

**Request for Proposals
RFP-001-T-2019**

VIRGIN ISLANDS WASTE MANAGEMENT AUTHORITY

The Virgin Islands Waste Management Authority is hereby soliciting Proposals for Curbside Collection of Solid Waste on St. Thomas, St. John and St. Croix.

RFP-001-C-2019
RFP-001-T-2019
RFP-002-T-2019

House to House Curbside Collection of Solid Waste on St. Croix, VI
House to House Curbside Collection of Solid Waste on St. Thomas, VI
Curbside Collection of Solid Waste on St. John, VI

Prospective submitters may download the entire proposal packages for their review from the Authority's website at www.viwmma.org. Interested parties must submit confirmation with contact information for the respective company to sdavid@viwmma.org or jthomas-blyden@viwmma.org. All questions pertaining to the scope of services to be rendered should be directed to Ms. Sandra David, Director of Procurement and Property and responses to questions will be forwarded in the form of an Addendum to those parties who have confirmed interest.

Virgin Islands Waste Management Authority
Procurement and Property Division
(3200 Demarara)
St. Thomas, VI 00802
Tel: (340) 715-9170
Fax: (340) 715-9179

sdavid@viwmma.org, jthomas-blyden@viwmma.org

Completed proposal packages will be received electronically at sdavid@viwmma.org and jthomas-blyden@viwmma.org on or before Thursday, January 24, 2019 at 2:00 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.

Adrian Taylor
Interim Executive Director

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

VIRGIN ISLANDS
WASTE MANAGEMENT AUTHORITY
Request for Proposal - Negotiation

RFP-001-T-2019

Pursuant to the Procurement Policy and Procedures issued by the Virgin Islands Waste Management Authority, proposals will be received for the work described below electronically to sdavid@viwma.org and jthomas-blyden@viwma.org until **Thursday, January 24, 2019 at 2:00 p.m. Atlantic Standard Time.**

DESCRIPTION OF WORK

The Virgin Islands Waste Management Authority is requesting proposals from qualified firms for the following:

HOUSE TO HOUSE CURBSIDE COLLECITON OF SOLID WASTE ON ST. THOMAS, US VIRGIN ISLANDS

SCOPE OF SERVICES: ATTACHED

NEGOTIATION PROCEDURES:

The Executive Director of the Virgin Islands Waste Management Authority will appoint a Selection Committee to assist in the evaluation and selection of the Contractor or Contractors. Accordingly, current data on qualifications and performance should be submitted with proposals. After reviewing the qualifications and proposals, the Committee will select for discussions from the firm/s or person/s **deemed to be the most highly qualified companies or persons, in terms of experience, equipment and cost of services to provide the services herein required.** Discussions will be conducted successively and severally with the firms or persons so selected regarding the anticipated concepts and the relative utility of alternative methods of approach for furnishing the services required.

FACTORS FOR DISCUSSIONS:

Selection criteria will include (i.) Professional qualifications, registration and general reputation of the principals of the firms; (ii) the extent to which the firms or persons specialized in or has undertaken projects of a type and scope similar to that required; (iii) familiarity with the area in which the services are to be provided; (iv) capability of meeting schedules; and (v) quality of performance on other projects.

NEGOTIATION:

The Selection Committee shall recommend to the Executive Director **the lowest responsive qualified firms or persons with whom the contracts shall be negotiated.** The Director or Designee, with the assistance of a Negotiation Committee, shall negotiate contracts with such firms or persons.

Should the Authority be unable to negotiate satisfactory contracts with the firms or any of them considered to be the most qualified, at a price she determines to be fair and reasonable to the

Authority, negotiations with those firms will be formally terminated. Negotiations will then be commenced with the next most qualified, the third most qualified or additional firms, in order of preference and their competence and qualifications, and shall continue until agreements are reached.

INSTRUCTION TO PROPOSERS

Information provided in the scope of work is to be used only for purposes of preparing a proposal. It is further expected that each proposer will read the scope of work with care, for failure to meet certain specified conditions may invalidate the proposal.

The Virgin Islands Waste Management Authority reserves the right to reject any or all proposals or any portion thereof and to accept the proposal or proposals deemed most advantageous to Authority. Price shall not be the sole criterion for awarding contracts for this project. Scope and quality of work proposed and the ability of the proposer to satisfactorily complete this type of work shall be considered.

Applicants are required to submit proposals based on the appended scope of work. Alternative proposals recommending new procedures and technology other than that requested in the scope of work will receive consideration providing such new procedures and/or technology is clearly explained. Any exceptions to the requirements requested herein must be clearly noted in writing and be included as part of the proposal. However, the Authority, in its sole discretion, reserves the right to determine that such new procedures or technology is not responsive to this RFP.

The information contained herein is believed to be accurate, but is not to be considered in any way as a warranty. Request for additional information clarifying the Scope of Work should be directed in writing to: **Ms. Sandra David, Director of Procurement & Property.**

STATEMENT OF PURPOSE

The services are being solicited for house to house curbside collection of solid waste on St. Thomas, US Virgin Islands.

