American Samoa Power Authority
P.O. Box PPB
Pago Pago, American Samoa 96799
Telephone: (684) 699-1234/699-3057
Email: bids@aspower.com & Website: www.aspower .com

REQUEST FOR PROPOSALS ("RFP")

FROM INDEPENDENT POWER PRODUCERS

FOR

WASTE TO ENERGY POWER PLANT

April 1, 2019

RFP NO.ASPA19.007.SW-WASTE TO ENERGY POWER PLANT

APPROVED FOR ISSUANCE

WALLON YOUNG F.
ACTING EXECUTIVE DIRECTOR

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Exhibits:

1.2 Definitions

"ASEPA" means the American Samoa Environmental Protection Agency.

"ASG" means the American Samoa Government.

"ASPA" means the American Samoa Power Authority

"Acceptable Waste" means waste that can be processed in the Waste to Energy system. Generally, this would include but is not limited to all wastes derived from organic materials. Inorganic, glass, metals, refractory, biologically hazardous or radioactive materials are not Acceptable Wastes.

"Acceptance" means approval by ASPA that the Contractor has successfully performed the Acceptance Tests and successfully met the Acceptance Standards.

"Acceptance Date" means the date on which ASPA has Acceptance of all tests including the final Commissioning of the WTE Facility.

"Annual Waste Throughput Guarantee" means the amount of Acceptable Waste that the Contractor and Guarantor shall guarantee to be processed annually at the Facility.

"Appendix" means an appendix to this RFP.

"Applicable Law" means any law, rule, code, standard, regulation, requirement, consent decree, consent order, consent agreement, permit, guideline, action, determination or order of, or legal entitlement issued or deemed to be issued by, any governmental body having jurisdiction, applicable from time to time to any activities associated with the siting, design, construction, equipping, financing, ownership, start-up testing, Acceptance, operation, maintenance, repair and replacement of any part of the Facility, the transfer, handling, transportation, marketing, disposal or processing of Products and Residuals, and any other obligations of the parties under the Contract. Governmental bodies include local, territorial, State and Federal agencies and all successors thereto.

"Availability Guarantee" means the percentage of Rated Capacity of the Facility that shall be available for processing Acceptable Waste on average during any Contract Year as guaranteed by the Contractor and Guarantor.

"**Construction**" **or "Construction Work"** means all work and materials for permitting, financing, design, construction, start-up and acceptance testing of the Facility, and all work required for Acceptance of the Facility, under the terms of the Contract.

"Design Specifications" means the essential qualitative and quantitative characteristic that set criteria to be satisfied in designing a component, device, product, or system.

"Effluent" means wastewater discharged from the Facility.

"Effluent Requirements" means any wastewater effluent limitations required by Applicable Law.

"FEMA" means the Federal Emergency Management Agency.

"Facility" is the Waste to Energy facility.

"**Good and Accepted Operating Practice**" means the methods, techniques, standards and practices which, at the time they are to be employed and in light of the circumstances known or reasonably believed to exist at such time, are generally recognized and accepted as good industry practices in the solid waste management industry as practiced in the United States and its territories.

"Guarantor" means Surety or the entity that will execute the Guaranty.

"Guaranty" means the Guaranty Agreement between the Contractor and the Guarantor guarantying the performance by the Contractor of its obligations to ASPA under the Contract.

"Hazardous Waste" has the meaning given such term under the Resource Conservation and Recovery Act, 42 USC § 690 et seq., and any similar Applicable Law, including regulations of any State agencies with jurisdiction over the project and/or the Facility.

"HHV" means higher heating value.

"Independent Power Producer" means a private entity which owns facilities to generate electric power for sale to utilities and end users.

"Landfill" means the Futiga Sanitary Landfill.

"LEED" means leadership in energy and environmental design as defined by the U.S. Green Building Council.

"**MSW"** means Municipal Solid Wastes including those generated by and collected from households, commercial establishments, institutions, and businesses. MSW includes used paper, discarded cans and bottles, food scraps, yard trimmings, and other items.

"MW" means mega Watts.

"Net energy Production Guarantee" shall mean that the Facility can deliver into the grid "X" kWh of electric power exclusive of plant and other parasitic loads as described in Section 4.1.4 (v) of this RFP.

"Noise Guarantee" means the guarantee, as included in the Environmental Performance Guarantee and guaranteed by the Contractor and Guarantor based on the Noise Control Plan proposed.

"Odor Guarantee" means the guarantee, as included in the Environmental Performance Guarantee and guaranteed by the Contractor and Guarantor based on the Odor Control Plan proposed.

"Participating Firm" means all firms or subcontractors that will be significant participants in providing the services required by the Contract as set forth in the Offeror's Qualifications Form.

"Principal" shall mean the Contractor.

"Project Manager" means ASPA Project Manager.

"Project Schedule" means the Contractor's schedule or time table outlining the tasks and time frame for completing the tasks and/or construction; i.e., the scope of work during permitting, financing, design, construction, start-up and acceptance testing, commissioning, etc.

"Proposal Submittal Requirements" means forms or documents that should be submitted by the Offeror responding to this RFP.

"Offeror" means the entity submitting a Proposal in response to this RFP, including the Guarantor and all entities sponsoring the Proposal or proposing to act as a Participating Firm.

"Rated Capacity" means the rate (technology) at which feedstock can be processed on a continuous basis over a sustained period of time assuming no allowances for scheduled or forced outage.

"Reference Waste BMP" means the Bio methane Potential of as-received Acceptable Waste, assumed for Proposal purposes to be 2.2 ft^3 of methane per pound of Acceptable Waste, as applicable.

"Reference Waste HHV" means the HHV of as-received Acceptable Waste, assumed for Proposal purposes to be 4,322 Btu/lb, as applicable

"Residue" or "Residuals" means bottom ash, fly ash, combined bottom and fly ash, slag, and other waste materials that result from waste processing at the Facility, which the Contractor cannot beneficially use and market and of which must be disposed.

"SCADA" means Supervisory Control and Data Acquisition.

"Services" means all of the duties, obligations and services to be provided by the Contractor.

"SEB" means the Source Evaluation Board that will be evaluating the proposals.

"State" means any state or territory of the United States.

"Surety" means Guarantor or entity that will execute the Guaranty, a person (or company) who agrees to be responsible for the debt or obligation of another. Furthermore, a surety is also a "security against loss or damage or for the fulfillment of an obligation, the payment of a debt, etc.; a pledge, guaranty, or bond."

"Term" has the meaning set forth in the Contract Principles, and includes the time from the Contract Date through Construction and Acceptance of the Facility, plus operation of the Facility after Acceptance.

"Territory" means American Samoa, a Territory of the United States.

"Tons" means short tons, 2000 pounds.

"TPD" means tons per day.

"TPY" means tons per year.

"Tutuila Island" means the largest of the five island of American Samoa

"USEPA" means the United States Environmental Protection Agency.

"USDA" means United States Department of Agriculture.

"USDOI" means United States Department of Interior.

"WtE Plant" means Waste to Energy Plant including all components of the waste to energy and facility. Energy may be electricity, alkanes or other fuels that can be readily converted to electrical energy.

"WtE System" means Waste to Energy System including all components of the waste to energy.

"Waste Throughput Guarantee" means the tons of Acceptable Waste that the Contractor and Guarantor shall guarantee the Facility shall be capable of processing daily, in accordance with the Rated Capacity.

"Year" means a calendar year commencing on January 1st and ending on December 31st.

NOTICE TO OFFERORS

REQUEST FOR PROPOSALS (RFP)

Issuance Date:	**April 1, 2019**
RFP No.	**ASPA19.007.SW - WASTE TO ENERGY**
PROJECT:	**FROM INDEPENDENT POWER PRODUCERS FOR WASTE TO ENERGY POWER PLANT**
CLOSING DATE/TIME	**May 10, 2019 @ 2:00 p.m. American Samoa Time**

The American Samoa Power Authority (ASPA) requests proposals from **Independent Power Producers for a Waste to Energy Power Plant.** A complete RFP package may be picked up from the ASPA Procurement Office located in the New Operations Building at the Tafuna Power Plant compound (Security Guard at the Gate will direct you to the Office). You may also view this online at www.aspower.com or bids@aspower.com which is the ASPA Website. For more information about this RFP, please contact the following person(s):

Ioana S. Uli, Procurement Manager
Telephone: (684) 699-3057
Procurement Office
ioana@aspower.com

Independent Power Producers must submit proposals in a sealed envelope, box, or other enclosure addressed to the ASPA Procurement Manager. The sealed envelope or box must be labeled RFP No. ASPA19.007.SW-WASTE TO ENERGY, Attention: Ioana Uli 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 Procurement Office located in the New Operations Building at Tafuna Power Plant Compound no later than **2:00 pm on May 10, 2019.** 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 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.

_____

ISSUANCE APPROVED:

Wallon Young F, Acting Executive Director

PROPOSAL INVITATION
AMERICAN SAMOA POWER AUTHORITY
PROCUREMENT OFFICE
P.O. BOX PPB
PAGO PAGO, AMERICAN SAMOA 96799
684-699-0105

ISSUANCE DATE: **April 1, 2019**
REQUEST FOR PROPOSALS: **RFP No. ASPA19.007.SW-WASTE TO ENERGY**

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 Procurement Office no later than 2:00 pm on May 10, 2019. The envelope or box must be labeled "RFP No. ASPA19.007.SW-WASTE TO ENERGY"**. Offerors are also required to send proposals via electronically before the due date listed. Electronic information is listed below. 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).

   Electronic File Transfer:

   a. Electronic File Transfer – The Offeror shall submit the proposal using the electronic mail facility. This will enable the Offerors to upload proposal file by email attachment. The proposals must be uploaded by 2:00 PM on **May 10, 2019**, American Samoa Time.

   b. Instructions for uploading Proposals with ASPA's **Drop Box for Big Files** are available by contacting the ASPA Procurement Management Office at ioana@aspower.com.

2. Pre-proposal Questions – Any pre-proposal questions and/or clarifications shall be submitted to Ioana Uli in writing (through electronic mail). Questions and/or clarifications are welcome and should be submitted no later than 4:00 pm on Friday, **April 15, 2019.**

3. ASPA shall issue addenda to address any questions and/or clarifications on **Wednesday, April 24, 2019**.

4. Site Visit -A site visit will be required to ensure that the Offeror understands the location and environment of the proposed WTE plant. A site visit will be scheduled for **Tuesday, April 9, 2019**, it is not mandatory to attend.

