



**IFB-004-T-2026**

## **VIRGIN ISLANDS WASTE MANAGEMENT AUTHORITY**

The Virgin Islands Waste Management Authority is hereby soliciting proposals for **IFB-004-T-2026 for Hydraulic Excavator Equipment Acquisition (Territory-Wide)**.

Interested parties and prospective respondents may request the complete IFB Package for their review from the Authority by submitting a request confirmation email with contact information for the respective company to [mvante@viwma.org](mailto:mvante@viwma.org). All questions pertaining to the scope of services to be rendered should be directed to Michael Vante, Director of Procurement & Property, on or before **Wednesday, June 3<sup>rd</sup>, 2026**. Responses to questions will be forwarded in the form of an Addendum to those parties who have confirmed interest by formally requesting the bid package.

Virgin Islands Waste Management Authority  
Procurement and Property Division  
7410 Estate Bovoni, Bay 2  
St. Thomas, VI 00802  
Tel: (340) 715-9170  
[mvante@viwma.org](mailto:mvante@viwma.org)

**Responses will be submitted electronically in PDF format bearing the respective IFB Number: IFB-004-T-2026 to [mvante@viwma.org](mailto:mvante@viwma.org) on or before Wednesday, July 1<sup>st</sup>, 2026, at 12:00 P.M. Atlantic Standard Time.**

The Virgin Islands Waste Management Authority reserves the right to waive any non-substantive informalities, technicalities, or irregularities, or reject any or all qualifications and proposals/bids; or to re-advertise for proposals/bids, and to award or refrain from awarding the contract for the work.

***Hannibal "Mike" Ware***  
***Executive Director***

***It's Our Home! Let's Keep It Clean!***

7410 Estate Bovoni, Bay 2  
St. Thomas, VI 00802  
PH: 340.715.9100

6196 Estate Glynn  
Kingshill, V.I. 00850  
PH: 340.712.4962

6506 Estate Susannaberg  
St. John, VI 00830  
PH: 340.715.9147

# **VIRGIN ISLANDS WASTE MANAGEMENT AUTHORITY INVITATION FOR BIDS**

DATE: **May 11<sup>th</sup>, 2026**

IFB NUMBER: **IFB-004-T-2026**

PROJECT NAME: **Hydraulic Excavator Equipment Acquisition (Territory-Wide)**

Bids, for the work described herein will be received electronically in PDF format to [sdavid@viwma.org](mailto:sdavid@viwma.org) and [mvante@viwma.org](mailto:mvante@viwma.org) on or before **Wednesday, July 1<sup>st</sup>, 2026 at 12:00 P.M. Atlantic Standard Time.** Any bid received after the time and date specified shall not be considered.

All questions pertaining to the scope of services to be rendered should be directed to Michael Vante, Director of Procurement & Property, at [mvante@viwma.org](mailto:mvante@viwma.org) on or before **Wednesday, June 3<sup>rd</sup>, 2026 at 5:00PM AST.** Responses to questions will be forwarded in the form of an Addendum to those parties who have confirmed interest.

All documents contained in the Contract Document book are made a part of this Invitation and by this reference incorporated herein as fully and effectively as if set forth in detail. The bidder's attention is directed to the fact that all applicable municipal ordinances, and the rules and regulations of all authority having jurisdiction over construction of the project shall apply to Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

## **1.0 PROJECT SUMMARY**

The Virgin Islands Waste Management Authority (“VIWMA”) is soliciting sealed bids from qualified and licensed Vendors (“Respondents”) to supply hydraulic excavators for both the St. Thomas/St. John and St Croix Districts, United States Virgin Islands. Interested Vendors that respond to this IFB (“Respondents”) shall have the qualifications, experience and ability to supply equipment and materials related to the wastewater industry.

## **2.0 BACKGROUND**

The Virgin Islands Waste Management Authority (VIWMA) operates the Anguilla Landfill on St. Croix and the Bovoni Landfill on St. Thomas, which receive significant volumes of organic material. Green waste represents the largest waste stream entering USVI landfills and transfer stations, with notable spikes during storms and hurricanes. Mulching through the use of hydraulic excavators provides a sustainable solution for managing overgrown or unwanted vegetation. This process is intended to:

- Reduce the volume of green waste entering landfills.
- Conserve landfill airspace, especially given the large annual volumes and surges during natural disasters.