SUBMISSION OF PROPOSALS

Proposals shall be received electronically as follows:

Ms. Sandra David
Director, Procurement & Property
V.I. Waste Management Authority
sdavid@viwma.org and jthomas-blyden@viwma.org
RFP-001-T-2019

WITHDRAWALS OF PROPOSAL

A proposal may be withdrawn at any time prior to the time specified as the closing time for acceptance of proposals. However, no proposal shall be withdrawn or canceled for a period of ninety (90) days after said closing time for acceptance of proposals nor shall the successful proposer withdraw or cancel or modify his proposal, except at the request of the Authority after having been notified that said proposal has been accepted by Authority.

INTERPRETATION OF SPECIFICATIONS

If any person contemplating submitting a proposal requires clarification of any part of the scope of work, he/she may submit to the Authority a written request for an interpretation thereof to **Ms. Sandra David, Director of Procurement & Property**. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the scope of work will be made in writing to all prospective proposers. Oral explanations will not be binding.

CONSIDERATION OF PROPOSAL

This RFP does not commit the Authority to the award of a contract or contracts, nor pay any cost incurred in the preparation and submission of proposals in anticipation of a contract. The Authority reserves the right to reject any or all proposals and to disregard any informality and/or irregularity in the proposal when, in its opinion, the best interest of the Authority will be served by such action.

ACCEPTANCE OF PROPOSALS

The Authority will notify in writing acceptance of one or more of the proposals. Failure to provide any supplementary documentation to comply with the submitter's proposal may be grounds for disqualification.

CONTENTS OF PROPOSAL

The following is a list of information to be included in the written proposal. Failure to comply with all the requirements as outlined may disqualify the proposer.

1. Introductory letter about the applicant:
 - a. Firm Name, address, fax and telephone
 - b. Type of service for which Firm is qualified.
2. Organization:
 - a. Names/addresses of Principals of Firm.
 - b. Names of key personnel with experience of each and length of time in organization.
 - c. Number of staff available for assignment. (Local & Off-Territory)
 - d. Copy of Articles of Incorporation
 - e. Copy of Certificate of Resolution
 - f. Copy of valid Business License
3. Outside consultants that will be retained for this project and percentage of work to be sub-contracted.
4. Project experience:
 - a. List of completed projects of similar type and estimated cost of each.
 - b. Current projects underway; scope; percentage completed to date and estimated cost of each.
5. Project References: (including a notarized written consent from the authorized representative which must include: name; telephone number; e-mail address and facsimile number).
6. Project Approach:

Describe how you will approach this project and availability to perform the services requested.
7. Cost

CONFLICT OF INTEREST

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

LICENSE REQUIREMENT

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 the said firm or individual has a valid V.I. Business License to do business in the Virgin Islands. Proposers must submit hard copy of a valid V.I. business license within ten (10) working days after award.

All Proposers submitting as Joint Ventures must be licensed as a Joint Venture in the Virgin Islands.

EQUAL OPPORTUNITY CLAUSE

The Contractor hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the federal government or borrowed on the credit of the federal government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance or guarantee. During the performance of this contract, the Contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed,

or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

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

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

CLEAN AIR ACT & FEDERAL WATER POLLUTION CONTROL ACT

The Contractor hereby agrees to will 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).

CONTRACT WORK HOURS AND SAFETY

The Contractor hereby agrees to comply with the provisions and requirements in accordance with 40U.S.C. 3702 and 3704 (29 CFR Part 5).

REQUIRED DOCUMENTS

COMPREHENSIVE LIABILITY INSURANCE: The successful Proposer will be required to obtain and have in place the required Comprehensive Liability Insurance as outlined in Addendum III. Insurance policy(ies) shall name the Authority as **“Additional Insured”**. The successful Proposer must provide to the Authority a valid insurance certificate within ten (10) working days after award.

WORKERS' COMPENSATION: Within ten (10) working days after award of project the successful Proposer must submit a copy of their certificate providing that the firm and its agents are covered by Workers' Compensation Employer's Liability.

SOLID WASTE HAULERS PERMIT: Within ten (10) working days after award of project the successful Proposer must submit a copy of their V.I. Waste Management Solid Waste Haulers Permit.

FAILURE TO PROVIDE THE CERTIFICATES WITHIN THE STATED TIME PERIOD MAY RESULT IN THE PROPOSAL DEEMED NON-RESPONSIVE AND MAY BE IMMEDIATELY DISQUALIFIED WITH NO FURTHER CONSIDERATION GIVEN FOR A POTENTIAL AWARD OF THE CONTRACT.

REQUIREMENTS FOR CORPORATIONS:

1. ARTICLES OF INCORPORATION
2. CERTIFICATE OF CORPORATE RESOLUTION
3. CERTIFICATE OF GOOD STANDING

THESE WILL BE REQUIRED PRIOR TO AWARD OF CONTRACT.