NOTE TO OFFERORS:

This Request for Proposals (RFP) is subject to the attached General Terms and Conditions of **the RFP for WASTE TO ENERGY.**

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:_____

1.3 Proposal Submittal Requirements

The Offeror shall provide a collated binder that includes tab separators. An original **five (5)** copies and **one (1) PDF electronic copy** of the complete proposal must be received in the Procurement Office, no later than 2:00 p.m. local time on or before **Friday, May 10, 2019.**

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

1.3.2 All Offerors shall provide sufficient written and verifiable information that responds to the requirements of the RFP, and in accordance with the SOW to include a point-by-point response as outlined in detail for each Part of the proposal.

The binder shall be organized as follows.

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

1.3.4 **Tab 1 – Proposal Submission Forms** - The Offeror shall complete and include in Tab 1 all required forms as provided for in this RFP.

(i) **Offeror Qualifications Form** – (Attachment C).

(a) The Offeror shall furnish satisfactory evidence and the requisite experience, ability, including sufficient capital, facilities and plant, which are necessary to prosecute the work successfully and promptly within the terms set forth in the RFP.

(b) The Offeror shall submit additional documentation regarding the qualifications of the firm.

(c) The Offeror shall list and submit a dossier of personnel qualifications and professional credentials.

(d) The Offeror shall submit list of three or more references and a project history to document a minimum of seven (7) years of specifically related experience.

(ii) **Licenses** – The Offeror must hold an appropriate and current professional certification and business licenses for the requested professional services. A copy of any and all professional certifications and business licenses is required in this Tab.

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

(i) **Project Goals and Objectives** – The Offeror shall describe the system goals and objectives, project methodology and specifications that meet the proposed WTE system.

(a) This shall include a list of all activities and outcomes that will be achieved from the proposed WTE system.

(b) Submittal of one (1) years operational data from similar system (facility) that is currently in operation.

(ii) **Technical System Design and Specifications** – Technical description of the proposed system, including all material specifications used for the design. Technical drawings at a minimum shall include the following:

(a) Site Plan/General Arrangement

(b) Process Flow Diagrams

(c) Electrical One-Line Diagram

(d) Energy Balance, including Heat Balance

(e) Mass Balance, including Water Balance

(f) By products whether of economic value or not

(g) Wastes and waste treatment

(iii) **Technical System Monitoring and Specifications** – The Technical description shall include sequential monitoring information of the WTE system through SCADA. The Offeror shall submit design work, documents and all related data, tables and forms of the technology or technologies in this Tab.

(iv) **WTE System Capacity and Energy** – The Technical description shall include the Proposed WTE system generating capacity (kW) and energy (kWh) performance benchmarks based on the available waste stream. The Offeror shall submit tables and forms outlining matrices of the technology or technologies proposed on capacity and energy based on the waste stream available.

(v) **Project Timetable and Milestones** - The Offeror shall submit all timetables, schedules and milestones of tasks from design work, system fabrication, shipping to installation, testing and final commission of the WTE system. (It is preferred to use MS Project with soft copy inserted in this Tab).

(vi) **Testing** – The Offeror shall provide a Plan defining all testing requirements of the WTE system prior to interconnection to ASPA's grid. The tasks or system, by sequence of operations shall

be accepted by ASPA. These tests shall be conducted prior to the commissioning of the whole WTE system.

(vii) **Permits and Compliance** – The Offeror shall submit all compliant permits and documents for the proposed technology or technologies and for a similar technology that is currently in operation. This includes but is not limited to:

(a) Local Air emission rules & compliance

(b) US emission rules & compliance

(c) Clean Air emission charts & tests of proposed technology or technologies

(d) Detail substance chart emission data of proposed technology

(e) USEPA Emission substances compliant charts/data for proposed technology or technologies

(f) Emission monitoring charts and logs on pre/post tests for proposed technology or technologies

(viii) **Offeror's Professional and Installation Team** – The Offeror shall describe the individuals and qualifications of the project team with assigned tasks.

(ix) **Subcontractors -** The Offeror shall identify, list and submit the tasks to be subcontracted and submit the complete names, business address, and license classification of the subcontractor(s).

1.3.6 Tab 4 - General Terms and Conditions - The Offeror must provide a description of any and all proposed deviations from ASPA's General Terms and Conditions.

1.3.7 Tab 5 - Additional Information - The Offeror may include any additional information, including company and product brochures.

Request for Proposals (RFP)
for
Waste to Energy (WtE) System in American Samoa

2.0 Introduction, Background, Intent, Financing & Location

2.1 Introduction

The American Samoa Power Authority (ASPA) formally invites interested Independent Power Producers (IPPs) and/or firms with relevant experience to submit proposals for the finance, construction, operation, and maintenance of renewable energy generation facilities adopting any environmentally and commercially approved Waste to Energy (WTE) technologies for the purpose of entering into, inter alia, a Power Purchase Agreement with ASPA. The feedstock for the WTE plant averages around 80 tons per day of municipal solid waste (MSW).

ASPA shall purchase all electricity and/or synthetic diesel or suitable fuels produced by the WTE system. The selected Offeror will be responsible for providing all labor, services and equipment necessary to develop, design, procure, install, operate, test, monitor, provide system monitoring points and SCADA capabilities, and commission the WTE System with ASPA's power grid.

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The WTE Plant shall be able to meet all U.S. EPA emissions and residual waste rules and regulations. The WTE system shall be scalable, modular, designed to be redundant as much as possible, and be resilient in operating in remote and tropical island environments. Special consideration will be given to proposals that specify the following criteria:

- Price ($/MWh AC) or Price ($/ gallon of synthetic diesel or suitable fuels)
- Production of valuable by-products or products other than electricity or fuels
- Experience
- Strength of Operations, Maintenance, Construction, and Development Plan
- Financial strength of Offeror and other Project Participants
- Either the Offeror's PPA model or ASPA PPA model shall be used to finalize the power purchase agreement
- Demonstrate degree of site control, if Offeror Secured sites are proposed

2.2 Background on the American Samoa Power Authority

American Samoa, a group of five volcanic islands located in the South Pacific Ocean, is dependent on imported diesel fuel and other petroleum products for power generation. These relatively small isolated power systems with no interconnection to a larger grid are costly to operate and rates charged to customers on average is high. Increasing concerns about environmental impacts, growth in electricity demand, and oil price volatility create urgent needs for providing a path toward less oil-dependent, lower cost, and a lower environmental impact, sustainable energy future for American Samoa.

ASPA is the only utility operating in American Samoa. It is an entity of the government and serves 12,300 customers. ASPA's electrical distribution system on Tutuila operates at a nominal 13.2 kilovolts (kV), 60 Hz. ASPA services two substations, with approximately 170 miles of 13.2-kV lines, and 2,000 miles of low-voltage lines. There are a few underground feeders on the island, but most are overhead due to cost constraints. Because of the relatively small size of the island, there is no transmission system per se, but there is a single 34.5-kV sub-transmission tie line between the Tafuna and Satala power plants. The tie line is 9.5 miles long with 4/0 gauge copper underground cable in duct. The Tafuna plant is located on the western side of the island and supplies the airport, light commercial and residential loads. The Satala plant is located among the more industrial (tuna canneries) and commercial (government building) loads along Pago Pago Harbor. Furthermore, there is a 4.5 MW PV plant operating next to Pago Pago International Airport with an additional 900 kW of roof top mounted PV systems.

2.3 Background of the WTE Project

In 2008, ASPA initiated a Waste Stream Study conducted by Stearns, Conrad and Schmidt Consulting Engineers, Inc. (SCS Engineers) of Virginia. This study was undertaken by ASPA and funded through a Technical Assistance grant from the U.S. Department of the Interior (US DOI). In 2009, the Waste Stream Study was completed. The study quantified and characterized the waste stream in American Samoa and concluded that the BTU value of the Municipal Solid Waste (MSW) will support a two (2) MW WTE plant. This study is made available for review as RFP **Exhibit 2**. Additional data from ASPA SW Landfill waste scale is found in **Exhibit 3**. The feedstock for the WTE plant averages around 75 tons per day of municipal solid waste (MSW).

Furthermore, the SCS study concluded that Gasification appeared to be a viable solid waste management alternative for American Samoa. Such facilities produce clean, renewable heat, and/or electrical energy through various proven technologies utilizing MSW, biomass, shredded tires, fish waste, bio solids, and waste oil in specifically designed power plants equipped with state-of-the-art air pollution control equipment. MSW volume can be reduced and the remaining residue is subjected to frequent

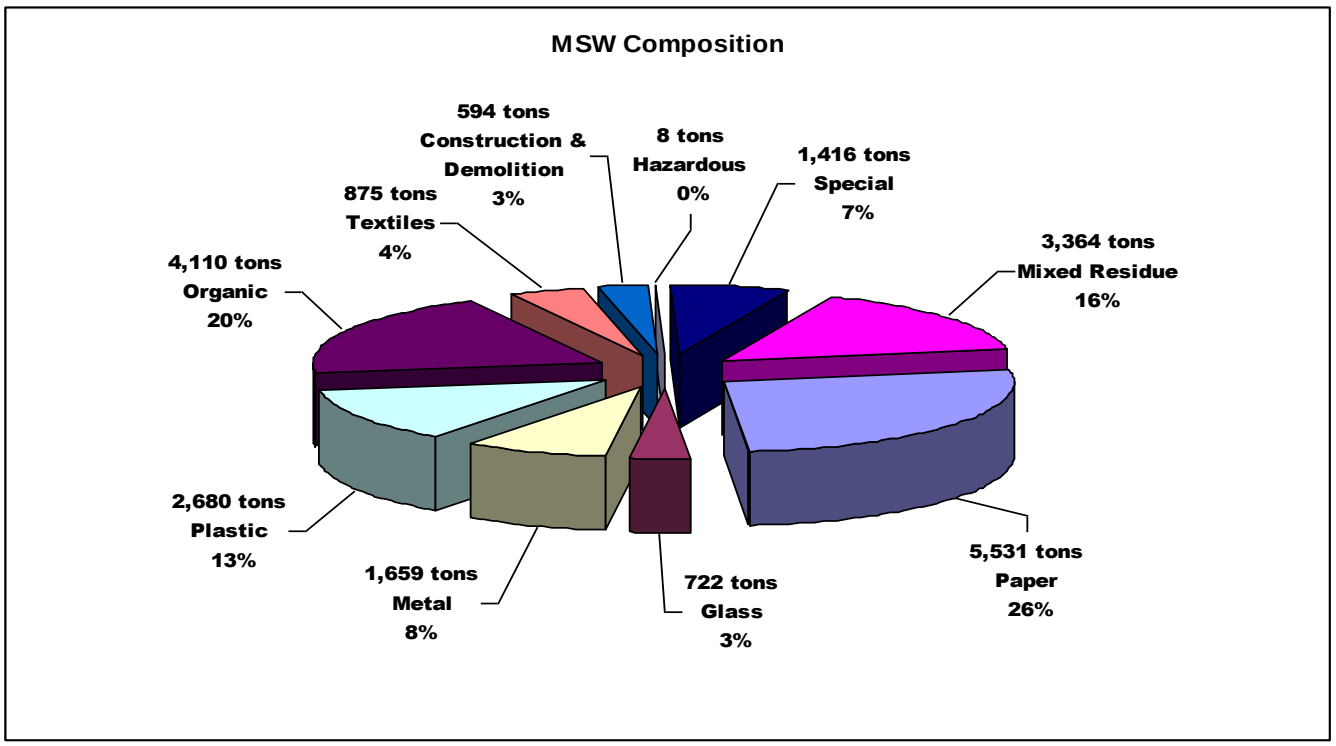
analyses to ensure conformance to strict environmental standards allowing its use as an industrial material or co-disposal with other solid waste in a sanitary landfill.

