



American Samoa Power Authority

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REQUEST FOR QUOTES (“RFQ”)

**HEAVY AND LIGHT EQUIPMENT RENTAL FOR TUTUILA OPERATIONS,
MAINTENANCE AND EMERGENCY SERVICES**

September 10, 2018

**RFQ NO. ASPA18.060.ALL DIVISIONS – Heavy and Light Equipment Rental for
Tutuila Operations, Maintenance and Emergency Services**

APPROVED FOR ISSUANCE

UTU ABE MALAE

Chief Executive Officer

NOTICE TO OFFERORS

REQUEST FOR QUOTES (“RFQ”)

ISSUANCE DATE: SEPTEMBER 10, 2018

RFQ NO. ASPA18.060.ALL DIVISIONS

PROJECT: HEAVY AND LIGHT EQUIPMENT RENTAL FOR TUTUILA OPERATIONS, MAINTENANCE AND EMERGENCY SERVICES

CLOSING DATE/TIME: October 19, 2018 @ 2:00 p.m., American Samoa time

The American Samoa Power Authority (ASPA) issues this REQUEST FOR QUOTES (“RFQ”) in order to solicit rental rates and select a list of qualified providers of Heavy equipment units for ASPA’s use on a rental basis under a multi-party agreement for a contract term of three (3) years. All or part of this RFQ may be awarded to several Contractors at proposed rate(s). **ASPA reserves the right to award contracts to multiple offerors (“Contractors”). Contracts shall be awarded to the winning lowest offeror and multiple offerors who agree to match the terms of the winning offer.**

You may view this online at the ASPA Website: www.aspower.com. For more information about this RFQ, you may contact Ioana S. Uli, Procurement Manager @ (684) 248-1234 or e-mail at bids@aspower.com or at Procurement@aspower.com.

Qualified Offerors must submit sealed Quotes and forms in a sealed envelope, box, or other enclosure addressed to the ASPA Procurement Manager and must be labeled “**RFQ No. ASPA18.060ALL DIVISIONS – Heavy and Light Equipment Rental for Tutuila Operations, Maintenance and Emergency Services**”. An original, one (1) PDF electronic copy and four (4) hard copies of the Offeror’s Quote must be received at the ASPA Procurement Office no later than **2:00 p.m. on or before October 19, 2018.** Late submittals will not be opened or considered and will be designated as non-responsive.

The American Samoa Power Authority reserves the right to:

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

Utu Abe Malae, Executive Director

Date

QUOTE INVITATION

**IOANA S. ULI, PROCUREMENT MANAGER
AMERICAN SAMOA POWER AUTHORITY
Procurement Office
P.O. BOX PPB
PAGO PAGO, AS 96799
(684) 248-1234**

DATED ISSUED: **September 10, 2018**

REQUEST FOR QUOTES NO: **ASPA18.060.ALL DIVISIONS – Heavy and Light Equipment Rental for Tutuila Operations, Maintenance, and Emergency Services**

INSTRUCTIONS:

- 1) This REQUEST FOR QUOTES shall require an original, one PDF electronic copy and four (4) hard copies that must be received at the ASPA Procurement Office no later than 2:00 p.m. on **October 19, 2018**. The envelope or box must be labeled **“RFQ No. ASPA18.060.ALL DIVISIONS – Heavy and Light Equipment Rental for Tutuila Operations, Maintenance, and Emergency 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, the contract documents, and in the **Scope of Work (SOW)**.

- 2) **Pre-Quote Questions** – Any pre-Quote questions and/or clarifications shall be submitted to Ioana S. Uli at ioana@aspower.com or bids@aspower.com. Questions and/or clarifications are welcome and should be submitted no later than **4:00 p.m. on September 21, 2018**. ASPA shall issue addenda to address any questions and/or clarifications as necessary thereafter.

NOTE TO OFFERORS:

This quote is subject to the attached General Terms and Conditions of the Request for Quotes for **Heavy and Light Equipment Rental for Tutuila Operations, Maintenance and Emergency Services**.