## **3.0 SCOPE OF WORK**

VIWMA plans to develop and implement a comprehensive green waste management and disposal program. The program’s objectives include streamlining green waste handling, storage, and disposal procedures to improve efficiency and increase diversion rates across the Territory.

To support this initiative, VIWMA will acquire specialty equipment for mulching operations:

- Hydraulic Excavators: Versatile, fuel-efficient machines ideal for truck loading and handling green waste. These excavators will grab green waste and feed it into a horizontal grinder.

The acquisition of this equipment will significantly enhance VIWMA's green waste management capabilities by:

- Diverting green waste from the Anguilla Landfill and Bovoni Landfill.
- Increasing landfill space and extending landfill lifespan.

The procurement scope includes:

- Purchase of Equipment: Two Hydraulic Excavators.
- Shipping: Delivery to Anguilla Landfill on St. Croix and Bovoni Landfill on St. Thomas, US Virgin Islands.
- Installation and Training: At Anguilla Landfill (St. Croix) and Bovoni Landfill (St. Thomas).
- Maintenance: Service Agreement and Maintenance Plan (Rates for Maintenance – As Needed Basis)

Technical specifications for each piece of equipment are provided in a separate attachment.

The contract scope shall include purchasing of equipment, and all the shipping logistics required to ship the equipment to the US Virgin Islands. The vendor or contractor shall provide:

- Cost for items noted in the attached Bid Schedule
- The equipment specifications in the attached specification sheet until the title of "Vendor"
- Pictures, brochures or drawings of the equipment

The equipment list is as follows (see attached specifications):

Description	Size/ Qty	Landfill
Hydraulic Excavator	1	Anguilla Landfill, St. Croix USVI
Hydraulic Excavator	1	Bovoni Landfill, St. Thomas

Notes:

1. The contractor or vendor shall provide the cost for each item noted on the bid schedule.
2. The contractor or vendor shall provide the shipping cost for the equipment being shipped to the Anguilla Landfill on St. Croix, US Virgin Islands and provide that cost on the bid schedule.
3. The contractor or vendor shall provide the shipping cost for the equipment being shipped to the Bovoni Landfill St. Thomas, US Virgin Islands and provide that cost on the bid schedule

4. The contractor or vendor shall coordinate the shipping logistics required to have the equipment shipped to the Anguilla & Bovoni Landfills on St. Croix & St. Thomas, US Virgin Islands.

5. The contractor or vendor shall provide:

- a) A manufacturing schedule of the equipment
- b) A delivery schedule for the equipment to the St. Croix and St. Thomas, USVI
- c) Specifications of the equipment
- d) Drawings of the equipment (if applicable)
- e) Operating procedures of the equipment
- f) Recommended spare parts list of the equipment
- g) Operator training for the equipment
- h) All applicable warranties for the equipment

6. The contractor or vendor shall provide adequate packing to minimize any damages to the equipment.

7. The contractor or vendor shall ensure proper operation of equipment (this includes all the necessary tools and hardware).

#### **4.0 QUALIFICATIONS**

The selected Respondent must be able to adequately demonstrate their experience in their bid submittal.

##### **A. Required Minimum Qualifications of Respondent**

The following subsections are required minimum qualifications.

1. Respondents shall attach its license to do business or copy of its application for a license. Respondents should give a brief description of their company including brief history, corporate or organization structure, number of years in business. If the Respondent is partnering or subcontracting with any other entity, provide the information described above for each such entity.
2. The Respondent should also be registered with a valid System for Award Management (SAM) number.
3. Respondents that are corporations, partnerships, or any other legal entity, domestic or foreign, shall be properly registered to do business in the area in which they are incorporated at the time of the submission of their responses to this IFB. Such respondents shall attach a Business License (relevant to the SOW) and a Certificate of Good Standing from their respective jurisdictions to their bid submissions.
4. Respondent can comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
5. Respondent has a satisfactory performance record.