REQUEST FOR PROPOSALS

SCOPE OF SERVICES

HOUSE TO HOUSE CURBSIDE COLLECTION OF SOLID WASTE

ON ST. THOMAS, US VIRGIN ISLANDS

A. GENERAL PROVISIONS

1. INTENT

The purpose of this solicitation is to provide for the environmentally sound house-to-house curbside collection and transportation of solid waste from specific zones to the Landfill on the Island of St. Thomas. All work to be done under the contract to be entered into shall conform to the requirements of these specifications which are to be set forth in the Contract, the terms and conditions stated in Title 19, Chapter 56, of the Virgin Islands Code, and any amendments thereto as may be adopted by the Legislature of the Virgin Islands, as well as 40 CFR Parts 243 & 258 of the Code of Federal Regulations (CFR).

Further, the intent, of these specifications is to ensure the public's health, welfare, and safety through the selected Contractor's professional practices and procedures.

It shall be the responsibility of the selected Contractor to perform the work in strict compliance with all federal and local laws, decrees, ordinances, and regulations, as well as the rules, orders, decrees, and requirements of the VIWMA or of any other bodies or tribunals that may have jurisdiction over the performance of the work.

Any penalties which may be assessed by regulatory agencies relating to violations of laws pertaining to the selected Contractor's operations shall be paid by the contractor in addition to any liquidated damages assessed by the Authority according to the contract documents. Such penalties and the payment therefore shall apply only to work required by the contract documents.

It is further agreed that the selected Contractor shall have maximum flexibility in performing the operations within the limits established by these specifications. The Contractor shall, as a part of the duties contracted for, remove all solid waste from receptacles (containers, bins, carts, barrels, drums), as well as bulk waste and white goods from road sides, streets, alley ways, or wherever it is found within the assigned zone/s and dispose of said collected waste at the Bovoni Landfill during the facility's specified hours of operation.

2. CONTRACT PERIOD

The contract to be entered into shall be effective upon execution by the parties thereto, and the delivery of a Notice to Proceed, and the Contractor shall commence collection operations within thirty (30) days from said effective date. The contract shall end at midnight, forty-eight (48) months and no days from the effective date of the contract, unless earlier terminated as herein specified in Section A-26 entitled, "Termination", or further extended for an additional period by agreement of the parties in writing.

In the event the selected Contractor does not commence operations as of the date set forth in the contract, the contract may be terminated for default and liquidated damages may be assessed against the selected Contractor as set forth in Sections A-26, A-25 and A-24.

3. DEFINITIONS

In general, the definitions shall be as follows:

Authority: - The Virgin Islands Waste Management Authority.

Bin Site or Site: - The entire area included within the legal boundaries of the present bin site on which the Authority operates a solid waste collection and disposal activity.

Board: - The Governing Board of the Virgin Islands Waste Management Authority.

Bulky Waste: - Large waste such as appliances (e.g. stoves, dryers, and refrigerators), furniture, some automobile parts, trees and branches, palm fronds and tree stumps.

Collection: - The act of gathering and removing accumulated containerized and/or non-containerized solid waste from the generating source; in addition, collection may occur at centralized areas where generators deliver their solid waste for collection.

Construction & Demolition Waste: - All debris and construction waste materials, including earth, rock, concrete, brick, plaster, plasterboard, glass, asphaltic concrete, plastics, wire, and other ferrous materials derived from the construction of or the partial or total demolition of buildings, roads or other structures, and meeting the classification of Solid Waste as defined in Title 19, Chapter 56.

Contract Year: - One (or a terminal portion) of successive twelve- month periods commencing for the first year on the starting date of the site operations under the contract and thereafter on January 1st, and ending on the expiration date or other termination date of the contract.

Contract: - The written agreement covering the performance of the work and the furnishing of labor, materials, and equipment for the operation of the collection services in the specified zone. The contract shall include the plans, specifications, contract bonds, and other documents specified.

Contractor: - The term Contractor shall include the selected Contractor and any subcontractors retained by the Contractor. Contractor is referred to throughout the contract documents as if of a singular number and masculine gender.

Dumpster: - A term commonly used to describe storage containers for commercial, institutional, and industrial solid waste.

Executive Director: - The Executive Director of the Virgin Islands Waste Management Authority.

Government: - The Government of the U.S. Virgin Islands.

Hazardous Waste: - Any waste or material or mixture which is toxic, corrosive, flammable, an irritant, a strong sensitizer, or which generates pressure through decomposition, heat or other means, if such waste or mixtures of wastes may cause substantial injury, serious illness, or harm to humans, domestic livestock, or wildlife. Hazardous waste includes extremely hazardous waste, and any waste meeting the classification as defined by Title 19, Chapter 56, or by any other public agency, or by operation of law.