The undersigned offers and agrees to furnish within the time specified, the articles and services at the price stated opposite the respective terms listed on the schedule provided, unless otherwise specified by an Offeror. In consideration to the expense of the American Samoa Power Authority in opening, tabulating, and evaluating this and other Quotes, and other considerations such as the schedule, the undersigned agrees that this Quote shall remain firm and irrevocable within **One Hundred 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

GENERAL TERMS AND CONDITIONS

“RFQ NO. ASPA18.060ALL DIVISIONS – HEAVY AND LIGHT EQUIPMENT RENTAL

FOR TUTUILA OPERATIONS, MAINTENANCE AND EMERGENCY SERVICES”

1. INTRODUCTION

This is a REQUEST FOR QUOTES (“RFQ”) issued by the American Samoa Power Authority (“ASPA”) in American Samoa to solicit Quotes for Heavy and Light Equipment Rental for its operational divisions for Tutuila operations, maintenance, and emergency services for the island of Tutuila. The Quote must be sufficient quality and content to allow ASPA to evaluate the rental rate of each type of equipment based on hourly, daily, weekly, and monthly rates.

This RFQ describes the specifications for the services and materials to be provided in sufficient detail to permit full and open competition and to allow the Offerors to properly respond to the RFQ.

This RFQ is issued under the authority of the §15.0102 ASCA, and the ASPA Procurement Rules promulgated thereof. Where there is a discrepancy between the Provisions of the Act and the Rules, the Law shall have precedence over the Rules.

2. PROJECT BACKGROUND

ASPA’s operational divisions require the use of various heavy and light equipment for their operations, maintenance and emergency services. The rented equipment will be utilized as backup to its fleet.

3. SCOPE OF WORK (Refer to Attachment B)

4. SUBMITTALS

- a. The Offeror shall submit a completed Attachment A “Quote Transmittal Form.”
- b. The Offeror shall submit an hourly, daily, weekly, monthly cost per equipment on Attachment C “Quote Form.”
- c. The Offeror shall submit a complete Attachment D “Offeror’s Qualification Sheet Form.”

5. DATE/TIME/PLACE OF QUOTE SUBMISSION AND QUOTE OPENING

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

Ioana S. Uli, Procurement Manager

ASPA Procurement Office

P.O. Box PPB

Pago Pago, AS 96799

An original, one electronic PDF copy and four (4) copies of the Quote must be received in the Office of Procurement no later than 2:00 p.m. local time on or before **October 19, 2018**.

- b. Late submittals will not be opened or considered and will be determined as non-responsive.
- c. All Offerors shall provide sufficient written and verifiable information that responds to the requirements of the RFQ, and in accordance with the SOW.

6. Pre-Quote Questions – Any pre-Quote questions and/or clarifications shall be submitted to Ioana S. Uli at ioana@aspower.com or bids@aspower.com. Questions and/or clarifications are welcome and should be

RFQ No. ASPA18.060.ALL DIV.

Heavy and Light Equipment Rental for Tutuila Operations, Maintenance and Emergency Services

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submitted no later than **4:00 p.m. on September 21, 2018**. ASPA shall issue addenda to address any questions and/or clarifications as necessary thereafter.

7. ADDENDA

- a. ASPA reserves the right to issue addenda for any changes to this RFQ.
- 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 on the ASPA Website: www.aspower.com.

8. BEST AND FINAL OFFER

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

9. QUOTE PREPARATION INSTRUCTIONS

The Quote must contain three (3) parts as follows:

- i. Prior Related Experience/Past Performance:
 - A. A description of the firm's related experience must be provided;
 - B. A dossier of personnel qualifications, past performance and credentials as requested on Attachment D, the Offeror Qualification Form, must be listed;
 - C. Attachment D must include a list of three or more references and project history to document a minimum of five (5) years of specifically related experience; and
 - D. The Offerors must hold appropriate and current business licenses for the requested services.
 - E. Equipment operators must be certified in operating equipment that operator is designated to.
- ii. Proposed Price: The Offerors shall prepare their Quotes in Accordance with Attachment C (Quote Form).

10. TYPE OF CONTRACT

- a. The successful Offerors that meet the qualifications and terms of this RFQ, as determined by the SEB, will be asked to execute a multi-party firm fixed price written agreement (the "Agreement"), which shall govern the rental request process and set forth Offeror's rental rates for the various equipment.
- b. Upon ASPA's needs for the listed type of equipment, ASPA shall contact the Offeror ("the Contractor") with the lowest rate, who shall have the first right of acceptance in renting the equipment at its proposed rate.
- c. If the winning (lowest) Offeror desires to accept to contract with ASPA at the Contractor's Quote, ASPA shall contract with multiple Contractors who agree to match the lowest proposed rate.
- d. All Offerors executing the Agreement (the "Signing Contractors") shall be independent Contractors of ASPA and not agents or employees of the American Samoa Power Authority.
- e. The Signing Contractors 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 this RFQ and the Scope of Work.
- f. The Contractors understand that requests will be made in order set forth in the Price Quote.