6. Respondent has a satisfactory record of integrity and business ethics.
7. Respondent has the necessary organization, experience, operational controls, and other necessary technical skills, or the ability to obtain them.
8. Respondent has established prior experience in successfully performing the scope of services requested.
9. Respondent and its employees hold and maintain any and all territorial, federal, state, and local licenses or certifications as required to perform the services requested.
10. Respondent is otherwise qualified and eligible to receive an award under applicable laws and regulations.
11. Respondent can comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
12. Respondent has adequate staffing to fulfill the required services throughout the entire contract term.
13. Respondent must not be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any federal or local programs in the Territory or any Federal department or agency.

## **5.0 PRICE AND PAYMENT**

Respondents must submit **Enclosure Document (F)** Bid Sheet for costs associated with all required specifications outlined within the IFB. Respondents should also submit a payment schedule in conjunction with Enclosure Document F & G outlining proposed progress payments based on the manufacturing and equipment delivery schedules.

The contract or purchase order will be funded, in whole or in part, by federal funds. Therefore, funding and payment of the contract will be based on requirements and availability of the federal funding sources utilized by VIWMA. The prime Contractor is responsible to submit all required documentation for payment to VIWMA. The contract requires compliance with federal terms and conditions for federal grants such as CFR200 (**Attachment A**).

Please note, the information requested in the cost sheet may not necessarily reflect what the structure of the final contract or purchase order will be.

## **6.0 NOTICE OF FEDERAL GUIDELINES**

Because the contract is being funded with federal funds, the contract shall be governed by certain federal terms and conditions for federal grants, including 2 CFR 200 and other applicable OMB circulars. Respondent shall provide a description of experience with such grant requirements and affirmatively represent and certify that the respondent shall adhere to any requirements of applicable federal requirements. In addition, this IFB is intended to be conducted in accordance to 2 CFR 200 and the resulting contract will contain the required contract provisions. The successful contractor will be required to abide by the federal rules and regulations which govern this construction project.

## 7.0 CONFLICT OF INTEREST

A respondent submitting a bid hereby certifies that no officer, agent or employee of VIWMA has a pecuniary interest in this bid or has participated in contract negotiations on behalf of the WMA; that the bid is made in good faith without fraud, collusion, or connection of any kind with any other Bidder for the same request for proposals; the Bidder is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.

## 8.0 LIQUIDATED DAMAGES

It shall be agreed by and between the parties that liquidated damages will be assessed in the amount of Five Hundred Dollars (\$500.00) per day as a result of delays, or failure to complete the service within the specified period of time. Liquidated damages will not be assessed during any delay in performance of the services caused by acts of God, the public enemy, fire, floods, epidemics, quarantine restrictions, supplier's or vendors strikes, freight embargoes, or other cause beyond the Contractor's reasonable control. The Contractor shall make every reasonable effort to mitigate the effects of said causes. The selected Contractor shall not be assessed with liquidated damages for delay in performance of the services caused by failure of the Authority to provide or perform those items of work required of the Authority under the contract. The Contractor shall have no claim for any additional compensation for any such delay.

## 9.0 REQUIRED DOCUMENTS

Respondent shall be required to submit the following documents:

- A. Corporate Documents** – The successful respondent will be required to provide a copy of their Corporate Documents.
  - a. Provide a copy of Corporate Documents
    - i. Corporation
      - 1. Copy of Articles of Incorporation & Bylaws
    - ii. Limited Liability Company
      - 1. Copy of Articles of Organization
      - 2. Copy of Operating Agreement
    - iii. Sole Proprietorship
      - 1. Copy of Trade Name Certificate
  
- B. Business License**- The successful respondent will be required to provide a copy of their Business License. An award will not be made to any firm or individual doing business in the Virgin Islands to perform work with the Authority until evidence is submitted that said firm or individual has a valid V.I. Business License to do business in the Virgin Islands. Firms or individuals operating outside of the Virgin Islands must submit evidence of a valid Business License from their operating location.
  
- C. Letter of Good Standing if Corporation or Certificate of Existence if Limited Liability Company (LLC)** - The successful respondent will be required to provide a copy of their Letter of Good Standing or Certificate of Existence. A copy of the receipt that demonstrates evidence of filing the company's Annual Report on June 30th of the current Year from the Office of Lieutenant Governor (or their operating jurisdiction) will be acceptable as well.