The implementation of such a system would require a significant investment in planning development and capital resources. However, it is expected that the WTE system would result in an improved, long-term solid waste management and power generation solution for American Samoa.

2.4 WTE Feasibility

Results of this initial feasibility study indicate that WTE is a viable solid waste management alternative for American Samoa. Given current waste composition and generation trends, a modular-type WTE system, somewhere in the range of 60-80 tons per day capacity, would provide approximately 2.0 MW of electrical power for the territory's total capacity production of 24 MW. Refer to Figure 1 for the SCS Study MSW composition breakdown. A detailed breakdown of the MSW composition is included in the study. Furthermore, the SCS estimated ASPA's waste stream top have an estimated heating value of 2,873 Btu/lb or 4,058 Btu/lb including tires and waste oils.

Figure 1



As part of the feasibility analysis, a Pro Forma Economic Model was developed to explore the projected costs and revenues of a WTE facility. These results indicate that the projected tipping fees, revenues from energy sales, and carbon credits should be

adequate to pay for the facility's operating and maintenance expenses and debt service/loan payments. Tipping fees will be split between the IPP and ASPA depending on the percentage of MSW utilized by the IPP and what is sent back to the Futiga landfill.

2.5 Intent of Request for Proposals & WTE Technology or Technologies

ASPA does not intend to participate as a bidder or to propose a self-build option. ASPA recognizes that small-scale utility-based WTE technologies and systems are still emerging and that there are several different WTE system technologies that may meet the needs of ASPA. As such, this RFP does not specify any specific gasification, fluidized bed, combustion, or other technology or technologies. Instead ASPA requires the Offeror to provide and warrant the WTE system design, environmental compliance, kW performance, and all other aspects pertaining to the performance of the WTE system. Note that ASPA welcomes technology or technologies that can provide other forms of energy besides electricity. They may include synthetic diesel, oils or clean gas. Value is recognized for proposals that produce valuable by-products or products and that minimizes the amount of any waste products that are harmful to the environment.

2.6 Financial

Offeror(s) must demonstrate that they are in sound financial condition and have the ability to secure necessary financing to meet the Project's requirements now and in the future. The Offeror(s) financial capability will be reviewed for durability and sufficiency to meet long-term capital and cash needs to own, operate, and maintain the project. If the Offeror is securing financing from an outside source, it must provide an official letter from the financier confirming the financial agreement.

2.7 Generating Facility

The generating facility must consist of commercially proven technology or technologies that are capable of delivering electrical energy directly to ASPA's distribution system. The technology or technologies employed in the generating facility must have been in continuous commercial operation in at least 2 other facilities with a duration of at least 3 years. Offeror is responsible for ensuring that all permits and environmental compliance are in place. The generating facility must be a minimum nominal capacity of 500 kW AC, whereas the maximum size is limited by ASPA's distribution system characteristics.

Exhibit 1- Capacity by Feeder and Feeder Maps sets forth the approximate maximum capacity of each feeder is 4 MW in ASPA's distribution system. ASPA shall be responsible for supplying the grid extensions to the point of interconnection, provided that the point of interconnection of the IPP should have the flexibility of auto disconnection gears when operating parameters go beyond normality.

2.8 Site Selection

Given the limited flat land available for construction (due to the island's volcanic terrain), it appears the best site for this facility would be a 3-acre parcel of land located NE of ASPA landfill in Futiga. Refer to **Exhibit 6** for aerial views of the site. However, Offeror(s) may affirm to locate generating facilities on sites identified by the Offeror or on sites identified by ASPA.

2.8.1 **ASPA Identified Sites**

A 3 acre site is available to host a WTE generating facility has been identified. For information on the aforementioned site See **Exhibit 6** for site specifications. ASPA will not be responsible for site conditions, including environmental conditions, zoning and use restrictions, access, and the safety or security of the site. ASPA will be responsible for locating a suitable site and obtaining easement rights with the land owner. The Offerors may be required to arrange lease agreements and acquire compulsory governmental permits and approvals to construct and operate generating facilities on the proposed site, However, ASPA will take the lead in securing leases since it will be more cost effective for all parties concerned. Offeror(s) will be responsible for all costs associated with developing the site, including, but not limited to, site preparation and construction, and demonstrate the ability to obtain site control for the term of the proposed PPA for the generating facility.

2.8.2 Offeror Identified Sites

ASPA will be responsible for obtaining easement rights with the land owner for Offeror-Identified Sites. Offeror(s) will need to demonstrate the ability to obtain site control for the term of the proposed PPA for the generating facility. The Offeror(s) will be responsible for all costs associated with the interconnection to the ASPA's distribution system from Offeror-Identified Site.

3.0 General Scope of Work and Technical Proposal Requirements

3.1 General Scope of Services

The Offeror shall be responsible for: (a) the design of the Waste to Energy system; (b) constructing the WTE system including any required structures; (c) testing the system and all components; (d) interfacing and commissioning the system for operations with the ASPA grid; (e) and demonstrate that the system performs as is proposed and an assurance of guarantee to deliver the proposed criteria to be maintained. ASPA, at its own expense, reserves the right to review and assess on-site (overseas) operation of the technology proposed for this RFP.

The specific requirements for this scope of services are described in:

3.1.1 **Attachment B** – Technical Proposal and Scope of Work

The Offeror shall:

3.1.2 Design, build, install, construct and commission the Waste to Energy system.

3.1.3 Design the waste receiving and feeding systems

3.1.4 Design the WTE system generator(s) to interface with the ASPA grid system.

3.1.5 Provide sequential monitoring information through a Supervisory Control and Data Acquisition (SCADA) system and historian to monitor, control, operate, and trend the WTE system.

3.1.6 Propose the generating capacity (kW) and the energy (kWh) performance benchmarks based on the projected waste stream.

3.1.7 Provide a detailed description and specifications of additional benefits from by-products or products (e.g. activated carbon, waste heat, water, etc.).

3.1.8 Provide project plan, including, but not limited to, tasks and activities, firm responsibilities, milestones schedules and time tables as required for the whole project stating start and finish dates for each task (preference is to use Microsoft Project or equivalent).

3.1.9 Design and construct the physical building of the WTE Facility at ASPA's Identified Site or Offeror Identified Site.

3.2 Start Up Tests & Commissioning

Commissioning of the system means the final steps when the WTE Power Plant system has been interconnected to the ASPA electric grid and is providing power to the grid on a constant basis.

Commissioning date is when the commissioning has occurred and the power is constant and operating to specifications.

3.2.1 The successful Offeror shall conduct tests that shall demonstrate to meet the specific requirements of ASPA. The sequence of tests shall be subject to prior approval of ASPA.

3.2.2 The successful Offeror shall coordinate all start-up and scheduled testing activities with the ASPA Project Manager. All testing criteria including check lists and schedules shall be submitted to the ASPA Project Manager two weeks prior to the tests. ASPA's Project Manager shall verify all schedules to ensure all documents are in place before the tests can proceed.

3.2.3 The successful Offeror shall prepare in collaboration with the ASPA Project Manager the Pre-Commissioning Test Proposal Schedule, the Commissioning Proposal Schedule and the estimated time for the WTE system interface to the ASPA grid system and Feeder tie integration. The ASPA Project Manager shall be responsible for coordinating switching schedules between feeders and the main Satala or Tafuna Power Plant during the commissioning and the project cut in phases.

3.2.4 ASPA reserves the right to extend and schedule meetings beyond the project completion to finalize any loose ends where necessary.

4.0 Form of Proposals and Conditions

4.1 Form of Proposals to be Submitted to ASPA

4.1.1 **Proposal Documents**

The following describes the form of the proposal that is to be submitted to ASPA. The Offeror shall comply with all submittals in this section outlined in detail on the "Offeror's Submittal Requirement". It is the sole responsibility of the Offeror to complete and submit the following documents as required by terms and conditions of this RFP:

(i) Proposal Transmittal Form - The Offeror shall complete and submit this form on its letterhead as provided for in Attachment A.

(ii) Technical Proposals and Scope of Work – The Offeror shall submit a detailed Technical Proposal based on the Scope of work out lined in Attachment B,

(iii) Offeror Qualifications Form – It is the intention of ASPA to award a contract only to an Offeror, who is able to furnish satisfactory evidence and the requisite experience, ability, including sufficient capital, facilities and plant, which are necessary to prosecute the

work successfully and promptly within the terms set forth in the contract.

(iv) The Offeror shall complete and submit information as required on Attachment C. The Offeror is encouraged to submit additional documentation regarding the qualifications of the firm. The Offeror is required to list and submit a dossier of personnel qualifications and professional credentials.

(v) The Offeror must include a list of three or more references and a project history to document a minimum of seven (7) years of specifically related experience.

(vi) Statement of Compliance with the ASPA General Terms and Conditions of Contracts - The Offeror shall review the ASPA General Terms and Conditions of Contract and state any proposed changes. These changes will be evaluated by the Source Evaluation Board in accordance with the terms and conditions of the RFP.

4.2 Conditions of Participating in the RFP Process

4.2.1 **Proposal Cost** - The Offeror is solely responsible for any and all costs incurred in the preparation of a proposal.

4.2.2 **Rights Retained**

ASPA reserves the right to do the following:

(i) Commitment to Contract - This RFP does not commit ASPA to award a contract;

(ii) Reject any Offeror for being non responsive to the Proposal requirements which are contained in this RFP. Reject all proposals and reissue an amended RFP;

(iii) Request additional information from any Offeror submitting a proposal;

(iv) Select a 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);

(v) Negotiate a contract with the Offeror selected for award;

(vi) Waive any non-material violations of rules contained in this RFP;

4.2.3 **Addenda**

ASPA reserves the right to issue any addendum to this RFP.

(i) The Offerors must send ASPA a signed Receipt of Addenda form confirming the receipt of any Addendum.