11. CONTRACT TERM

- a. Contract term for this contract is for three (3) years.
- b. ASPA reserves the right to terminate the contract should it be in ASPA's best interest.
- c. The contract term shall be initiated by the issuance of a "Notice to Proceed" by ASPA.

12. MONTHLY REPORT

- a. Together with submitting invoice, Contractor shall also provide a monthly report of services completed.
- b. The successful Contractor must provide its own standard form for submittal of report.
- c. Report and invoices shall be submitted to each respective division requesting the rented equipment for verification prior to routing to the Procurement and Accounting divisions.

13. PAYMENT TERMS

- a. On a bi-weekly basis, each Contractor that has provided equipment and operators under this Agreement shall provide ASPA with an accurate invoice.
- b. Said invoice shall contain type equipment description, time worked, the applicable rental rate, and a signature from an ASPA employee verifying total hours that each equipment and operator was used.
- c. The Contractors shall provide all supporting documentations (ASPA Service Orders) together with the Contractor/ASPA Rental Request Form/Delivery Ticket (Attachment E) which shall be completed prior to each rental.
- d. The Contractor and ASPA representative shall each initial the rental request form which shall state:
 - i. At a minimum, the rental dates, equipment rented, and applicable rental rates.
 - ii. The rental rate shall not be affected by a rental period which spans over the invoicing period.
 - iii. In the event that ASPA seeks to extend the rental period, a new rental request form shall be required as if it were a new rental and the rental rate shall apply to the extension period only (i.e. a rental for three (3) weeks when extended for an additional week shall be invoiced at the weekly rate for all weeks). The Rental Period shall cover all time consumed in transporting the equipment including the date of legal delivery to and return of the equipment.
 - iv. The monthly rate shall not apply merely because the rental has extended to a month.
 - v. Any rental based upon a daily, weekly, or monthly rate shall not be used for more than an eight (8) hour work day and a forty (40) hour work week.
 - vi. Daily Rental Rates are for a consecutive period of twenty four (24) hours or less which the number of hours the equipment is operated shall not exceed eight (8) hours.
 - vii. Weekly Rental Rates are for a minimum period of one (1) week (7 days), from the day of commencement of the rental period up to but not including the same day in the following week and shall apply when the number of hours the equipment is operated in any one week does not exceed forty (40) hours.
- e. The Contractors shall deliver invoices to ASPA’s Contracts Office prior to submission to Divisions requesting the services for verification.
- f. From time to time prior to payment, ASPA’s Chief Financial Officer may request further supporting documentation from the Contractors to verify the invoice for payment.
- g. Any delay in the delivery, or error in an invoice, caused by the Contractor preventing ASPA’s verification shall toil ASPA’s payment.
- h. The rental rates proposed herein are for the rental of equipment and operators on the Island of Tutuila and are inclusive of all incidental expenses.
- i. The Contractor further agrees to accept as payment the rental rate for each piece of equipment as indicated on the rental request form.

14. BASIS FOR SELECTION:

Award is made to the lowest responsive, responsible offeror providing the best value to the American Samoa Power Authority.

ASPA will evaluate each offer to determine its responsiveness to the published requirements.

Unless the Procurement Manager determines that satisfactory evidence exists that a “mistake” has been made, as set forth in Procurement Rule § 3-114, offerors will not be permitted to revise their Offers after offer opening.

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

15. OFFER EVALUATION

Each offer will be reviewed for exact conformity of the requirements in this RFQ, known as a responsive offer. Information provided in/with the Quote offer will be used to determine whether the interested offeror has the technical and financial capacity to deliver the goods or services, known as a responsive offer.

- a. Experience. Submit the Statement of Qualifications, attached hereto as Exhibit D. Preference will be given to Contractors with experience in equipment.
- b. Contract Price. Complete the Quote Form in Attachment C.
 - i. The SEB will evaluate each of the submitted Quotes, as determined by the Procurement Manager. The SEB will determine the first three (3) lowest offerors.
 - ii. When its first three lowest offerors are determined, then the SEB has completed its evaluation process. The SEB will then forward its ranked order memorandum of recommendation for contract award to the Procurement Manager.
 - iii. After receiving the Source Evaluation Board's written recommendation. The SEB will meet with the Procurement manager and discuss the outcome of the SEB's recommendation. The combined recommendation will then be presented by the Procurement Manager to the Executive Director.