Receptacle: - A container used to store refuse or municipal solid waste prior to disposal. Typical examples include plastic wheeled carts, metal trash cans, and barrels.

Operator: - The Waste Management Authority which is responsible for operation of solid waste disposal sites (VI Code Title 19 Chapter 56).

Recyclable Solid Waste: - Any solid waste or waste of any nature whatsoever, which is capable of being sorted, cleaned, treated or reconstituted for the purpose of being utilized in an altered form, including, but not limited to; glass, paper, cardboard, plastic, motor oil, ferrous or non-ferrous metal, copper, wood or aluminum.

Refuse: - All municipal, commercial and industrial wastes consisting of Solid Wastes as, are, or may be in the future defined by the Legislature of the Virgin Islands, the Department of Planning and natural Resources or the VI Waste Management Authority, and which may be deposited within the zone in bin sites or the landfill under the provisions of any permit necessary for operation of the bin site, including waste such as discarded materials from dwelling places, households, apartment houses, stores, office buildings, restaurants, hotels, institutions, and all commercial and industrial establishments, including waste or discarded food, animal and vegetable matter, paper, cardboard, wood, cans, glass, ashes and boxes, cuttings from trees, lawns and gardens, septic tank pumping and dried digested sludge, grit and screenings from municipal sewage treatment plants, and asbestos, unless the Authority specifically determines

otherwise as to any particular type of waste. The term "refuse" as used herein does not include hazardous waste, contaminants which might be injurious to personnel engaged in solid waste handling, including, but not limited to, acids, explosives, radioactive materials, toxic industrial wastes; nor shall it include any materials that are, or in the future may be, prohibited from dumping by Title 19, Chapter 56, or by any other public agency, or by operation of law.

Regulatory Agencies: - Agencies in charge of regulating the operation and maintenance of bin sites, such as, but not limited to, the US Environmental Protection Agency, the Department of Planning and Natural Resources, the Department of Health, the Department of Property and Procurement, the Department of Justice and the Virgin Islands Waste Management Authority

Rear Loader Collection vehicle: -A solid waste collection body where the hopper for loading the solid waste is at the rear of the packer body. This vehicle type is commonly used for residential solid waste collection.

Roll-Off: - A container used for the storage, collection, and transport of commercial/institutional/industrial solid waste. The container is rolled onto the frame of the collection vehicle by winch or reeving cylinders (hooks), and taken to a management facility for emptying. An empty container is delivered to a customer, rolled off, and left for the future.

Solid Waste Hauler: - Waste collection agents contracted by the Authority or by private entities for transportation of waste to the Authority's bin site or Landfill.

Solid Waste: - All refuse and demolition waste.

U: - The directions, provisions, and requirements contained herein, including but not limited to the special provisions and special conditions, pertaining to the method and manner of performing the work under the contract.

Stationary Containers: - Containers or Receptacles that are situated in one place at all times and require heavy equipment machinery to move, lift, and tip to dispose of collected waste materials.

Zone: A collection of geographical areas identified by the VIWMA that require total collection of solid waste as outlined in this scope of service.

4. CONTRACT ADMINISTRATOR

The Waste Management Authority designates the Executive Director, or her designated representative, as the Contract Administrator. The contract to be entered into by the selected Contractor shall be construed and interpreted according to the laws of the U.S. Virgin Islands.

5. INSPECTION OF RECORDS

The Proposer acknowledges that he has made his own examination, investigation, and research regarding the proper method of doing the work, and all plans, information, and conditions affecting the work to be done, and the labor, equipment, and materials needed thereof, and the quantity of work to be performed. The Proposer agrees that he has satisfied himself, by his own investigation and research regarding all such information and conditions, and that his conclusion to enter into a proposed contract is based upon such investigation and research, and that he shall

make no claim against the Authority because of any of the estimates, statements, or interpretations by any officer or agent of the Authority or the Government of the U.S. Virgin Islands which may prove to be, in any respect, erroneous.

The Proposer assumes the risk of all observable or reasonably determinable conditions, and agrees to complete the work under the contract without additional compensation under whatever circumstances which may develop, other than as herein provided.

6. REGULATIONS FOR USE

The Authority is empowered to establish, in its discretion, reasonable regulations governing access to the public waste receptacles and bins, the use thereof, and operations by the Contractor, collectors, and the public at the location.

7. UNACCEPTABLE WASTE PROCEDURES

- a. The selected contractor shall complete an Incident Report Form on each discovery of contaminants in the assigned bin sites. The form's appropriate sections shall be completed by the contractor and submitted to the Authority's Solid Waste Division for processing. The form must include descriptions for the suspected contaminant, location within the site, and other information necessary for the Authority to determine who should be responsible for the material put out for disposal and to bear any associated costs. The selected contractor agrees to cooperate and make employees available for any investigation, civil litigation, or criminal proceedings regarding the delivery or deposit of contaminants at the bin sites. The Authority will compensate the Contractor and/or Contractor's employees for actual time spent in preparing for and participating in court sessions. In the event the Authority should recover costs, the Authority shall reimburse the Contractor its share thereof, less any costs of litigation.
- b. The failure of the Contractor to timely alert the Authority of a discovery of unacceptable solid waste shall render the Contractor responsible for the entire cost of removal of such waste if it is determined to be unacceptable by the Authority, Virgin Islands or Federal regulatory agencies, notwithstanding Section 7a above.