(ii) The Offerors shall submit any additional information as is required by any Addendum.

(iii) The Offerors will be requested to send a signed "Receipt of Addenda" to ASPA for each addendum that may be issued. 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.

(iv) All Addenda will be posted to www.aspower.com, ASPA Web site.

4.2.4 **Multiple Proposals – Collusion**

(i) 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.

(ii) If requested by ASPA to do so, an Offeror may submit an alternate Proposal.

(iii) If ASPA believes that collusion exists amongst any Offerors, the participants in such collusion will be disqualified from contract award consideration.

(iv) If collusion is determined, the Offerors shall forfeit the bid bond.

(v) The proposals in which the proposed costs and fees are unreasonably high, or unrealistically low, may be rejected at ASPA's sole discretion.

5.0 Proposal Submission, Selections, Contracts and Liquidated Damages

5.1 Proposal Submission

5.1.1 Date/Time/Place of Proposal Submittal and Proposal Opening

Each Offeror must submit its proposal in a sealed envelope addressed to:
Ioana S. Uli
ASPA Procurement Manager
P.O. Box PPB
Pago Pago, AS 96799

(i) An original, **five (5)** copies and **one (1) PDF electronic copy** of the complete proposal must be received in the Procurement Office (Procurement) no later than 2:00 p.m. local time on or before **Friday, May 10, 2019.**

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

(iii) All Offerors shall provide sufficient written and verifiable information that responds to the requirements of the RFP, and in accordance with the SOW to include a point-by-point response as outlined in detail for each Part of the proposal.

5.1.2 The Offerors may submit the proposals through two (2) means:

(i) In Person Delivery – Offeror may deliver the proposal in person at Procurement Office in the New Operations at Tafuna Power Plant Compound. Proposals must be received by before **2:00 p.m**., American Samoa Time.

(ii) Mail-Option – The Offeror may also elect to transmit the proposal by Express Mail, using DHL, FEDEX, or US Postal Service with postal receipt stamp. If the proposal is to be submitted via Express Mail, then, the proposal must be accompanied with a Receipt Stamp provided by the Express Mail provider dated no later than **2:00 p.m., Friday, May 10, 2019**, a copy of the Express Mail receipt stamp must be transmitted electronically to ASPA on the same day. ASPA may issue addenda to address questions and/or clarifications as necessary.

5.1.3 **Pre-Proposal Questions:**

5.1.4 All questions and/or clarification regarding this RFP shall be submitted in writing to Ioana Uli, ioana@aspower.com through electronic mail or in hard copy to the address listed under section 5.1.1 of this document. Pre-proposal questions must be received no later than 4:00 p.m. on **Monday, April 15, 2019**. ASPA will then issue addenda to address all questions and/or clarifications on **Wednesday, April 24, 2019**.

5.1.5 **Site Visit**

A non-mandatory **site visit** is scheduled for **Tuesday, April 9, 2019 at 10:00 a.m. to ensure that Offerors understand the location and environment of the proposed WTE plant.**

5.1.6 **Withdrawal of Proposal**

(i) Any Proposal shall be withdrawn prior to the scheduled time for the opening of Proposals by notifying ASPA through a written request.

(ii) No Proposal shall be withdrawn after the time scheduled for opening of Proposals.

5.1.6 **Opening and Evaluation of Proposals**

(i) 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 Section 5.1.1 of this document.

(ii) All Proposals will be opened at ASPA Procurement Conference Room located in the New Operations Building at the Tafuna Power Plant Compound, American Samoa or in another location so designated by ASPA Procurement Manager in writing.

(iii) 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 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.

5.1.7 **Timeline Schedule**

The prosecution and progress of the Work will be governed by a milestone schedule, which will be consolidated with the Offerors schedule. The Offerors should submit a detailed Time line schedule of various critical stages of the entire project that ranges from 'Notice to proceed to final delivery point. ASPA would consider this Timeline Schedule and its duration as one of the elements in the evaluation criteria.

5.2 Basis for Selection

An award will be made by ASPA in accordance with the evaluation criteria set forth and in accordance with ASPA Procurement Rules.

5.2.1. **Proposal Evaluation Process**

(i) Proposals shall be evaluated by a Source Evaluation Board (SEB).

(a) SEB members shall be nominated by the Procurement Manager and approved by the Executive Director of ASPA.

(b) ASPA Officers may also serve as additional SEB Members.

(c) Submission of a proposal shall constitute a waiver of any challenge or dispute of the SEB process.

(ii) The SEB will evaluate each of the responsive submitted proposals, as determined by the Procurement Manager.

(a) Discussions may be conducted by the SEB with any or all of the Offerors upon approval by the Procurement Manager.

(b) 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.

(c) Discussions shall be conducted on an "as-needed" basis with individual Offerors.

(d) Care shall be exercised to ensure that no information derived from competing Offeror's proposals is disclosed.

(e) 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.

(iii) The SEB may require Offeror to provide additional information and clarification.

(iv) When the evaluation process is complete, the SEB will forward a ranked order memorandum of recommendation for contract award to the Procurement Manager.

(v) After receiving the Source Evaluation Board's written recommendation and concurring with recommendations, the Procurement Manager shall forward the SEB recommendation to the requesting manager. The Procurement Manager shall route the final recommendation to the Executive Director for final approval and determination of acquiring the Board of Director's approval and subsequent contract award.

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

(vii) Approval is not final until the recommendation is approved by ASPA Board of Directors via Resolution.

5.2.2. **Evaluation Criteria**

All Responsive Proposals will be evaluated and ranked by the Source Evaluation Board based on the following criteria.

(i) Technical Proposal (20%)

(ii) Cost (50%)

(iii) Expected dependable output capacity (10%)

(iv) Compliance with Terms of the RFP (10%)

(v) Qualifications and Experience of the Offeror in the field (10%)

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.

5.3 Contract Award

Once an award has been approved by the Board of Directors of the American Samoa Power Authority, the draft of the Contract will be provided for execution.

5.3.1. General Terms and Conditions

The Offeror must comply with the General Terms and Conditions of ASPA contracts. The Offeror must provide a description of any and all proposed deviations from ASPA General Terms and Conditions of Contract. These will be factored in the evaluation of the RFP.

5.3.2. Business License

(i) 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.

(ii) Local Offerors shall possess a currently valid American Samoa Business License prior to the execution of the contract.

(iii) Offerors shall comply with all American Samoa and United States laws, including all tax, customs, environmental, and other laws and regulations.

5.3.3. Offeror's Understanding

(i) The successful Offeror must be well informed of the conditions relating to the execution of the work.

(ii) The successful Offeror will make itself thoroughly familiar with all the Contract Documents prior to execution of the Agreement.

(iii) 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:

(a) Wage rates;

(b) Non-discrimination in the employment of labor;

(c) Protection of public and employee safety and health;

(d) Environmental protection;

(e) Historic preservation;

(f) Protection of natural resources;

(g) Fire protection;

(h) Burning and non-burning requirements;

(i) Permits, fees,

(j) Taxes, and

(k) Similar subjects.

(iv) 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.

5.3.4. **Type of Contract**

(i) The successful Offeror will provide services to ASPA under a Power Purchase Agreement.

(ii) The successful Offeror shall be an independent contractor and not an agent or employee of ASPA.

(iii) 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.

(iv) 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.

(v) ASPA will not be held responsible in any way for claims filed by the successful Offeror or its employees for services performed under the terms of this RFP or the contract.

5.3.5 **American Samoa Licenses, Permits, Taxes and Import Duty**

(vi) The Offeror shall be aware 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.

(a) The successful Offeror shall have an ASG Business License in order to perform the required contractual work.

(b) As necessary, the successful Offeror must pay income taxes to the American Samoa Government based on the profit made on the RFP contract.

(vii) American Samoa is a protectorate of the United States and lies outside the jurisdiction of the U.S. Customs and U.S. Immigration Department.

(viii) 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.

(ix) Excise Tax on equipment to be incorporated into the project or used on this project may be waived upon written request and pre-approved by the American Samoa Government.

(x) 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 is subject to appropriate import duty rates required under the American Samoa Import Duties and Taxes codes.

(xi) Any equipment imported for use other than this project is also subject to the American Samoa Import duties and Taxes codes.

(xii) 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.

5.4 Standards and Codes

The following are the standards and codes but not limited to which the equipment shall comply with. The latest version of the standards or codes shall be binding.

5.4.1.	NSPS	National Source Performance Standards
5.4.2.	IP	Ingress Protection
5.4.3.	IEEE	Institute of Electronics and Electrical Engineers
5.4.4.	IEC	International Electro technical Commission.
5.4.5.	NEMA	National Electrical Manufacturers Association
5.4.6.	NEC	National Electric Code
5.4.7.	NESC	National Electrical Safety Code
5.4.8.	USEPA	United States Environment Protection Agency
5.4.9.	USDA	United States Department of Agriculture
5.4.10.	ISO	International Organization of Standards

5.4.11.	UL	Underwriters Laboratories
5.4.12.	NFPA	National Fire Protection Association
5.4.13.	AWS	American Welding Society
5.4.14.	ANSI	American National Standards Institute
5.4.15.	NFPA	National Fire Protection Associations
5.4.16.	ASCE	American Society of Civil Engineers
5.4.17.	SSPC	Steel Structures Painting Council
5.4.18.	ACI	American Concrete Institute
5.4.19.	AISC	American Institute of Steel Construction
5.4.20.	AISI	American Iron and Steel Institute
5.4.21.	ASME	American Society of Mechanical Engineers
5.4.22.	ASTM	American Society of Testing and Materials
5.4.23.	BS	British Standards
5.4.24.	AS	Australian Standards
5.4.25.	ASEPA	American Samoa Environment Protection Agency

ATTACHMENT A

WASTE TO ENERGY PROJECT

PROPOSAL TRANSMITTAL FORM

(On Offeror Letterhead)

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. ASPA19.007.SW-WASTE TO ENERGY INDEPENDENT POWER PRODUCERS FOR WASTE TO ENERGY PLANT

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 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 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 requirements of the cost proposal are submitted in the proposal envelope, with five copies, at the date and time for proposal opening. (See Page Three (3) of this document, "SUBMITTALS" to verify what the Offeror shall submit as requirements). The undersigned understands and accepts the terms of the proposal and ASPA requirements.

_____

Signed Seal

_____

Date

ATTACHMENT B

TECHNICAL PROPOSAL AND SCOPE OF WORK

B1 TECHNICAL PROPOSAL REQUIREMENTS

The Technical Proposal must provide the following information.

1. The Technical Proposal shall describe, in detail, the technology, components of the technology, and how the technology system would be operated and maintained in a small tropical island environment.