16. 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 Quote may be deemed non-responsive.

17. MULTIPLE QUOTES - COLLUSION

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

18. 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 RFQ.
- b. Local Offerors shall possess a current valid American Samoa Business License prior to the execution of the contract.

19. 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:
 - i. Wage rates;
 - ii. Non-discrimination in the employment of labor
 - iii. Protection of public and employee safety and health;
 - iv. Environmental preservation;
 - v. Historic preservation;
 - vi. Protection of natural resources;
 - vii. Fire protection;
 - viii. Burning and non-burning requirements;
 - ix. Permits, fees, and
 - x. Similar subject.
- d. The successful Offeror(s) shall agree to the requirements under Executive Order No. 11246, as amended, including specifically the provisions of the equal employment opportunity clause.

20. 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, and the American Samoa Government tax structure and import duties.
 - i. The successful Offeror shall have an ASG business license in order to perform the required contractual work.
 - ii. As necessary, the successful Offeror must pay income taxes to the American Samoa Government based on the profit made on the RFQ contract.
- b. American Samoa is a protectorate of the United States located outside the jurisdiction of the U.S. Customs and U.S. Immigration Department.
 - i. 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.

Excise Tax on equipment to be incorporated into the project or used on this project may be waived upon written request to the American Samoa Government.

- c. 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.
- d. Any equipment imported for use on other than this project is also subject to local duty and taxes.
- e. The successful Offerors who are also foreign corporations 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.
- f. The successful Offerors shall comply with the Workmen’s Compensation Act and maintain a compliant Health and Safety Plan.

21. ADDITIONAL AMERICAN SAMOA REGULATIONS

- a. Offerors are advised of the following:

- i. **Foreign Labor.** Contractors must exercise good judgment in recruiting skilled foreign labor. Unskilled labor used on the project shall be American Samoa resident and/or granted permission by law to work in American Samoa. The Contractor shall conform to the current Immigration laws and other applicable employment laws in American Samoa.
- ii. **Social Security for Aliens.** Alien technicians brought in to perform the work will be required to register and receive a social security number if they do not already possess one.
- iii. **Necessary Inoculations.** Inoculations shall be as required by the United States Public Health Service. It will be the Contractors responsibility to determine that these inoculations are obtained prior to entry from any foreign country or possession.
- iv. **Costs of Transportation.** The Contractor will have been expected to include in its Quote, among other things, any necessary costs of transporting equipment, materials and personnel to and from American Samoa.

22. WITHDRAWAL OF QUOTES

- a. Any Quote shall be withdrawn prior to the scheduled time for the opening of Quotes by notifying ASPA in a written request.
- b. No Quote shall be withdrawn after the time scheduled for opening of Quotes.

23. OPENING AND EVALUATION OF QUOTES

- a. In accordance with ASPA Procurement Rule §3-110, Quotes will be opened and recorded as part of the ASPA Procurement record on the assigned date and at the time indicated in NOTICE TO OFFERORS (page 4) of this document.
- b. All Quotes will be opened at the ASPA Maintenance Management Conference room.
- c. In accordance with ASPA Procurement Rule §3-114, mistakes in a Quote detected during or after the Quote may be corrected. If the Offeror submits evidence in writing satisfactory to the Procurement Manager that a mistake has been made by the Offeror in the calculation of the Quote, the Quote 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 Quote has been opened.

24. EXECUTION OF CONTRACT

Upon receiving the Notice of Award, the successful Offeror(s) must sign and deliver the Contract to ASPA, together with any other documents as required by ASPA within seven (7) calendar days.

25. ASSIGNMENT

The Contractor shall not assign, transfer, convey, or otherwise dispose of the Contract, or his right, title or interest therein, or his power to execute said Contract, to any other person, firm or corporation without previous written consent from ASPA.

26. INSURANCE

The Contractor shall obtain the insurance coverage designated herein and pay all costs associated therewith. Such insurance shall be for the coverage, amounts, and limits as set forth in subsection (a) below. Before commencing the Work, the Contractor shall furnish ASPA with certificates of insurance showing the type, amount, class of operations covered, effective dates and date of expiration of policies. The Contractor's insurance shall be maintained for the full period of the Agreement.

In the case of a breach of any provision of this section, ASPA, at its option, may take out and maintain, at the expense of the Contractor, such insurance as ASPA may deem proper and may charge the Contractor with such amounts due.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under the Agreement.