- D. Social Security Number (SSN) or Employer Identification Number (EIN)** - The successful respondent will be required to provide an official copy of their SSN or EIN.
- E. Liability Insurance** – The successful respondent will be required to obtain and have in place Liability Insurance in an amount no less than One Million (1,000,000.00) Dollars. The Insurance policy shall name the WMA as an “Additional Insured”. The successful respondent must provide a copy of the Liability Insurance.
- F. Workers' Compensation Insurance** – The successful respondent will be required to obtain and have in place Workers' Compensation Insurance coverage.
- G. CAGE Number**– The successful respondent will be required to submit a Valid CAGE Number that is actively registered on SAM.GOV <https://www.sam.gov/SAM/pages/public/index.jsf>

**10.0 CONTRACTOR’S RESPONSIBILITIES**

- Bear all cost related to the preparation and submission of the bid package in response to this IFB solicitation.
- Provide a completed “Base Bid Sheet” with a price guaranteed for 90 days and provide the documentation as specified in this IFB solicitation.
- Pay all taxes and fees as required by the local and federal statutes.
- Obtain and provide a copy of current Liability Insurance to cover any claims and damages occasioned by executing the Scope of Work.
- Provide acceptable workmanship, according to “Industry Standards” in each Trade or Scope of Work.
- Provide written proof of equipment lead time from manufacturer to justify timeframe for equipment acquisition.
- Remedy and repair any defects in materials or workmanship, without expense to WMA, no later than thirty (30) days after receipt of a written notice of a defect and provide a warranty on such repairs.
- Transfer all manufacturer warranties for all equipment acquisitions to VIWMA.

**11.0 VIWMA’s RESPONSIBILITIES**

- The Equipment Specifications shall be provided by WMA.
- Acceptance of equipment at Anguilla & Bovoni Landfills.

**12.0 INVITATION FOR BID SCHEDULE**

The following dates are proposed by the VIWMA Procurement Division. The deadlines associated with this IFB are further outlined below:

<b>IFB SCHEDULE</b>	<b>DATES</b>	<b>TIMES</b>
IFB Advertisement Date	Monday, May 11 <sup>th</sup> , 2026	
Final Date to submit written questions	Wednesday, June 3 <sup>rd</sup> , 2026	5:00 PM
IFB Submittal Deadline	Wednesday, July 1 <sup>st</sup> , 2026	12:00 PM

*The VIWMA reserves the right to change the IFB Schedule by issuing an Addendum at any time.*

### **13.0 ISSUING AND PROCURING OFFICE**

This IFB is being issued for the VIWMA. All general correspondence and inquiries about the IFB should be submitted via email and sent to:

Michael Vante, Director, Procurement & Property  
Virgin Islands Waste Management Authority  
7410 Estate Bovoni, Bay 2  
St. Thomas, VI 00802  
Phone (340) 715-9191 Fax (340) 715-9179  
Email: [mvante@viwma.org](mailto:mvante@viwma.org)  
Mark subject line for email "IFB-004-T-2026"  
Hydraulic Excavator Equipment Acquisition (Territory-Wide)

From the issue date of this IFB until a determination is made regarding the selection of a Respondent, refer all contacts concerning this RFP to Michael Vante, Director of Procurement & Property at [mvante@viwma.org](mailto:mvante@viwma.org). Any violation of this condition is cause for the VIWMA to reject a Respondent's package. The VIWMA will NOT be responsible for any oral information given by any employees.

Failure to ask questions, request changes or submit objections shall constitute the acceptance of all terms, conditions and requirements in this IFB. The issuance of a written addendum by the VIWMA is the only official method by which interpretation, clarification or additional information can be given. If the VIWMA amends this IFB, they will email the addenda to all potential Respondents. The WMA will **not** be held responsible if any potential respondent does not check the website on a regular basis for all addenda. It is the responsibility of the potential respondents to update all contact information, contact the Procurement/Contract Officer to ensure that they receive all addenda prior to the submittal of the bid package, and/or check VIWMA's website for updates. The bid package will be considered non-responsive if all modifications are not incorporated.

### **15.0 FORMAT OF BID PACKAGE**

To be considered for award, the bid package shall meet the following requirements. Failure to meet the requirements as outlined will disqualify the respondent.