2. The Technical Proposal shall describe the environmental issues, including, but not limited to, emissions, wastes, and other pollutants. The Offeror must describe how such calculations of emissions derived, tests that have been completed to verify the emissions, and how the system will comply with any and all U.S. Environment laws, rules and regulations.

3. The Technical Proposal shall include a project plan that lists, describes, and delineates the specific tasks, actions, and schedule of work, which will be undertaken, to achieve the goals and objectives of the WTE system.

4. The Technical Proposal shall describe the processes for the conversion of feedstock not limited to MSW, biomass, tires, wet fish, waste water sludge, and waste oil as energy sources and describe the residuals that are generated from the WTE system processes.

5. The WTE system must meet all appropriate permitting requirements of the U.S. Environmental Protection Agency. The Offeror must identify all permits that would apply to the project and to the WTE system proposed. This includes, but is not limited to, air emission, water, chemical wastes, and other residuals.

6. The technology or technologies shall be reliable (on a constant use basis), environmentally friendly, proven and commercially demonstrated.

7. The Proposed Technology or technologies readiness on a commercial scale shall be able to accept all the feedstock available to generate electric power or Synthetic diesel as required by the utility.

B2 WASTE STREAM AND POWER GENERATION

The technology design should be within the scope of ASPA's waste collection data and its composition. It shall have the ability to absorb and accommodate

MSW and other wastes not limited to wet fish, tires, waste water sludge and waste oil.

The Offeror must describe the process in detail technically. The Proposal shall describe the feedstock flow (e.g. if presorting required, manual or automated feeding of wastes); capacity of chamber and operation ratios; and the like.

The Offeror must describe the operations system in detail, illustrating the technology or technologies to be viable with the wastes available and collected based on statistical data and study by SCS Engineers and ASPA.

1. The technology should be in compliance with all current applicable standards of ASEPA and USEPA regulations. The Offeror shall provide copies of compliant permits of same or similar technology or technologies proposed and/or facility that is currently in operation.
2. The Offeror should submit all relevant and comprehensive information about the proposed technology or technologies in detail with a process flow diagram and technical descriptions of all stages from airborne emission to residue disposal and its constituents.
3. The information & data should not only be taken from generic and theoretical factors but also be provided from an actual facility of similar kind / capacity and size that has been in operation for more than two years for comparison. To demonstrate this, the Offeror shall provide one year's operational data from a facility that is currently in operation.
4. The Offeror shall identify the waste stream feedstock that is accepted on the proposed technology or technologies. Based on this, the Offeror shall provide the electrical output in kilowatt hours or gallons of Synthetic diesel from the waste stream.
5. The Offeror shall submit a functional description of all the proposed unit(s) and its capacities of the waste to energy facility.
6. The Offeror shall provide proposed and project schedules.
7. The Offeror shall provide the air pollution and odor controls of the facilities
8. The Offeror shall indicate and guarantee the output capacity of the WTE system based on the technology or technologies and the waste characteristics and volume. All assumptions must be clearly stated in a format that is reproducible and allows for analysis with respect to its input / output variations.

B3 ENGINEERING PLANNING, DESIGN & PERMITING

1. The design and technology of electrical components to the point of interconnection to the grid should be the latest, easy to manage, with adequate protection for any system fault interference to ASPA's main grid system.

2. All design parameters shall be based on the following site condition:

   a. Ambient earth temperature: 35^0C

   b. Site elevation: 50 ft above sea level

   c. Maximum relative humidity: 100%

   d. Climate: Tropical.

   e. Annual precipitation: 133 inches

   f. Wind: 150 mph

   g. Seismic loading: Zone – 3

   h. Engineering estimate of available excess heat and/or steam

3. Local PNRS Permit – The successful Offeror will be responsible for this permit application. The successful Offeror will complete and meet all required permits, approvals and conditions as required, and/or all other processes necessary to call for public hearings and meetings.

4. The Offeror shall be exclusively and entirely responsible for obtaining all the necessary federal and local permits, licenses and approvals required for the complete project execution and delivery of energy from site preparation to start up.

5. A copy of compliance permits are required to be submitted for the proposed or similar technology/facility that is currently in operation and proposed for this project.

B.3.1 The Offeror must describe in detail its approach to furnish the deliverables of design work for the Waste to Energy Project accomplishing the duties set forth in the Scope of Work. This includes listing of specific tasks in obtaining permits and meeting all regulatory compliances for the project. The Offeror, as part of the Technical Approach, shall provide a detailed list of all regulatory compliance rules, not limited to the following:

1. Local Permitting rules

2. Air emission rules and compliance

3. US emission rules and compliance

4. Clean Air Emission charts and tests of proposed technology or technologies

5. Detail substance chart emission data of proposed technology or technologies

6. USEPA Emission substances compliant charts/data for proposed technology or technologies

7. Emission monitoring charts and logs on pre/post tests for proposed technology or technologies

B4. The Offeror Responsibilities in Construction:

1. The Offeror shall be responsible for all design specifications for the building

2. The Offeror shall be responsible for the engineering of the WTE system, within the facility that has been designed.

3. The Offeror shall be responsible for Construction and Installation of all components of the WTE system including:

   a. Site preparations
   b. Staging Area

4. The Offeror shall be responsible for mobilization of all necessary materials and equipment from port to site premises.

5. The Offeror shall follow all local codes, rules and regulation if subcontractors are utilized.

6. The Offeror shall be responsible for all activities of construction and not limited to access roads within the facility from entrance to exit, pavements, fencing, parking, storage, process area, electrical control room, operation & maintenance facility, security, admin building, required fire fighting facility etc., for the safe operation of the facility as necessary.

7. The Offeror shall submit a plot plan of all construction activities in a sequential manner with time scale to ASPA prior to any construction work.

B5. INSTALLATION

1. The Offeror shall be responsible for all installation of the WTE system.

2. All necessary safety precautions and industrial standard work practices shall be followed for the installation and alignment of all equipment.

B.5.1 The Offeror must describe in detail its approach to complete the construction and installation of the WTE system in a timely manner in accordance to the terms of this RFP and shall comply with all rules in employment of labors and contractors as set forth in the Scope of Work. This includes listing of specific vendors or contractors that will be contracted to complete the tasks and list the specific tasks with timelines and schedules.

ATTACHMENT C

OFFEROR QUALIFICATIONS 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_____

   Other_____

   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.

_____

_____

____

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

_____

_____

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

_____

_____

_____

Contract Amount_____Date of Completion_____

If not completed, why?

_____

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

_____

_____

Location and Date of Project:_____

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

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, and if so with whom and under what arrangement?

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.

Name	Qualifications/Experience

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.

Name of Reference	Address and Contact Information
_____	_____
	_____
	_____
	_____
_____	_____
	_____
	_____
	_____
_____	_____
	_____

ATTACHMENT D

OFFEROR GUARANTY ACKNOWLEDGEMENT FORM

(to be typed on Offeror's Letterhead)

_____ (the "Offeror) has submitted herewith a Proposal in response to the Request for Proposals (RFP) No: _____ for a Waste to Energy (WTE) Project with the American Samoa Power Authority (ASPA) in the US Territory of American Samoa on _____2018.

The Guarantor reviewed the Offeror's Proposal which will form the basis of the contract. The Guarantor hereby certifies that it will guarantee the performance of the WTE system at rated capacity under the Performance Bond.

_____

Name of Guarantor

_____

Name of Authorized Signatory

_____

Signature

_____

Title

_____

Date

7.0 Appendices

Appendix A: Model PPA

The American Samoa Power Authority

- AND -

[Name of Seller]

POWER and SYNTHETIC DIESEL PURCHASE AGREEMENT

RELATING TO

THE WASTE TO ENERGY GENERATION FACILITY AT
[LOCATION]

DATED [ ]

POWER and SYNTHETIC DIESEL PURCHASE AGREEMENT
(PPA)

between

The American Samoa Power Authority

and

(Name *of selected Offeror*)

…….

This Power Purchase Agreement (herein the "PPA") is by and between **(*name of selected Offeror)*** and the **American Samoa Power Authority (herein "ASPA")** of the **Territory of American Samoa**, ASPA having an address of:

P.O. Box PPB, Pago Pago, American Samoa 96799 _____.

This PPA covers the installation of a Gasification or Waste To Energy system for power and/or synthetic diesel production, owned by *(name of Offeror)* (hereinafter referred to as "Seller") including the operation and maintenance of the equipment, and payment for energy or diesel produced and sold to ASPA (hereinafter referred to as "the Utility"). Seller or the Utility may be referred to in this PPA as "Party" or collectively as "Parties".

Whereas, Seller is in the business of developing Waste To Energy (WTE) projects, employing waste recovery, i.e. trash, sanitary waste, animal manure, tires, etc. followed by energy or fuel production in the form of electricity or diesel - that provide several solutions to community infrastructure issues;

Whereas, the Utility desires to purchase energy and/or synthetic diesel for the purpose of reducing or augmenting cost of energy or increase reliability of energy provided;

Whereas, the Utility desires to reduce the volume of MSW in order to extend the life of the landfill;

Whereas, the Parties through this PPA desire to have a long term power generation and/or synthetic diesel production, and purchase contract;

Whereas, the Utility has reviewed the preliminary engineering analysis and equipment information provided by the Seller and desires to implement this binding agreement for purchasing the resultant electrical power generated and/or synthetic diesel fuel produced. The Utility will have the Seller proceed with the engineering design, manufacture and purchase of equipment followed by installation and operation of the equipment, and pay Seller for the electricity and diesel delivered for a period of a minimum of ten (10) years, which represents a portion of the useful life of the equipment, plus a ten (10) year extension followed by a five (5) year extension, both at the option by the Utility. The Seller will own and maintain the equipment for the Utility's sole benefit and at no extra cost to Utility.