During the term of the Agreement the Contractor shall maintain such public liability and property damage insurance, and automobile public liability and property damage insurance that shall protect the Contractor from claims for damage for personal injury, including accidental death, as well as from claims for direct property damage, which may arise from negligent operations under the Agreement, whether such operations are by itself or by a subcontractor or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall be as follows:

- a. Workmen's Compensation. The Contractor shall maintain such statutory amounts of workmen's compensation insurance as are set forth in the American Samoa Code Annotated and American Samoa Administrative Code.
- b. Employer's Liability. The Contractor shall maintain employer liability insurance in the amount of Two Million (\$2,000,000 USD).
- c. Public/General Liability. Public/General liability shall include coverage for wrongful death claims, and shall not exclude coverage for explosion, collapse, or underground exposure.
 - i. The Contractor shall maintain public/general liability insurance covering third party bodily/personal injury in the amount of Five Hundred Thousand Dollars (\$500,000 USD) per person/per occurrence with an aggregate of One Million Dollars (\$1,000,000 USD).
 - ii. The Contractor shall maintain public/general liability insurance covering property damage in the amount of Five Hundred Thousand Dollars (\$500,000 USD) per person/per occurrence or coverage that is equivalent as currently available.
- d. Automobile Liability.
 - i. Bodily/personal injury. The Contractor shall maintain automobile liability insurance covering third party bodily/personal injury in the amount of Five Hundred Thousand Dollars (\$500,000 USD) per person/per occurrence with an aggregate of One Million Dollars (\$1,000,000 USD).
 - ii. Property damage. The Contractor shall maintain automobile liability insurance covering property damage in the amount of Five Hundred Thousand Dollars (\$500,000USD) per person/per occurrence with an aggregate of One Million Dollars (\$1,000,000 USD).
- e. Builder's Risk Insurance. Unless otherwise modified, the Contractor shall secure and maintain during the life of the Agreement, builder's risk insurance coverage for one hundred percent (100%) of the Agreement amount. Such insurance shall include coverage for earthquake, landslide, flood, windstorm, collapse, or loss due to results of faulty workmanship, and shall provide for losses to be paid to the Contractor and ASPA as their interests may appear.

27. RFQ CONDITIONS

- a. This RFQ does not commit ASPA to award a contract or to pay any cost incurred in the preparation of a Quote.
- b. ASPA reserves the right to do the following:
 - i. Reject any Offeror for being non-responsive to Quote requirements contained in this RFQ;

- ii. Reject all Quotes and reissue an amended RFQ
 - iii. Request additional information from any Offeror submitting a Quote;
 - iv. Negotiate a contract with the Offeror selected for award; and/or
 - v. Waive any non-material violation of rules contained in this RFQ.
- c. ASPA reserves the right to issue Addenda to this RFQ.
- i. The Offerors must send to ASPA a signed Receipt of Addenda form confirming receipt of any addendum.
 - ii. The Offerors shall submit any additional information as is required by any Addendum.
 - iii. If any Offeror fails to acknowledge the receipt of any Addendum, the Offeror's Quote will be considered irregular and will be accepted by ASPA only if it is in ASPA's best interest.

28. REPRESENTATION REGARDING ETHICS IN PUBLIC PROCUREMENTS

The Offeror or Contractor represents that it has not knowingly influenced and promises that it will not knowingly influence an ASPA employee to breach any of the ethical standard and represents that it has not violated, it is not violating and promises that it will not violate the prohibition against gratuities and kickbacks set forth in §9-103 of the ASPA Procurement Rules.

29. REPRESENTATION REGARDING CONTINGENT FEES

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

30. COMPLIANCE WITH LAWS

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

31. AWARD, CANCELLATION, AND REJECTION

- a. Award shall be made to the lowest responsible and responsive Offeror, who's Quote, is determined to be the most advantageous to the American Samoa Power Authority, taking into consideration the evaluation factors set forth in this solicitation.
- b. No other factors or criteria shall be used in the evaluation.
- c. ASPA reserves the right to waive any minor irregularities in the Quotes received.
- d. The Procurement Manager shall have the authority to award, cancel, or reject Quotes, in whole or in part for any one or more items if it is determined it is in the best public interest.
- e. The award issued to the lowest responsible and responsive Offeror results in a binding Contract without further action by either party.
- f. In case of an error in the extension of prices, unit price will govern.
- g. It is the policy of ASPA to award contracts to responsible Offerors submitting the lowest responsive Quotes.
- h. ASPA reserves the right to increase or decrease the quantity of the items for award and make additional awards for the same type items, based on the Quote prices for a period of thirty (30) days after the original award.
- i. No award shall be made under this solicitation that shall require advance payment.