8. PERFORMANCE BOND

N/A

9. INSURANCE

SEE ADDENDUM III

10. TAXES, ASSESSMENTS, AND FEES

The terms of the contract may result in the creation of possessory interests. If such a possessory interest is vested in the selected Contractor, the Contractor may be subject to the payment of

personal property taxes levied on such interest. The Contractor shall be responsible for the payment of, and shall pay before delinquent, all taxes, assessments, and fees assessed or levied upon the Contractor by reason of the business or other activities of the Contractor upon, or in connection with, the Contract. The Contractor further agrees not to allow such taxes, assessments or fees to become a lien against the Authority's interests or any improvement thereon. Nothing in the Contract shall be deemed to prevent or prohibit the Contractor from contesting the validity of the amount of any such tax, assessment, or fee in the manner authorized by law.

11. CHANGE ORDERS – AUTHORITY

The Authority reserves the right to make such orders as may be deemed necessary by the Executive Director for proper execution of the work. The selected Contractor shall proceed with the work upon receipt of a written order from the Executive Director. The Contractor shall receive no adjustment in compensation unless said alterations materially affect the Contractor's cost to perform said work. If the contractor's cost to perform work altered by the Executive Director is materially changed, adjustments in compensation or charges will be made as provided in Sections A-12 ("Change Orders") and Section C ("Extra Work").

12. CHANGE ORDERS – COST

In the event the selected Contractor's cost to perform the work is materially changed by the imposition of differing operational requirements arising out of an Authority or governmental regulation, or by an order of the Executive Director as allowed by Section A-12 and Section C entitled "Extra Work", any such change may be negotiated, as provided in Section E entitled "Renegotiations". In the event the Contractor and the Authority are unable to agree, the provisions of Section A-21 shall apply. Any such change shall be considered as an amendment to the contract, and if the cost thereof may exceed \$50,000.00, shall be subject to approval of the Governing Board of the Authority.

13. ASSIGNMENT

No contract or portion thereof may be assigned without the consent of the Authority, except that the selected Contractor may assign money due or which will accrue to him under the contract. If given written notice, such assignment of money due will be recognized by the Authority to the extent permitted by law, but any assignment of money shall be subject to all proper set offs and withholdings in favor of the Authority and to all deductions provided for in the contract. All money, whether assigned or not, shall be subject to being used by the Authority for completion of the work, should the Contractor be in default.

14. BANKRUPTCY

In the event that the selected Contractor files a petition in bankruptcy, or any other type of insolvency proceeding is initiated, the Authority may give notice of termination of the contract according to the provisions of Section A-25 entitled "Default."

15. INDEMNIFICATION

The selected Contractor shall agree to defend and hold the Authority, its officers, and employees free and harmless from any and all claims of whatsoever kind or nature for damage to property,

contract disputes' and resolutions, or for personal injury, including death, made by anyone whomsoever which may arise from operations carried on by the Contractor under the contract. The Contractor shall exonerate, indemnify, and hold harmless the Authority from and against, and shall assume full responsibility for payment for all federal and local taxes or contributions imposed or required under unemployment insurance, social security, and income tax laws, with respect to the Contractor and his employees engaged in performance of the contract. The Authority and its agents and employees shall not be, nor be held, liable for any liabilities, penalties, or forfeitures, or for any damage to the goods, property, or effects of the Contractor, or of any other person whomsoever, nor for personal injury to or death of them, whether caused by or resulting from any negligent act or omission of the Contractor. The Contractor further agrees to defend, indemnify, and hold harmless the Authority and its agents and employees, against and from any and all of the foregoing obligations and liabilities, by which it is intended by both parties that the Contractor shall indemnify and hold the Authority harmless from all claims arising by reason of the work done or by an act or omission of the Contractor. The Contractor agrees to process expeditiously all claims for liability arising out of collection and disposal in and from the bin sites, at his expense. This provision shall not apply to any claims arising by reason of work performed at the express direction of the Authority or the Executive Director which is not a part of the responsibility of the Contractor under the contract, unless the Contractor is negligent in the performance and execution thereof.