Now therefore, the parties mutually enter this Power Purchase Agreement as follows:

1. **Responsibilities of Seller**

1.1 The Seller shall:

a) Conduct energy and synthetic diesel evaluations and recommend certain equipment that would result in the electrical power and/or diesel production from renewable waste resources that will result in reduced energy costs and increased reliability with use. This evaluation and recommendations are identified in the scope of work.

b) Procure the identified equipment and arrange for the long term feedstock supply with the Utility.

c) Perform, or subcontract, the detailed design work to have all certified installation drawings completed for the Project. A copy will be provided to the Utility for approval in common area of interconnection (energy production) and sale. All drawings and engineering work will conform to Federal, State and local codes and standards for installation of the equipment. The Utility has reviewed and agrees to the location and operation as specified prior to signing this PPA.

d) Procure all Consents necessary to construct, install, commission, operate and maintain the Utility Interconnection Point.

e) Submit for the Utility's approval, installation drawings to the relevant governing agency for permits (typically civil, electrical and mechanical), meet with city and other governmental organizations as required, obtain all approvals and permits needed for the Project, and pay for all the permit fees.

f) Bbe responsible for providing accurate updates as to the Available Capacity to Utility

g) Review any substantive changes deemed necessary by government with the Utility and obtain the Utility's approval before proceeding.

h) Act as the project manager subcontracting with the civil, electrical and mechanical trades and the Seller strategic partners/vendors to have the installation done as approved. The Seller will insure all work and contracting is done in accordance with applicable codes, standards and ordinances, including insurance requirements for the project. An installation schedule for implementation of the Project must be included. And will be agreed upon at a later date by the Parties.

i) Unless identified expressly, pay for the total installed cost of the on-site equipment (including all design costs).

j) Upon completion and authorization to operate the equipment, provide the Utility five day's prior written notification of the date revenue service will commence under this PPA.

k) Provide and pay for all service and maintenance of all installed equipment to maximize its operation and reliability during the term of this PPA. This includes routine maintenance and any service required due to a forced outage. The Seller will respond within twenty-four (24) hours to any needed service or maintenance of the equipment.

l) Provide the Utility with a monthly status report which shall be provided no later than the 7th day of the new month outlining any special conditions.

m) Shall comply with all applicable local and federal safety laws and regulations.

n) Shall notify the Utility five (5) days in advance of routine service that may affect the Sellers delivery.

1.2 provide for xx MW of power generation to the utility grid.

AND/OR

Provide xx Gallons of Synthetic Diesel.

2. The Utility Responsibilities

2.1 The Utility shall:

a) Furnish the Seller existing "as built" drawings of the electrical systems involved in the utility grid interconnection. Any hard copy drawings will be promptly returned after the new installation drawings have been approved

b) Provide a suitable site for the WtE site whether within the existing landfill lease in Futiga or nearby. The Utility will lease the land and the Seller shall reimburse Utility the costs of the lease.

c) Coordinate with the Seller for the electrical grid connection during installation where a brief interruption of service at site may be required.

d) Transfer any synthetic diesel from the site of the WtE plant to ASPA power generating facilities.

e) Extend its grid to the Seller's generation plant and if required by extend the distribution line for interconnection at no cost to energy Seller in order deliver the power and receive the electricity. The interconnection transformer, cables, fuses, circuit breaker and materials will be supplied by the Seller.

f) Acknowledge and agree that any demand side management, conservation, environmental pollution reduction or other similar rebates, credits, allowances, or other benefits from any utility, governmental authority, equipment manufacturer, private party or other person or entity received by or available to either party as a consequence of the installation or operation of the equipment or of the supply of energy to the Customer shall, to the extent consistent with the provisions of this PPA, be for the benefit of the Seller. The Utility shall cooperate with and assist the Seller in applying for and obtaining such benefits.

g) Not install additional WTE systems during the term of this PPA (including optional extension terms, if any), the effect of which will reduce the Utility's use of the Seller's equipment and/or reduce Seller's ability to recover its investment in the equipment on the Utility's behalf.

h) Pay the Seller within 35 days of receipt of invoice via automatic deduction from Utility's account by Seller. The Utility agrees that any unpaid amounts will be subject to a late payment service charge equal to the highest applicable rate allowed by law.

I) Notify the Seller, except during an emergency, twenty-four (24) hours in advance of any third party work on premises that would affect the normal operation of the equipment.

j) Supply the Grid Extensions to the Sellers Point of Interconnection.

2.2 The Parties will coordinate ongoing service and maintenance during the term of this PPA.

2.3 As a protection to Seller against transfer of ownership or rights and recognition of this PPA by existing and/or a new owner/agency, the Utility will ensure this PPA is included and part of any transfer of ownership and control of business, or the Utility will pay to the Seller all outstanding loans on the equipment and installation.

2.4 The Parties agree that the equipment shall remain the property of the Seller at all times. The equipment shall not be subject to forfeiture as a result of being mistaken as part of Utility's equipment.

3. Power or Synthetic Purchase Fee

3.1 The Seller will install, at its expense, a Waste to Energy system for the generation of power and synthetic fuel production. Compensation for the Seller's investment will be through the Utility's payment of a monthly fee for the delivery of electricity to the Utility's power distribution system, or diesel supplies to the Utility, during the term of the PPA, including extension terms if any, computed as described below.

3.2 The Seller will install "X" MW capacity of electricity generation, for sale of electricity to the Utility on a 24 hour, 7 day a week basis, OR xx Gallons of Synthetic Diesel to the Utility on a daily basis. This system will be fueled by Municipal Solid Waste from the community landfill.

Energy Service Fee for the equipment will be calculated as follows:

3.2.1 The Seller will provide an electric meter at its cost and the Utility has an option to provide a redundant meter at its cost to verify energy generated and sold under this PPA. At a minimum, billing meters will be calibrated annually. Either Party may request calibration of the meters that must be done within thirty (30) days, to ensure accurate information is being recorded.

3.2.2 Electricity will be generated by Seller and sold to the Utility at a price of $0.xx/kWh;

3.2.3 As minimum for the purchases stated in Section 3.2.2, the Utility will purchase from the Seller a minimum of ninety (90) percent of the capacity of the actually installed equipment capacity (no less than xx MW, with annual energy output computed based on 360 days x 24 hours) on a firm basis after the Project begins electricity production (after commissioning into revenue service forward), take or pay at the rate per section 3.2.2.

3.2.4 The Seller and the Utility will maintain a balancing account on any electricity delivered above the contract purchase requirement and any electricity deficit below the contract purchase. The account will be settled once annually with the value of the power for payment to the Seller or credit to the Utility.

Synthetic Diesel Service Fee for equipment will be calculated as follows:

3.2.5 Synthetic diesel will be produced by the Seller and sold to the Utility at a price of $x.xx / US gallon;

3.3 The Seller will have utility grade billing instruments on the equipment to accurately determine the operating time, gas consumption, and amount of electricity or synthetic diesel delivered to the Utility as a result of its operation.

4. Term and Termination

4.1 The initial term of this PPA shall commence when this PPA is fully executed by the Parties, and shall expire ten (10) years from the Commencement Date, which is the date the equipment is commissioned and placed in revenue operation, such date to be evidenced by the Seller's written notice under Section 1.11. Such ten (10) year minimum initial term is based on a portion, approximately half, of the expected useful life of the Seller's equipment. Should any component of the Sellers equipment fail prematurely (before the end of such ten (10) year minimum initial term), the Seller shall replace such component at its own cost within a reasonable period of time, recognizing that time is of the essence.

4.2 At the option of the Seller, exercisable by written notice to the Utility at any time before the expiration of any current term (including any optional extension term), the term of this PPA shall be extended; the extension terms shall consist of a first extension term of ten (10) years, followed by a second extension term of five (5) years, with each such extension term to begin immediately upon the expiration of the prior term.

4.3 At the end of the term of this PPA including the extension terms if any, the Gasification or WTE Reactor system and the power Generators will be removed by the Seller. The Seller at its own discretion may leave any/all other equipment i.e. electrical breakers, switches, conduit, wiring, water pump, piping or tank, controls, etc., and the building constructed to house the Generator and the Gasification or WTE Reactor systems.

4.4 The Utility may affect early termination of this PPA without penalty if (a) the Gasification or WTE equipment is not supplying energy or diesel to the premises within twenty-four (24) months of execution of this document by both parties; or (b) the Seller's equipment fails to supply electricity or diesel to the Utility for more than 180 consecutive days after the commencement of power generation or diesel production, for any reason other than the Utility's own problems in taking the power or diesel, or the Utility in some way contributed to the reason for the problem.

4.5 The Seller may affect early termination if the Utility fails to pay the monthly power purchase fee within sixty (60) days of invoice. After ten (10) days written notice to the Utility (which may be sent during such 60 day period), the Seller may elect to either shut down the equipment until invoices are paid or remove the generation and WTE equipment.

5. Relationship of Parties

5.1 The relationship between the Utility and the Seller is as builder, owner and operator of certain renewable waste to energy or diesel for sale to the Utility as a customer. This PPA does not create a partnership or employee/employer relationship and neither party may represent the other in decisions or actions herein or hereunder.

5.2 All information included in this PPA is confidential to the parties and may not be disseminated to any third party (other than the Utility's current and future management, professionals such as attorneys and accountants, subcontractors, and relevant regulating agencies) without advanced written authorization by the other party, which authorization will not be unreasonably withheld.

5.3 Neither party may use the other party's name in marketing, promotion or public releases without prior written consent of the other party.

6. Disputes and Remedies

6.1 This PPA shall be governed by, interpreted under and construed and enforced according to the laws of American Samoa.

6.2 All disputes between the parties shall be resolved pursuant to the provisions of this Section 6.

6.3 If the Utility disputes a power or synthetic diesel purchase fee invoice or believes that the Seller has failed to fulfill its obligations under this PPA, then the Utility will send written notice to the Seller identifying and explaining the problem. A notice of a dispute about an invoice shall be mailed within ten (10) days of receipt of the disputed invoice. The Seller will review the

problem and correct the dispute or submit a verification and explanation of the invoice amounts within ten (10) days of the Utility notification. If the Seller and the Utility fail to resolve the dispute, the Parties will arrange for a meeting within ten (10) days of the Seller's written response to the Utility to discuss and resolve remaining issues. A notice of a dispute will not change the Utility's responsibility to pay a Power or Synthetic Diesel Purchase Fee invoice as stated in Section 3.2.5. The Utility will have the right to be offset or refunded for any successfully disputed amounts in the balancing account. All unresolved invoicing disputes shall be submitted to arbitration per Section 6.4 (without going through the pre-submission procedure stated therein).