ATTACHMENT A
QUOTE TRANSMITTAL FORM

DATE: _____, 2018.

Gentlemen/Ladies:

The undersigned, (hereafter called an "Offeror") _____ (Corporation, Partnership or Individual), hereby proposes and agrees to furnish all the necessary information to

**RFQ NO. ASPA18.060.OPERATION.Heavy Equipment Rental for Operations,
Maintenance and Emergency Services**

in accordance with the Scope of Work, 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 Quote requirements, and is familiar with and knowledgeable of the local conditions at the place where the work is to be performed. We have read the RFQ Instructions and General Terms and Conditions attached to ascertain that all of the requirements of the Quote are submitted in the Quote envelope at the date and time for Quote opening.

IN WITNESS THEREOF, the undersigned has caused this instrument to be executed by its

duly authorized officers on this _____ day of _____ 2018.

OFFEROR:

By: _____

Date: _____

Name:

Title:

Seal

ATTACHMENT B
HEAVY EQUIPMENT RENTAL
SCOPE OF WORK

The American Samoa Power Authority issues the REQUEST FOR QUOTES (“RFQ”) in order to solicit rental rates and select a list of providers of Heavy and Light Equipment units for ASPA’s use on a rental basis under a multi-party written agreement for a term of three (3) years. It is our intention to have this Quote awarded to several Contractors.

This Scope of Work governs the equipment rental, operator procedures, and rates for rental of heavy and light equipment for ASPA’s use. If the equipment is available, in working condition, and not rented, the Contractor must rent to ASPA at the contractually agreed upon rental rate. ASPA shall request equipment from the Contractor in the order of priority as set forth in the Price Quote for each piece of equipment, beginning with the Contractor with the lowest price. If the equipment is unavailable or if the Contractor fails to respond to the request within 24 hours, ASPA shall request the equipment from the Contractor with the next lowest price and continue in this order until available equipment is procured.

The rental rates shall vary for each Contractor as set forth in the Price Quote.

1. Service Expectations

Any equipment rented shall be guaranteed to be fully functional and capable of performing the task(s) it was designed to perform under the manufacturer’s guidelines. All safety equipment/attachments shall be in place and functioning. Any equipment not functioning properly will be replaced by the Contractor at no additional charge to ASPA during the rental period. The Contractor shall provide information regarding current condition and any visual, pre-existing damage to the equipment. Routine repairs shall be provided at no additional cost to ASPA. The Contractor and ASPA will review the equipment condition at point of delivery as well as at the point of return. No rental fees may be charged to ASPA without a signed receipt of acceptance of the equipment. The Contractor shall service and maintain all equipment to avoid down time. The Contractor shall provide on-site service or replacement equipment in the event that the rented equipment breaks down or become inoperable and remains inoperable for over an hour.

2. Rental Request Form

As described above, at the earliest practical time in advance of any rental of equipment, ASPA representatives shall sign the Rental Request Form/Delivery Ticket as evidence of the equipment rented and the applicable rental rate. The Rental Request Form is not a contract or a modification of the contract, it is a formalization of the applicable rate and duration and acknowledgment that the equipment was rented. Any terms, whether preprinted or handwritten on a Rental Request Form do not govern the transaction and cannot modify the contract, but serve only as a means of tracking details of applicable rentals, dates, and rates.

3. Operators and Contractor Availability

The Contractor shall provide certified equipment operators for operating the rented equipment at the quoted price. ASPA will not pay additional fees or rates for operator services. The Parties shall be available for contact and shall respond to Rental Request forms at least twenty-four (24) hours prior to the time the equipment is required. The Contractor shall also be available and capable of responding on short notice should a problem arise with a piece of equipment. The Contractors shall furnish, at its own cost and expense, all necessary tools, labor, transportation, machinery, and appurtenances necessary for Performance under this RFQ. The personnel cost of providing an operator and any other costs necessary for Performance under this RFQ is included in the price for Performance.

4. ASPA shall require the Contractors make available the equipment listed in the price Quote on an hourly, daily, weekly, and monthly basis.

5. ASPA shall not perform alterations or maintenance on any of the equipment. Furthermore, the Contractor shall be responsible for removing or attaching the hammer to all equipment, as required by ASPA. Any downtime for Contractor provided maintenance during the rental period shall not be paid by ASPA.