**A. IFB Cover Letter - Complete Enclosure Document A.**

**B. Commitment Statement Letter** – The Commitment Statement letter should be on the company's letterhead with contact information and must be signed by an officer of the organization that is authorized to bind the company contractually to all of the commitments made in its submittal. The letter shall also include a statement of understanding of the work to be done and to certify that the company shall adhere to the all the terms and conditions governing the contract. It shall state that the firm will be solely responsible for all aspects of the engagement including any portion that may be performed by its subcontractors, if any. It should make a positive commitment to perform the work required as specified to industry standards of workmanship and in a professional manner. It should also state that the bid package will remain in effect for a period of 90 days from the submission deadline and thereafter, until the firm withdraws it, or a contract is approved and executed, or the procurement is canceled, whichever occurs first. Respondent shall also confirm that the firm has not engaged in any unethical practices within the past five (5) years.

**C. Non-Collusive Affidavit** – Complete **Enclosure Document B**. The form must be notarized.

**D. Debarment Certification Form** – Complete **Enclosure Document C**. The form must be notarized.

**E. Contract Document Checklist Form** – Complete **Enclosure Document D** and submit your current **Business License**. For this section, Respondent must provide evidence that the company is licensed to provide the requested equipment. The Business License must be relevant to the Scope of Work for this solicitation.

**F. Contractor’s Qualifications Statement Form** – Complete **Enclosure Document E**. For the Reference Section of the form, you must provide three (3) reference letters for the most recent, relevant work comparable to the scope requested in this IFB whom would be willing to discuss your company’s competency and performance. If you currently have more than three (3) references, a client listing with contact information should be provided as well.

**G. Bid Sheet** – Complete **Enclosure Document F**. All bid pricing must be valid for 90 days from the submission deadline and thereafter until the company withdraws it, a purchase order is approved and executed, or the procurement is canceled, whichever occurs first.

Each respondent must adhere to the requirements of this section relative to the bid package content and format in order to simplify the review process and facilitate the maximum degree of comparison. Respondents should ensure that their bid package closely follows the sequence and organizational outline described in this section.

**H. Other Required Documents** – Respondents must submit all required documentation outlined within the Scope of Work Notes, Equipment Specifications and Procurement Requirements.

## **16.0 DELIVERY OF BID PACKAGES**

All responses to this IFB are to be submitted, via electronic .pdf , no later than **12:00 p.m. AST on Wednesday, July 1<sup>st</sup>, 2026**. This acquisition and installation of all equipment is expected to be completed in about seven (7) months or less. Submittals must be made via email and contain a single pdf document submission including technical specifications and a detailed pricing submittal (cost proposal). All bid pricing must be valid for 90 days. VIWMA will **not** consider e-mail submission of a bid received after the bid due date.

Bid Packages must be submitted to:

SEALED BIDS – DO NOT OPEN  
**Virgin Islands Waste Management Authority**  
**7410 Estate Bovoni, Bay 2**  
**St. Thomas, VI 00802**

**Attention:**  
**Michael Vante, Director**  
**Procurement Division**  
**IFB-004-T-2026**  
**Hydraulic Excavator Equipment Acquisition (Territory Wide)**

The email must be clearly marked. Failure to clearly mark each email submission with this information may cause the VIWMA to inadvertently open the bid package before official closing date and time. The

WMA will log all received bid packages with the date and time of receipt. Bids received after the official deadline will be considered **LATE** and will **not** be opened or considered.

## **17.0 SELECTION PROCESS**

The WMA's Evaluation Committee Panel is responsible for evaluating all respondents' submittals. The Evaluation Committee Panel will consider the following criteria:

- Contractor is duly organized, validly existing, qualified and licensed to conduct business.
- Experience, including references, in providing the types of services detailed herein.
- Understanding of the services requested (including completeness and clarity of submissions), and qualitative nature of the equipment requested
- Ability to provide services in a timely manner
- **Lowest reasonable price and responsive bid package.**

## **18.0 RIGHT TO REJECT BID PACKAGES**

The WMA reserves the right to reject, without prejudice, any and all bids submitted in response to this solicitation. Further, bids submitted in response to this solicitation become the property of the WMA and the WMA may use any idea or concept in a submitted bid, regardless of whether that bid is selected for award.