6.4 If the Parties are unsuccessful in resolving any dispute arising directly or indirectly out of this PPA, or concerning the rights or obligations of any party to this PPA, such dispute shall be resolved by legal binding arbitration on all parties as follows: If any dispute arises between the Parties relating to the interpretation, breach or performance of this Agreement or the grounds for the termination thereof, and the Parties cannot resolve the dispute within thirty (30) days of a written request by either Party to the other Party, the Parties agree to hold a meeting, attended by the Executive of or President of each Party, or their executive level designees, to attempt in good faith to negotiate a resolution of the dispute prior to pursuing other available remedies. If, within sixty (60) days after such written request, the Parties have not succeeded in negotiating a resolution of the dispute, such dispute shall be submitted to final and binding arbitration under the then current commercial rules and regulations ("Rules") of the American Arbitration Association ("AAA") relating to voluntary arbitrations. The arbitration proceedings shall be held in California if submitted by the Seller and American Samoa if submitted by the Utility. One arbitrator shall be selected by the Seller, one arbitrator shall be selected by the Utility, and the third arbitrator shall be chosen by the first two arbitrators chosen. The arbitrators shall be knowledgeable in the subject matter at issue in the dispute. The arbitration shall be conducted in accordance with the following time schedule unless otherwise mutually agreed to in writing by the Parties: (i) Parties to the arbitration proceeding shall each appoint their respective arbitrator within fifteen (15) business days after the date the dispute is submitted to arbitration; (ii) within five (5) business days thereafter, such arbitrators shall appoint the third arbitrator; (iii) within ten (10) business days after the appointment of the third arbitrator, the Parties to the arbitration proceeding shall provide all documents, records and supporting information reasonably necessary to resolve the dispute; and (iv) within fifteen (15) business days after the date the above records are due, the arbitrators shall hold a hearing, and (v) within fifteen (15) days thereafter render their decision. Notwithstanding any of the provisions of the Rules, the Parties shall have the right to take depositions and to obtain discovery regarding the subject matter of the arbitration as directed by and if deemed necessary by the arbitrators, and the above time schedules may be adjusted accordingly. The arbitration shall allow a full recovery of damages, in accordance with applicable law. This agreement to arbitrate shall be self-executing without the necessity of filing any action in any court and shall be specifically enforceable under the prevailing arbitration law. Each Party shall initially bear its own costs and legal fees associated with such arbitration. The decision of the arbitrator shall be final and binding on the Parties. The arbitrator shall prepare and deliver to the parties a written, reasoned opinion conferring its decision. Judgment on the award so rendered may be entered in any court having competent jurisdiction thereof and shall be enforceable under the Federal Arbitration Act. BY EXECUTING THIS AGREEMENT, THE PARTIES AGREE TO THIS ARBITRATION SECTION AND WAIVE THEIR RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY PROCEEDING CONCERNING THIS AGREEMENT OR ANY DISPUTES BETWEEN THEM.

6.5 The prevailing Party in any proceedings (including arbitration) between the parties shall be entitled to recover from the other Party the reasonable attorney's fees, costs, interest, and expenses incurred by such prevailing Party in connection with such proceeding.

7. **Mutual Indemnity**

7.1 It is understood that during the term of this PPA, including extension terms if any, employees and agents of the Seller and the Utility will be working together to service and maintain their respective equipment. The parties intend to and do hereby mutually indemnify, defend and hold each other financially free and harmless from any and all claims, demands, liabilities, or action of any form or type whatsoever, and including but not limited to, fire, theft, vandalism, or losses of any type or form whatsoever, which may be raised or asserted against each other and their agents and employees for any injuries incurred, except for gross and willful negligence of the other.

8. Energy or Diesel Seller Financing

8.1 The Utility acknowledges that the Seller may obtain financing from a third party or parties ("Financing Party") for part or its entire capital requirement for the Project. The Seller may choose, in its sole discretion: (1) the manner of financing the Project and (2)(a) the person or persons providing extensions of credit to the Seller in connection with, or any debt or lease financing providing funds to the Seller for the development, design, construction and operation of the Project, and (b) any person or persons providing extensions of credit in connection with, or providing any funds for, any refinancing or take-out of any such extensions of credit or debt financing.

8.2 Any agreement with a Financing Party may provide for the Financing Party or it's designate to act in lieu of or replace the Seller and the Financing Party may acquire the rights of the Seller under this PPA applicable to Financing Party remedies in the event of Seller's default under such Financing Party Agreement.

8.3 The Utility agrees to fully cooperate with and facilitate the Seller in its efforts to procure the necessary financing for the Project, and will provide all necessary documentation and assurances of performance under the terms of this PPA, if requested by the potential Financing Party.

9. **Entire Agreement**

9.1 This PPA and the Attachments hereto contain the entire agreement between the parties on the subject matter and supersedes any prior oral or written agreements concerning the subject matter contained herein. There are no representations, agreements, arrangements or understandings, oral or written, between or among the parties hereto relating to the subject matter contained in this PPA, which are not fully expressed herein.

10. **Notices**

10.1 Any notice required or permitted under this PPA to either party shall be deemed to have been duly given if in writing and mailed first class registered or certified mail, postage paid, and addressed (when intended for the Seller) as set forth in the signature block below or (when intended for the Utility) as set forth in the signature block below.

11. **Force Majeure**

11.1 Should the performance of the obligations of either party under this PPA be prevented or delayed by an act of God, war, civil insurrection, fire, flood, storm, strikes, lockout, or by any new law, regulation, or order of any Federal, State, County, or Municipal Authority, or by any other cause beyond the control of the party to be excused, that party's performance under this PPA, to the extent it is prevented or delayed, shall be excused.

12. **Partial Invalidity**

12.1 If any part of this PPA shall be determined by competent authorities to be invalid, the remainder hereof shall be construed as if the invalid portion had been omitted.

13. **Number and Gender**

13.1 As used in this PPA, the masculine, feminine, or neuter gender and the singular or plural numbers shall each be deemed to include the other whenever the context so indicates.

14. Non-Waiver, Good Faith

14.1 The Parties agree that no failure to exercise and no delay in exercising, any right, power, or privilege hereunder on the part of either party shall operate as a waiver of any further right, partial exercise of any right, power, or privilege hereunder.

14.2 The parties agree to deal with each other in good faith under this PPA.

15. **Assignment**

15.1 Other than as provided for in Section 2.3 this PPA may not be assigned by either party without the express written consent of the other party, which consent will not be unreasonably withheld or delayed.

16. Succession

16.1 Subject to the restrictions against assignment as herein contained, this PPA shall inure to the benefit of and shall be binding on the assigns, successors in interest, personal representatives, estates, legatees, of each of the parties hereto.

17. Counterparts

17.1 For the convenience of the parties hereto, this PPA may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

18. Amendments

18.1 It is further agreed that no waiver or modification of this PPA or any provisions hereunder shall be valid unless in writing and duly executed by all parties to this PPA.

AGREED AND ACCEPTED:

(Name of successful Seller)	American Samoa Power Authority
Signed by: _____	Signed by: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBITS

Exhibit 1: ASPA Feeder Map

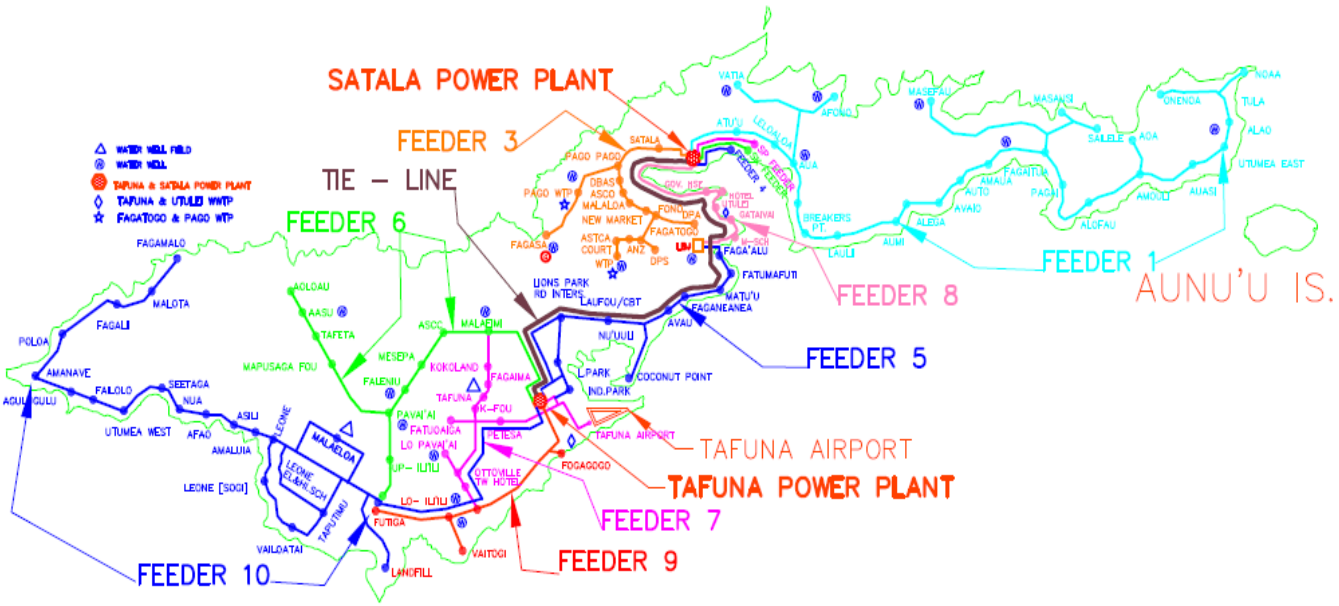


Exhibit 2: SCS Study

An electronic copy will be emailed to Offerors.

Exhibit 3: Solid Waste Landfill Data

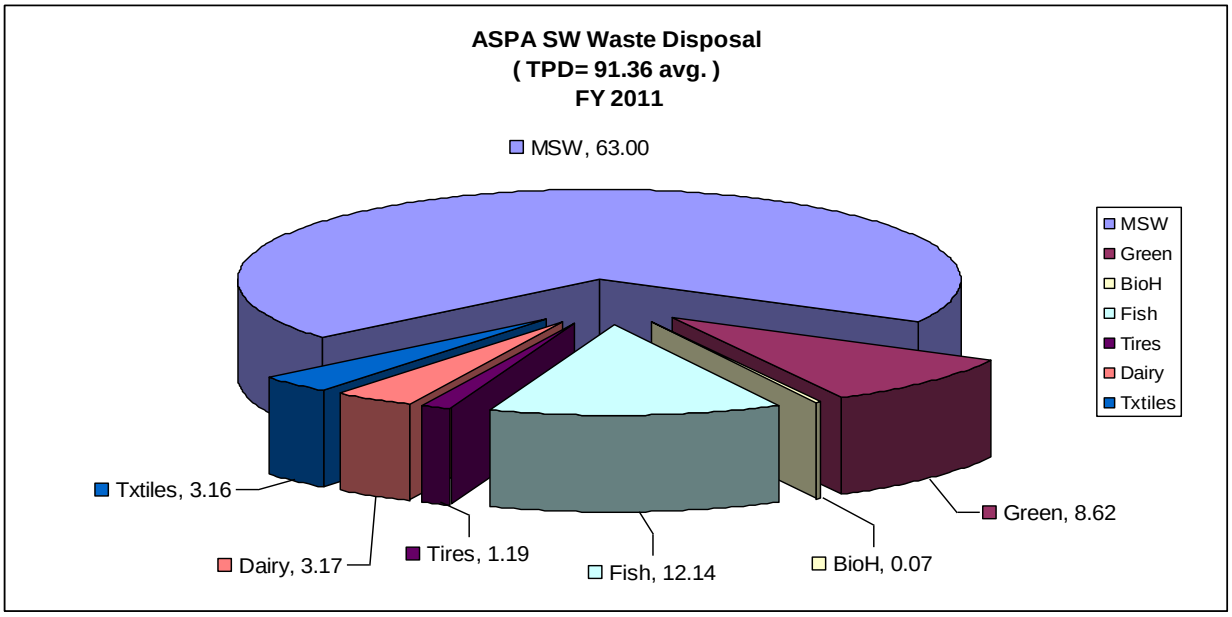


Exhibit 4: Waste Water Sludge Data

ASPA currently operates two primary wastewater treatment plants, Tafuna wastewater treatment plant (WWTP) and Utulei WWTP. Sludge is removed from the Utulei WWTP and delivered to the Tafuna WWTP to be dried and stored on-site.