6. Rental Rate.

a. Procedure. ASPA shall place a written order with Contractor using a rental request form, requiring both ASPA and Contractor's initials. Such form shall specify: (1) the type of equipment required; (2) the estimated length of time the equipment shall be rented; (3) the rental dates; and (4) the applicable rental rate. The rental rate shall not be affected by a rental period which spans over the invoicing period. In the event that ASPA seeks to extend the rental period, a new rental request form shall be required as if it were a new rental and the rental rate shall apply to the extension period only (for example, a rental for three (3) weeks when extended for an additional week shall be invoiced at the weekly rate for all weeks). The monthly rate shall not apply merely because the rental has extended for a month. Any rental based upon a daily, weekly, or monthly rate shall not be used for more than an eight (8) hour work date and a forty (40) hour work week.

b. Computation of Rental Periods. A daily rental is a rental for eight (8) hours. Should a piece of equipment be rented for over eight (8) hours in one day, the hourly rate shall apply to the additional hours (for example, a piece of equipment rented for one day and used for ten (10) hours shall be billed as a daily rental plus two (2) hours). If a piece of equipment is rented on a weekly basis and is used for more than forty (40) hours, the daily rate will apply to each increment of eight (8) hours that it is used and the hourly rate shall apply to additional hours (for example, a weekly rental used for fifty (50) hours shall be billed as one weekly rate, one daily rate, and two hourly rates).

c. Qualifying Rental Time. "Rental Time", as used in this RFQ, shall mean the hours for which a Contractor may charge ASPA toward either the hourly, daily, weekly, or monthly equipment rental rates. The Rental Time includes time when both the equipment and operator are onsite and able to perform tasks. Rental time does not include time for equipment maintenance or time lost due to equipment failure or breakage.

Rental time may, only with prior written approval from ASPA management, include a reasonable amount of time for travel to and from the site, and shall not include any preparatory amount before or after traveling. The travel time must be reasonable based upon the distance the equipment and operator must travel. Travel time may only be charged at the rate for the requested equipment; if the Contractor requires or desires the use of additional equipment in order to transport the rented equipment that cannot be charged to ASPA. However, total travel time for any particular rental period shall not exceed two (2) hours and shall be noted separately on the Contractor's invoice, including documentation showing ASPA approval.

If ASPA determines that a location change from one ASPA work site to another must occur after the equipment and operators arrival at the designated ASPA work site, time spent moving between locations during business hours may be considered a part of the Rental Time. Documentation for travel time and written ASPA management approval must also be included with the Contractor's invoice.

Types of Equipment Required by ASPA Divisions

Equipment rental to be utilized for ASPA's daily operations, as a backup to its fleet will include the following divisions.

1. ESD-Water & Wastewater Divisions
2. ELECTRIC – Power Generation & Transmission and Distribution Divisions
3. Solid Waste Division
4. Support Services Division

The lists of equipment that will most likely be required are as follows:

Other ASPA sections will also have a requirement for equipment rental for their daily operations.

ASPA shall require the following duties and responsibilities of each successful offeror.

1. On an hourly, daily, weekly and monthly basis, make available for rent certain types of Heavy and Light Equipment as specified on the Price listing (Attachment).
2. Provide certified equipment operators for operating the rented equipment set forth above.
3. Service and maintain all such equipment in good running condition as to avoid down time.
4. Provide on-site service or replacement equipment in the event that the rented equipment breaks down and remains idle for more than one hour.
5. Have insurance in place for all equipment.
6. Be available for contact at least 24 hours before the equipment is needed, but also capable of responding within a moment's notice for emergency cases.
7. Offeror shall propose a separate rate for equipment used after hours, on weekends and holidays.

ASPA will only pay for actual hours worked. ASPA expects a reduction in the rates from daily rates, weekly rates and monthly rates.

SPECIAL CONDITIONS

1. Surplus Equipment. Successful Offerors must specify the types and number of equipment that are available for rent simultaneously such as backhoes, backhoes with hammer, excavators, excavators with hammer, and dump trucks, etc.
2. Multiple Rentals. ASPA reserves the right to rent one, two, or multiple equipment, at any given time. Other equipment units shall be proposed and rented on a single basis.
3. Transportation. Successful offerors, at their own cost and expense, will furnish all the tools, labor, fuel and transportation to and from each site, and all appliances, machinery and appurtenances necessary to carry out the duties and responsibilities of the RFQ and the Agreement.
4. Operator Included. The personnel cost of providing an operator for each type of equipment must be included in the Quote price. ASPA will not pay any extra rates or fees for operator services.
5. Equipment Inspection. A site visit will be arranged prior to award of contract to inspect equipment.