## **19.0 ENCLOSURES & APPENDICES**

Enclosure Document A- IFB Cover Letter

Enclosure Document B- Non-Collusive Affidavit

Enclosure Document C- Debarment Certification Form

Enclosure Document D- Contract Document Checklist Form

Enclosure Document E- Contractor's Qualification Statement Form

Enclosure Document F- Bid Sheet

Enclosure Document G- Specifications Sheet

Appendix A: 2 CFR 200

**ENCLOSURE DOCUMENT A**

**VIRGIN ISLANDS WASTE MANAGEMENT AUTHORITY  
IFB COVER LETTER**

**RESPONDENT**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Tax Identification Number: \_\_\_\_\_

**RESPONDENT'S CONTACT PERSON**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email Address: \_\_\_\_\_

**INVITATION FOR BIDS INFORMATION**

IFB Number: \_\_\_\_\_  
IFB Project Name: \_\_\_\_\_

**SCHEDULE OF ADDENDA**(I) or (We) acknowledge receipt of the Addenda to the IFB Package hereinafter named, for the project(s) included in this IFB and declare that (I) or (We) accept these Addenda and that every change is included in this proposal.

Addendum Number _____	Date _____
Addendum Number _____	Date _____
Addendum Number _____	Date _____
Addendum Number _____	Date _____
Addendum Number _____	Date _____

**RESPONDENT'S AUTHORIZED REPRESENTATIVE**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**ENCLOSURE DOCUMENT B**

**VIRGIN ISLANDS WASTE MANAGEMENT AUTHORITY  
Non-Collusion Affidavit**

\_\_\_\_\_, being first duly sworn, deposes and says that (1) he/she is [owner, partner, officer, representative, or agent] of: \_\_\_\_\_, the bidder that has submitted the attached bid;

(2) He/She is duly informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham bid

(4) Neither the said bidder nor any of its officers, partners, owners, agents, representative, ex-employee or parties in interest, including the affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against The Virgin Islands Waste Management Authority or any person interested in the proposed contract, and

(5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Name of Respondent, Name of Corporation, LLC, or Sole Proprietor)

Subscribed and sworn to before me on/in the Island/State of \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_ 2026, by \_\_\_\_\_ of legal age, \_\_\_\_\_ and personally known to me.

(Trade or Corporation)

(Seal)

\_\_\_\_\_  
Notary Public

**ENCLOSURE DOCUMENT C**  
**VIRGIN ISLANDS WASTE MANAGEMENT AUTHORITY**

**DEBARMENT CERTIFICATION FORM**

**Certification Regarding Debarment, Suspension and  
Ineligibility**

(1) The Respondent certifies, by submission of this solicitation, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any federal or local programs in the Territory or any Federal department or agency.

(2) Signing this Certification without disclosing all pertinent information about a debarment or suspension shall result in rejection of the offer or cancellation of a contract. The VIWMA may also exercise any other remedy available by law.

(3) Where the Respondent is unable to certify any of the statements in this certification, such Respondent shall attach an explanation to this solicitation.

Name of Authorized Representative: \_\_\_\_\_

Title of Authorized Representative: \_\_\_\_\_

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

Subscribed and sworn to before me on/in the Island/State of \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_ of legal age, \_\_\_\_\_ and personally, known to me.  
(Trade or Corporation)

(SEAL)

\_\_\_\_\_  
Notary Public

**ENCLOSURE DOCUMENT D**  
**VIRGIN ISLANDS WASTE MANAGEMENT AUTHORITY**  
**RESPONDENT QUALIFICATIONS STATEMENT**

Name of License Holder: \_\_\_\_\_  
Name of Company/DBA (if any): \_\_\_\_\_  
Legal Status (check one): Corporation LLC Sole Proprietorship Partnership  
Business Location (Office): \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email: \_\_\_\_\_  
Website address (if any): \_\_\_\_\_

Do you have a current USVI Business License? Yes No  
Number of Years licensed to conduct business in the USVI: \_\_\_\_\_  
Type of License(s): \_\_\_\_\_  
Number of Design/Builds completed in the last 5 Years \_\_\_\_\_, Average value of these  
Contracts \$: \_\_\_\_\_  
Do you have a plan to use Subcontractors? Yes No If yes, company:  
\_\_\_\_\_

Have you ever failed to complete a project, been fired, sued by one of your clients and/or found  
in default of contract terms? Yes No

If yes, explain on another sheet if a Performance Bond or other means were used to resolve the  
issue and the circumstances and the outcome.