16. PAYROLL RECORDS

The selected Contractor shall be responsible for compliance with the following requirements as shall his subcontractors:

- The Contractor and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him in connection with the contract work.
- The payroll records enumerated under Subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:
 - I.** A certified copy of an employee's payroll records shall be made available for inspection or furnished to such employee or authorized representative on request.
 - II.** A certified copy of all payroll records enumerated in Subdivision (a) shall be made available upon request to the public for inspection or copies thereto made; provided, however, that a request by the public shall be made in writing to the Authority. The public shall not be given access to such records at the principal office of the contractor.
- The Contractor shall file a certified copy of the records enumerated in Subdivision (a) with the entity that requests such records within 10 days after receipt of a written request from the Authority.
- Any copy of records made available for inspection as copies and furnished upon request

to the public or any public agency by the Authority, shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name or address, and social security number. The name and address of the Contractor performing the contract shall not be marked or obliterated.

- The Contractor shall inform the Authority of the location of the records enumerated under Subdivision (a), including the street address, city, and state, and shall, within 5 working days, provide a notice of a change of location and address.
- In the event of noncompliance with the requirements of this Section, the Contractor shall have 10 days in which to comply subsequent to receipt of written notice. Specifying in what respects such Contractor must comply with this section should noncompliance still be evident after such 10-day period, the Contractor shall, as a penalty paid to the Authority on whose behalf the contract is made or awarded, forfeit twenty-five (\$25.00) dollars for each calendar day or portion thereof, for each worker until strict compliance is effectuated. Upon notice by the Authority, such penalties shall be withheld from progress payments then due the Contractor.

17. EQUAL SERVICE

The selected Contractor shall not by act or omission show partiality to any resident, but shall provide equal service to any and all within these specifications and applicable regulations and standards.

As part of the consideration for the contract, the Authority shall be permitted to leave refuse generated by the Authority at the bin sites without charge, but otherwise subject to all other provisions of the contract, unless the Authority enters into an agreement to reimburse the Contractor for actual, reasonable costs incurred in collecting the Authority's refuse.

18. AUDIT AND INSPECTION OF RECORDS

- a. The selected Contractor shall keep accurate records of all receipts and expenditures related to the collection operation, maintenance of equipment, and/or to any activity performed at the bin sites by the Contractor. At any time during normal business hours, upon reasonable notice, and as often as the Authority may reasonably deem necessary, the Contractor shall make available to the Authority for examination all of his data and records with respect to all matters covered by the contract, and will permit the Authority to audit, examine, and make excerpts or transcripts from such data and records, and to make audits of all invoices, materials, payrolls, records of personnel, records of the equipment usage if requested by the Executive Director, and other data relating to all matters covered by the contract.
- b. The Contractor shall maintain such data and records in an accessible location. The Attorney General, any Grand Jury, and any law enforcement agency from the U.S. Virgin Islands or federal agencies investigating criminal activity, including organized crime having an interest in the subject of this contract shall have the same rights conferred upon the Authority by this paragraph.

- c. The Executive Director or her authorized representative shall, until the expiration of three (3) years after final payment under the contract, have reasonable access to and the right to examine directly any pertinent books, documents, papers, and records of the Contractor. The right to audit and inspect records may be exercised at any time without advance notice.
- d. The right to audit shall apply to the Contractor and to any subcontractors employed by the Contractor. All agreements between Contractor and subcontractors for performance of any work related to the contract shall contain a clause which expressly extends the Authority's right to audit and inspect records to the Attorney General, any Grand Jury, and any law enforcement agency investigating organized crime, to the parties of the agreement.
- e. The Contractor will permit the Authority to inspect and audit all Contractor's data and records of quantities of solid waste collected in the zone under this contract. The Authority's access shall be at any time during normal business hours and as often as the Authority may reasonably deem necessary. The Contractor will permit the Authority to audit, examine, and make excerpts or transcripts from such data and records. The Contractor shall maintain such data and records in an accessible location. The Authority's right to inspect and audit will expire 3 years after final payment under the contract.

19. PERMITS

The selected Contractor shall be responsible for securing and maintaining all permits applicable to the operations as are required by the Contract. The Contractor shall fully comply with the provisions of all permits. The Contractor shall supply to the Authority a copy of all permits when received.

20. CONTROL OF WORK

Authority of the Executive Director. The selected Contractor may not change any conditions of operation under the contract without the prior written approval of the Executive Director. The Executive Director shall decide all questions that arise as to the quality or acceptability of materials selected and work performed and as to the manner of performance and rate of progress of the work, specifications, all questions as to fulfillment of the contract on the part of the Contractor, and all questions as to the measurement of quantities or compensation. The Executive Director's decision shall be final, and the Director shall have the authority to enforce and make effective such decisions and orders which the Contractor fails to carry out promptly. Failure to agree shall be subject to the provisions of Section A-21 entitled "Determination of Rights - Disputes."

21. DETERMINATION OF RIGHTS – DISPUTES

If the total monetary amount of the entire selected Contractor's claims arising under or by virtue of the contract does not exceed \$10,000, such claims are subject to determination of rights as follows:

- a. Any dispute arising under or relating to the performance of the contract, which is not disposed of by agreement, shall be decided by the Authority or its duly

authorized representative, who shall reduce her decision to writing in regard to the dispute and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Authority shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor elects to file with the Executive Director Authority or duly authorized representative a written appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the written decision of the Executive Director, which is the subject of the Contractor's appeal. Any such decision shall be subject to judicial review.