ATTACHMENT C

QUOTE FORM

HEAVY EQUIPMENT PRICE LIST

CONTRACTOR NAME: _____

PHONE NUMBER: _____

EMAIL ADDRESS _____

FAX NUMBER: _____

Offeror shall provide sufficient Insurance for own equipment and operator. Offeror shall submit a Quote for the hourly, daily, weekly and monthly rate for equipment listed. The specified rate must include Operator, fuel, and transportation cost to and from.

EQUIPMENT	QTY	HOURLY RATE	DAILY RATE	WEEKLY RATE	MONTHLY RATE
BACKHOE WITHOUT HAMMER					
BACKHOE WITH HAMMER					
BUCKET TRUCK 45'					
BUCKET TRUCK 55'					
BULLDOZER					
CRANE					
DUMP TRUCK 6 WHEELER					
DUMP TRUCK 10 WHEELER					

DUMP TRUCK 12 WHEELER					
EXCAVATOR 15 TON					
WITH HAMMER					
EXCAVATOR 20 TON					
WITH HAMMER					
EXCAVATOR 30					
WITH HAMMER					
WITH GRABBER					
EXCAVATOR 40					
WITH HAMMER					
WITH GRABBER					
EXCAVATOR 60					
WITH HAMMER					
EXCAVATOR 70					
WITH HAMMER					
EXCAVATOR 80					
WITH HAMMER					
EXCAVATOR 100					
WITH HAMMER					
EXCAVATOR 120					
WITH HAMMER					
EXCAVATOR 150					
WITH HAMMER					
EXCAVATOR 210					
WITH HAMMER					
EXCAVATOR 300					
WITH HAMMER					
EXCAVATOR 350					
WITH HAMMER					
EXCAVATOR 400					

WITH HAMMER					
FLATBED – 12’					
FLATBED – 16’ – 18’					
FLATBED – 24’					
LOWBOY					
LX30 LOADER – 3 TON					
WA100 LOADER -10 TON					
WA350 LOADER – 35 TON					
V-300 - FORKLIFT					
SMALL PICK UP TRUCKS: (2016 – OR NEW)					
MID-SIZE SUV (2016 OR NEW)					
FULL SIZE PICK UP TRUCKS (2016 OR NEW)					
CRANE 10 -TON					
CRANE 20 - TON					
JACK HAMMER-AIR COMPRESSOR-210-300 CFM					

ATTACHMENT D

OFFEROR'S QUALIFICATION FORM

- 1. Name of Organization:

- 2. Address:

- 3. Telephone: (Home Office): _____
Business Telephone: _____
Fax Number: _____
Email Address: _____
Tax Identification Number: _____

- 4. Contact Person:

- 5. Type of Business:
_____ 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.

Place of Organization or State of Incorporation:

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

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

Individual States and Territories of the United States where company is registered as a foreign corporation.

6. Evidence of insurance coverage not less than the following (see below). Prior to or concurrent with contract execution, the Contractor must provide ASPA with one or more certificates of insurance naming ASPA as additional insured on its Public/General Liability policy. Insurance specifications are as follows:

- a. Worker's Compensation: Statutory
- b. General Liability: \$50,000/\$100,000 aggregate
- c. Automobile Liability: \$50,000/\$100,000 aggregate

7. List three major projects of a similar nature, which have been completed by the Offeror within the last five (5) years, the total dollar amount of each project and the owner/contract person as a reference.

- a. Name of Awarding Agency or Owner for which work was performed:

Nature and Scope of Contract:

Name, Address and Phone Number of Agency Contact Person:

Total Dollar Value: _____ Date Completed: _____

If not completed, why?

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

b. Name of Awarding Agency or Owner for which work was performed:

Nature and Scope of Contract:

Name, Address and Phone Number of Agency Contact Person:

Total Dollar Value: _____ Date Completed: _____

If not completed, why?

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

c. Name of Awarding Agency or Owner for which work was performed:

Nature and Scope of Contract:

Name, Address and Phone Number of Agency Contact Person:

Total Dollar Value: _____ Date Completed: _____

If not completed, why?

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

8. List the name or names of supervisory personnel proposed to be employed on the work under this Contract, including the experience record for each that indicates the degree of responsibility and type of work supervised.

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