Are there or have there been any Claims, Arbitration, Judgments or Liens against you?  
Yes No

If yes, explain on another sheet the circumstances and outcome.

List three non-VIWMA references that can be contacted for their input concerning your  
abilities:

- 1) Client Name: \_\_\_\_\_ Contact Number: \_\_\_\_\_  
2) Client Name: \_\_\_\_\_ Contact Number: \_\_\_\_\_  
3) Client Name: \_\_\_\_\_ Contact Number: \_\_\_\_\_

List your current Projects under Contract (Project Title or Clients Name), Value (Contract Value)  
and Percentage of Completion:

- 1) Client Name: \_\_\_\_\_ Value: \_\_\_\_\_ % \_\_\_\_\_  
2) Client Name: \_\_\_\_\_ Value: \_\_\_\_\_ % \_\_\_\_\_  
3) Client Name: \_\_\_\_\_ Value: \_\_\_\_\_ % \_\_\_\_\_

*(If you have more contracts, please list on separate sheet)*

Respondent shall certify that the above information is true and shall grant permission to VIWMA  
to contact the above-named person or otherwise verify the information.

**ENCLOSURE DOCUMENT E**  
**VIRGIN ISLANDS WASTE MANAGEMENT AUTHORITY**  
**CONTRACT DOCUMENT CHECKLIST**

Name of Business: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

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

EIN Number: \_\_\_\_\_

CAGE Number: \_\_\_\_\_

- |  |                 |               |
|--|-----------------|---------------|
| <input type="checkbox"/> Current USVI Business License                       | Expiration Date | ___/___/20___ |
| <input type="checkbox"/> Government Insurance Coverage/Workman's Comp.       | Expiration Date | ___/___/20___ |
| <input type="checkbox"/> Insurance   |                 |               |
| <input type="checkbox"/> Certificate of General Liability & Endorsement      | Expiration Date | ___/___/20___ |
| <input type="checkbox"/> Proof of Automobile Insurance                       | Expiration Date | ___/___/20___ |
| <input type="checkbox"/> Certificate of Professional Liability & Endorsement | Expiration Date | ___/___/20___ |
| <input type="checkbox"/> Errors & Omissions Insurance                        | Expiration Date | ___/___/20___ |
| <input type="checkbox"/> Malpractice Insurance                               | Expiration Date | ___/___/20___ |

The Insurance Policy shall name the VIWMA as a Certificate Holder and an Additional Insured via an endorsement as followed:

**Virgin Island Waste Management Authority**  
**7410 Estate Bovoni, Bay 2**  
**St. Thomas, USVI 00802**

Business Formation Documents

*For all business entities, please submit a Trade Name Certificate (if applicable) in addition to the following:*

- |  |   |
|--|---|
| <input type="checkbox"/> Corporation         | <input type="checkbox"/> Articles of Incorporation & By Laws                            |
|  | <input type="checkbox"/> Certificate of Resolution                                      |
|  | <input type="checkbox"/> Certificate of Authority/ Good Standing                        |
| <input type="checkbox"/> LLC                 | <input type="checkbox"/> Articles of Organization                                       |
|  | <input type="checkbox"/> Certificate of Authority/ Good Standing                        |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Partnership Agreement  |
|  | <input type="checkbox"/> Certificate of Authority/ Good Standing                        |
| <input type="checkbox"/> LP, LLP, LLLP       | <input type="checkbox"/> Certificate of Ltd. Partnership or Statement of Qualifications |
|  | <input type="checkbox"/> Certificate of Authority/ Good Standing                        |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Tradename Certificate  |

**ENCLOSURE DOCUMENT F**  
**VIRGIN ISLANDS WASTE MANAGEMENT AUTHORITY**  
**BASE BID SHEET**

QUANTITY	DESCRIPTION	UNIT	UNIT COST	COST
2	Hydraulic Excavator	EA		
2	Training – Hydraulic Excavator Operation & Safety (St. Thomas & St. Croix)	EA		
1	Shipping – Hydraulic Excavator to Anguilla Landfill on St. Croix, USVI	LS		
1	Shipping – Hydraulic Excavator to Bovoni Landfill on St. Thomas, USVI	LS		
	<b>TOTAL COST</b>			<b>\$</b>

\_\_\_\_\_  
 Name of Company's Certifying Official (Print)

\_\_\_\_\_  
 Signature of Certifying Official

\_\_\_\_\_  
 Name of Company

\_\_\_\_\_  
 Date

**ENCLOSURE DOCUMENT G**  
**VIRGIN ISLANDS WASTE MANAGEMENT AUTHORITY**  
**EQUIPMENT SPECIFICATION SHEET**

Respondents are responsible for identifying the Equipment Specifications for all requested line items below.