- b. The "disputes" clause does not preclude consideration of questions of law in connection with decisions provided for in paragraph (a) above. Nothing in the contract, however, shall be construed as making final the decision of any administrative official or representative on a question of law.
- c. Either party to the contract may, subject to the provisions of Paragraph (a), seek judicial review of the decision rendered by the Executive Director. Compliance with the requirements of this Section does not relieve the Contractor of responsibility for complying with any notices or protests or claim requirements specified in the specifications.

22. FAILURE TO PERFORM THE WORK

- a. Should the selected Contractor fail to perform the work or any separate part thereof in conformity with the contract requirements, the Authority shall have the right to require the Contractor to perform or re- perform the services. If, after such request to the Contractor, the work is not performed with such diligence as will ensure its completion in accordance with the contract, the Authority may serve written notice upon him and his surety of the Authority's intention to take action to effect the performance of the work. After serving written notice, the Authority may proceed to cause execution of the work by Authority forces or may obtain additional services which the Executive Director deems necessary to perform the work, and the Contractor will be held liable for the costs of said work or services. In addition, the Contractor may be liable for liquidated damages under the Section A-24 entitled "Liquidated Damages."
- b. Should it be deemed necessary by the Executive Director that the Authority or Authority's assigns perform the work as described above, the Authority may, without liability for so doing, take possession of and utilize for the purpose of completing said work such materials, equipment, and other property belonging to the Contractor as may be on the site of the work and necessary therefor. The Contractor shall be compensated reasonably for such seizure and use.
- c. In case of emergency, when in the opinion of the Executive Director it is necessary for the public health, safety, or welfare to act immediately, the Authority may proceed to cause execution of the work without serving the notices as required by this Section.
- d. Failure of the Contractor to perform the work is a default under the terms of this contract and, if determined by the Authority to be in its best interest, the Authority

may, in the event of any such failure, proceed in accordance with Section A-25 of this Contract entitled "Default."

- e. The foregoing provisions shall be in addition to and not in limitation of any other rights or remedies available to the Authority.

23. STRIKE

In the event of a strike, the bin sites shall remain open to the public in accordance with the contract provisions unless a mutually accepted disposal alternative is agreed upon between the selected Contractor and the Authority. Labor difficulties and strikes are not considered sufficient reason for allowing exceptions to the contract. The Contractor shall not be obligated to ensure the public has actual access to the bin sites in the event of a strike; providing that the Contractor shall ensure that neither the contractor nor his employees or agents shall blockade or otherwise obstruct access to the bin sites for collection services during a strike.

24. LIQUIDATED DAMAGES

- a. Service is of the essence in the performance of the contract. It shall be agreed by and between the parties that in case the selected Contractor fails to provide the refuse collection and disposal services from the zones as required by this contract, damages will thereby be sustained by the Authority, and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damages which the Authority will sustain by reason of delay or failure to provide the service; and it is therefore agreed that the selected Contractor shall pay the Authority for each and every day in which the services set forth herein are not provided, the amount of Two Thousand Dollars (\$2000.00).
- b. Said liquidated damages shall be in addition to any other payments, penalties, or monies due to the Authority either as specified in the Section D entitled "Payment" or as a result of the selected Contractor's failure to perform under any provision of the contract.
- c. The selected Contractor shall not be assessed with liquidated damages 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.
- d. The selected Contractor shall not be assessed with liquidated damages for delay in performance of the service caused by heavy rains, provided, however, that the Contractor notifies and receives approval from the Executive Director at the time of the incident, to be confirmed later in writing, each and every time that the Contractor desires relief as a result of said rains. The Executive Director's decision as to what constitutes a heavy rain event for this purpose shall be final.
- e. 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.

25. DEFAULT

- a.** The Authority may, subject to the provisions of Paragraph (c) below, by written notice of default to the selected Contractor, terminate the whole or any part of the contract in any one of the following circumstances:
 - i.** If the selected Contractor fails to perform the services within the time specified under the contract or any extensions thereto.
 - ii.** If the selected Contractor fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of the contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a reasonable period as the Executive Director may authorize in writing after receipt of notice from the Executive Director specifying such failure.
- b.** In the event the Authority terminates the contract in whole or in part as provided in Paragraph (a) of this Section, the Authority may procure, upon such terms and in such manner as the Director may deem appropriate, services similar to those so terminated, and the Contractor shall be liable to the Authority for any extra costs for such similar services; provided that the Contractor shall continue the performance of the contract to the extent not terminated under the provisions of this Section.
- c.** Except with respect to defaults of subcontractors, the selected Contractor shall not be liable for any excess costs if the failure to perform under the terms and conditions of the contract arise out at causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to acts of God, or the public enemy, acts of the Authority in its contractual capacity, fires, floods, earthquakes, epidemics, quarantine restrictions, supplier's and vendor's strikes, freight embargoes, and unusual rain events, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default by a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform unless the services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedules. The selected Contractor shall make every reasonable effort to mitigate the effects of said causes.
- d.** If, after notice of termination of the contract under the provisions of this Section, the Authority determines for any reason that the Contractor was not in default under the provisions of this Section, or that the default was excusable under the provisions of this Section, the rights and obligations of the parties shall be the same as in Section A-26 "Termination."
- e.** The rights and remedies of the Authority provided in this Section shall not be exclusive, and are in addition to any other rights and remedies provided by law or under the contract.