Year 2016 Biosolids Generated (Estimated)

Year	Type	Tafuna Biosolids Generated	Utulei Biosolids Generated
2016	Sludge (gallons)	416,240.00	120,500.00
	Dry Solids (metric tons)	246.00	170.00
2017	Sludge (gallons)		
	Dry Solids (metric tons)	167.00	170.00

Exhibit 5: Waste Disposal Tonnage

	FY2011	FY2012	FY2013	FY2014	FY2015	FY2016	FY2017	FY2018	Total
total tons/FY:	21,174	21,261	23,069	27,736	29,100	31,682	30,704	31,750	216,476
monthly avg.:	1,765	1,772	1,922	2,311	2,425	2,640	2,559	2,646	2,255
daily avg.:	58.01	58.25	63.20	75.99	79.73	86.80	84.12	86.99	74.14

WASTE DISPOSED AT LANDFILL													
Weight (Tons) FY2015													
	1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			
Customer	OCT'14	NOV'14	DEC'14	JAN'15	FEB'15	MAR'15	APR'15	MAY'15	JUN'15	JUL'15	AUG'15	SEP'15	
ASPA	40	120	174	87	246	240	81	192	230	140	166	644	2,360
ASG- Other	23	9	31	8	171	8	13	3	4	189	83	33	575
Residential	35	42	47	33	35	24	22	112	27	83	65	21	546
Commercial	127	194	142	104	51	80	95	103	40	45	38	131	1,150
Star Kist	480	314	352	309	265	367	334	414	373	365	556	525	4,654
Samoa Tuna Process	0	0	0	0	18	0	0	210	94	92	77	101	592
Hospital Waste	0	0	0	0	0	0	2	0	4	2	5	14	27
T&T	86	98	100	115	87	93	84	96	81	96	98	116	1,150
Paramount	499	565	695	716	627	629	616	715	568	590	590	544	7,354
Tony's Contstruction	862	858	1,022	960	861	905	880	924	892	917	820	791	10,692
Totals:	2,152	2,200	2,563	2,332	2,361	2,346	2,127	2,769	2,313	2,519	2,498	2,920	29,100
												Tons/day	80
												Tons/Month	2,425

Outsource 19,196

WASTE DISPOSED AT LANDFILL														
Weight (Tons) FY2016														
	1st Quarter			2nd Quarter			3rd Quarter			4th Quarter				
Customer	OCT'15	NOV'15	DEC'15	JAN'16	FEB'16	MAR'16	APR'16	MAY'16	JUN'16	JUL'16	AUG'16	SEP'16		
ASPA	91	47	134	70	99	80	55	285	109	72	95.11	73	1,210	
ASG- Other	8	10	15	3	49	75	32	13	13	14	7	50	289	
Residential	20	31	34	6.74	10	12	10	59	44	15	65	13	320	
Commercial	49	51	53	53	126.59	80	33	63	45	39.69	37.84	25	656	
Star Kist	335	371	434	305.77	181.36	134	132	184	71	35	39	48.19	2,271	
Samoa Tuna Process	145	309	228	290	378	443	445	378	362	419	575	490	4,462	
Hospital Waste	9	7	8	159	240	179	474	829	402	438	307	188	3,240	
T&T	100	119	114	629	565	679	694	678	586	570.97	602.39	607	5,945	Outsource
Paramount	599	644	679	833.69	791	878	913	945	850	763.62	851	854	9,602	19,234
Tony's Contstruction	861	843	1,037	94.46	94.15	106	129	115	90	87.14	115.05	116.21	3,687	
Totals:	**2,217**	**2,432**	**2,736**	**2,445**	**2,534**	**2,666**	**2,917**	**3,549**	**2,572**	**2,454**	**2,694**	**2,464**	31,682	
												Tons/day	87	
												Tons/Month	2,640	

WASTE DISPOSED AT LANDFILL														
Weight (Tons) FY2017														
	1st Quarter			2nd Quarter			3rd Quarter			4th Quarter				
Customer	OCT'16	NOV'16	DEC'16	JAN'17	FEB'17	MAR'17	APR'17	MAY'17	JUN'17	JUL'17	AUG'17	SEP'17		
ASPA	90	222	61	93	155	55	57	95	110	86	71	86	1,181	
ASG- Other	33	20	2	5	37	48	35	12	64	77	74	128	535	
Residential	39	37	87	38	33	19	17	16	40	32	40	37	435	
Commercial	49	34	50	53	25	38	36	51	76	41	44	199	696	
Star Kist	566	548	411	455	568	678	455	367	613	483	447	570	6,161	
Samoa Tuna Process	403	270	337	140	30	56	48	77	22	116	5	22	1,526	
Hospital Waste	13	10	10	11	11	12	11	2	0	0	0	0	80	
T&T	95	106	116	101	122	112	83	78	97	82	87	76	1,155	Outsource
Paramount	597	684	649	674	642	683	668	550	658	641	718	563	7,727	20,091
Tony's Contstruction	826	908	778	926	811	885	983	818	1081	1,128	1136	930	11,210	
Totals:	**2,711**	**2,839**	**2,501**	**2,496**	**2,434**	**2,586**	**2,393**	**2,064**	**2,761**	**2,686**	**2,622**	**2,611**	30,704	
												Tons/day	84	
												Tons/Month	2,559	

												Tons/Month	2,559	
WASTE DISPOSED AT LANDFILL														
Weight (Tons) FY2018														
	1st Quarter			2nd Quarter			3rd Quarter			4th Quarter				
Customer	OCT'17	NOV'17	DEC'17	JAN'18	FEB'18	MAR'18	APR'18	MAY'18	JUN'18	JUL'18	AUG'18	SEP'18		
ASPA	240	163	117	241	480	316	123	27	68	106	83	66	2,030	
ASG– Other	121	51	35	54	50	194	339	127	22	127	7	14	1,141	
Residential	74	61	33	29	231	78	23	24	34	27	55	68	737	
Commercial	255	62	33	133	22	55	59	37	32	69	41	36	834	
Star Kist	95	100	103	328	639	656	641	712	786	672	677	660	6,069	
Samoa Tuna Process	0	8	10	4	0	0	0	0	0	8	0	0	30	
Hospital Waste	0	0	9	17	10	12	13	12	4	2	2	0.43	81	
T&T	95	100	103	115	96	87	72	140	54	88	100	76	1,126	
Paramount	741	687	718	664	639	691	745	666	702	734	656	791	8,434	20,828
Tony's Contstruction	1028	1246	1182	1088	899	750	821	966	841	886	820	741	11,268	
Totals:	**2,649**	**2,478**	**2,343**	**2,673**	**3,066**	**2,839**	**2,836**	**2,711**	**2,543**	**2,719**	**2,441**	**2,452**	31,750	
												Tons/day	87	
												Tons/Month	2,646	

Exhibit 6: WTE Potential Site

ASPA Identified Site is within close proximity to ASPA's Landfill (Refer to Figure 2) and the Tie Line (Refer to Figure 3).

Figure 1: 3 acre land under ASPA lease

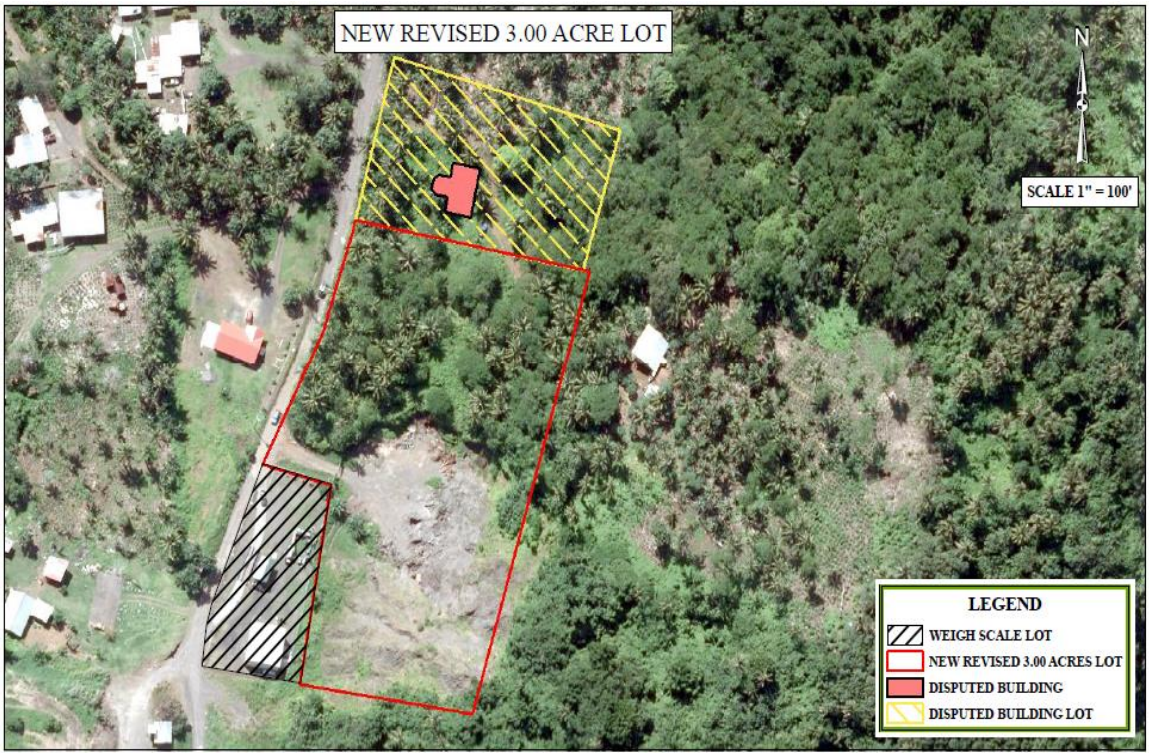


Figure 2

Figure 3


ASPA TIE LINE
ASPA Landfill
and Proposed
Site