---

Name, address, and phone number of Contact Person for the agency

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---

Contract Amount \_\_\_\_\_ Date of Completion \_\_\_\_\_

If not completed, why?

---

---

Was contract performed under joint venture, if so with whom and under what arrangement?

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---

---

Location and Date of Project:

Nature and scope of contract (provide a brief project description): \_\_\_\_\_

---

Name and address of awarding agency or owner for which work was performed:

---

---

Name, address, and phone number of Contact Person for the agency

---

---

Contract Amount \$ \_\_\_\_\_ Date of Completion \_\_\_\_\_

If not completed, why?

---

Was contract performed under joint venture, if so with whom and under what arrangement?

---

---

Location and Date of Project: \_\_\_\_\_

Nature and scope of contract (provide a brief project description): \_\_\_\_\_

---

Name and address of awarding agency or owner for which work was performed:

---

---

Name, address, and phone number of Contact Person for the agency

---

---

Contract Amount \_\_\_\_\_ Date of Completion \_\_\_\_\_

If not completed, why? \_\_\_\_\_

Was contract performed under joint venture, if so with whom and under what arrangement?

---

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11. List the name or names of supervisory personnel proposed to be employed on the work under this Contract, including the qualifications and experience record for each. Personnel resumes may be included within the Offeror's proposal submittal.

<u>Name</u>	<u>Qualifications/Experience</u>
_____	_____
_____	_____
_____	_____
_____	_____

12. List the names and addresses of at least three (3) references, one of which should be a bank or other lending institution, governmental agency, or bonding company.

<u>Name of Reference</u>	<u>Address and Contact Information</u>
<u>1</u> _____	_____



**ATTACHMENT E**

**PROPOSAL BOND SECURITY INSTRUCTIONS**

The Proposal Bond Security in the sum of 10% of the Total Contract Price must accompany each proposal and shall be furnished to the American Samoa Power Authority as a guarantee and will be retained until the written contract between a Contractor and ASPA is executed. If the Contractor fails to enter into a written contract because of bad faith negotiation, then ASPA will retain the Contractor's proposal bond as liquidated damages, but not as a penalty.



**ATTACHMENT F**

**PROPOSAL BOND SECURITY FORM**

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

The condition of the above obligation such that, whereas the Principal has submitted a proposal for the **MUNICIPAL SOLID WASTE COLLECTION AND DISPOSAL SERVICE** in accordance with RFP NO. **ASPA14.1132.SW.MUNICIPAL SOLID WASTE COLLECTION** (the "RFP").

Now therefore, if ASPA shall accept the proposal of the Principal as the apparent responsive and best responsible proposal, the Principal shall do the following:

1. Enter into a written contract, in the form prescribed by ASPA, in accordance with the terms of the RFP and the Principal's proposal;
2. File a bond with ASPA, if applicable, to guarantee faithful performance, as may be required by the Contract Documents; and
3. Furnish certificates of insurance and all other items as required by the RFP and the Contract Documents.

In the event of the failure of the Principal to enter such contract, furnish such performance bond, or furnish certificates of insurance and all other items as required by the Contract Documents, the Principal shall immediately pay to ASPA the amount hereof.

**[Signature Page Follows]**

IN WITNESS WHEREOF, we have hereunto set our hands on this proposal bond this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

Principal: \_\_\_\_\_  
(Name of Firm)

Surety: \_\_\_\_\_  
(Name of Firm)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Resident Agent:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address for Notices:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address for Notices:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: The signature of the person executing this Proposal Bond must be notarized. If an attorney-in-fact executes the proposal bond on behalf of the surety, a copy of the current power of attorney bearing the notarized signature of the appropriate corporate officer must also be included with the proposal bond.

ATTACHMENT G

NON-COLLUSION AFFIDAVIT OF PRIME OFFEROR

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

1. He/She is \_\_\_\_\_  
(Owner, Partner, Representative or Agent)  
of \_\_\_\_\_

the Offeror that has submitted the attached proposal.

2. 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 Offeror nor any of its officers, partners, owner, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Offeror, firm or person to submit a collusive or false proposal in connection with the Contract for which the attached proposal has been submitted or to refrain from submitting a proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Offeror, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against American Samoa Power Authority or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached proposal are fair and proper, and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Offeror or any of its agent's representatives, owners, employees, or parties in interest, including this affiant.

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

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

Subscribed and sworn to before me

This \_\_\_\_\_ day of \_\_\_\_\_, 2013

ATTACHMENT H  
DISCLOSURE STATEMENTS

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

I \_\_\_\_\_  
(Name of owner or partner- all partners must complete a form)

Of \_\_\_\_\_ the Offeror, that has submitted the attached proposal:  
(Name of company)

(Complete one of the two following statements)

1. I **have no** immediate relatives (parents, children or siblings) who are currently employed by the American Samoa Power Authority (ASPA) or the American Samoa Government (ASG)

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

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

Their names and positions in are as follows.

Name	Relationship to Employee	Position in ASPA
------	--------------------------	------------------

\_\_\_\_\_  
\_\_\_\_\_

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

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

## **Exhibits**

### 1) Service Area Maps & Data

The ASPA Solid Waste shall provide maps of the service areas in Exhibit 1 through Exhibit 4 as follows:

- a) Exhibit 1A – Total Disposal Weight at Futiga Landfill;
- b) Exhibit 1B – Overall Bin Route Map;
- c) Exhibit 1C – Overall Container Route Map;
- d) Exhibit 2A – Bin and Container Route for all 3 Collection Routes;
- e) Exhibit 3A – Current List of Container Routes – Main Roads, 2nd and 3rd roads
- f) Exhibit 4A – ASPA SW Collection Equipment List;