Hydraulic Excavator:	VIWMA Specs	Vendor Submission Specs
Quantity	2	
Manufacturer/Model	-----	
<b>Engine</b>		
Horsepower (HP)	146	
Bore (IN)	4	
Stroke (IN)	5	
Displacement (IN <sup>3</sup> )	269	
Emission Tier	4	
<b>Hydraulic System</b>		
Main System-Maximum Flow (Gal/Min)	117	
Maximum Pressure-Equipment (PSI)	5075	
Maximum Pressure-Travel (PSI)	4974	
Maximum Pressure-Swing (PSI)	3625	
<b>Swing Mechanism</b>		
Swing Speed (R/Min)	11.6	
Maximum Swing Torque (LBF/FT)	54900	
<b>Weights</b>		
Operating Weights (LBS)	48500	
<b>Service Refill Capacities</b>		
Fuel Tank Capacity (Gal)	86.6	
Cooling System (Gal)	6.6	
Engine Oil (Gal)	4	
Swing Drive-Each (Gal)	3.2	
Final Drive-Each (Gal)	1.1	
Hydraulic System-Including Tank (Gal)	6.8	
Hydraulic Tank (Gal)	30.4	
DEF Tank (Gal)	10.3	

<b>Dimensions</b>		
<b>Boom (FT-IN)</b>	Reach (18-8)	
<b>Stick (FT-IN)</b>	Reach (9-6)	
<b>Bucket (YD<sup>3</sup>)</b>	1.31	
<b>Hydraulic Thumb</b>	Standard (Yes)	
<b>Shipment Height-Top of Cab (FT)</b>	9.7	
<b>Handrail Height (FT)</b>	9.8	
<b>Shipping Length (FT)</b>	31.3	
<b>Tail Swing Radius (FT)</b>	9.3	
<b>Counterweight Clearance (FT)</b>	3.4	
<b>Ground Clearance (FT)</b>	1.5	
<b>Track Length (FT)</b>	14.7	
<b>Length to Center Rollers (FT)</b>	11.11	
<b>Track Gauge (FT)</b>	7.9	
<b>Transport Width (FT)</b>	10.4	
<b>Working Ranges and Forces</b>		
<b>Maximum Digging Depth (FT)</b>	22	
<b>Boom (FT-IN)</b>	Reach (18-8)	
<b>Stick (FT-IN)</b>	Reach (9-6)	
<b>Bucket (YD<sup>3</sup>)</b>	1.31	
<b>Maximum Reach at Ground Level (FT)</b>	32.3	
<b>Maximum Cutting Height (FT)</b>	31	
<b>Maximum Loading Height (FT)</b>	21.3	
<b>Minimum Loading Height (FT)</b>	7.1	
<b>Maximum Depth To Cut For Level Bottom (FT)</b>	21.6	
<b>Maximum Vertical Wall Digging Depth (FT)</b>	18.7	
<b>Bucket Digging Force (LBF)</b>	28935	
<b>Stick Digging Force (LBF)</b>	22281	
<b>Other</b>		
<b>Service representative within certain distance radius (miles)</b>	500	

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This content is from the eCFR and is authoritative but unofficial.

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## Title 2 – Federal Financial Assistance

### Subtitle A – Office of Management and Budget Guidance for Federal Financial Assistance

#### Chapter II – Office of Management and Budget Guidance

#### Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

**Authority:** 31 U.S.C. 503; 31 U.S.C. 6101-6106; 31 U.S.C. 6307; 31 U.S.C. 7501-7507.

**Source:** 89 FR 30136, Apr. 22, 2024, unless otherwise noted.

#### Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be

prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- (G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- (J) See § 200.323.

(K) See § 200.216.

(L) See § 200.322.

*[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]*