- f. As used in Paragraph (c) of this Section, the terms "subcontractor" and "subcontractors" mean subcontractor (s) at any tier.

26. TERMINATION

- a. The negotiated Contract may be terminated by the Authority for cause, or for convenience in the discretion of the Authority, and as to cause, in accordance with this Section. To terminate the Contract for cause, the Contractor shall be given not less than 60 days' notice in writing; for convenience, the Contractor shall be given notice of the date and time of said termination.
- b. It is understood by the selected Contractor that the landfill may have an actual useful capacity which may result in its closure for use as a disposal site or Transfer Station or Convenience Center sometime in the future. The contract may therefore be terminated upon notice in such eventualities.
- c. In the event the Authority chooses to terminate this contract, the Contractor shall be entitled to be paid a sum to reimburse it for costs incurred; said sum shall be negotiated between the parties, and shall not include any amount for lost profit.
- d. After receipt of a Notice of Termination, and except as otherwise directed by the Authority, the selected Contractor shall:
- i. Stop work under the contract on the date of termination.
 - ii. Place no further order or subcontracts for materials, services or equipment except as may be necessary for completion of the work under the contract to the termination date.
 - iii. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination to the extent Contractor can legally do so.
 - iv. Assign to the Authority all of the rights, title, and interests of the selected Contractor under the orders and subcontracts so terminated, in which case the Authority shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts and the Authority shall hold Contractor harmless there from.
 - v. Settle all outstanding liabilities and all claims arising out of such termination of order and subcontracts by the Contractor.
 - vi. Complete performance under the contract through the date of termination.
 - vii. Take such action as may be necessary, or as the Authority may direct, for the protection and preservation of the property related to this contract, which may then be in the possession of the Contractor and in which the Authority has or may acquire an interest.
- e. After receipt of a Notice of Termination under this Section, the selected Contractor shall submit to the Authority a verified termination claim, if any. Such

claim shall be submitted promptly, but in no event later than 60 days after the termination of the contract, unless one or more extensions in writing are granted by the Authority upon a request of the Contractor made in writing within such 60-day period or authorized extension thereof.

- f. If the Authority terminates the contract under this section, the selected Contractor shall be paid for the work completed through termination at the rate, in the manner, and amounts as provided in the contract documents as if the contract had not been terminated.

27. SUBCONTRACTING

The selected Contractor may represent to the Authority that there will be subcontractors for various portions of the work to be performed under this contract.

The selected Contractor shall give his personal attention to the fulfillment of the contract, and shall keep all subcontracted work under his diligent control. Subcontractors will be recognized as such and all persons engaged in the subcontracted work will be considered as employees of the Contractor. The selected Contractor will be held responsible for their work, which shall be subject to the provisions of the contract and specifications.

In the areas the primary selected Contractor proposes to subcontract work, the Contractor shall file with the Executive Director a written statement showing the work to be subcontracted, the names of the subcontractors, and the description of each portion of the work to be so subcontracted. The Contractor shall obtain approval of the Executive Director prior to allowing the subcontractor(s) to proceed with any work under the contract or subcontract.

When a portion of the work which has been subcontracted by the selected Contractor is not being performed in a manner satisfactory to the Executive Director, the subcontractor shall be removed immediately at the request of the Executive Director, and shall not again be employed on the job.

28. VERBAL AGREEMENT OR CONVERSATION

No verbal agreement with any officer, agent, or employee of the Authority either before, during, or after the execution of the contract shall affect or modify any of the terms or obligations contained therein, nor shall such verbal agreement or conversation entitle the Contractor to any additional payment whatsoever under the terms of the contract.

29. OWNERSHIP DISCLOSURE

At the request of the Executive Director, the selected Contractor shall provide proof of corporate entity and names of all its officers. Upon sale or transfer of any interest of twenty-five percent (25%) or greater of the Contractor, the Executive Director shall be notified. Any change in ownership of the Contractor exceeding ten percent (10%) of the stockholder ownership shall be reported to the Executive Director within thirty (30) days of the change.

B. COLLECTION OF SOLID WASTE

1. THE LOGISTICS OF CURBSIDE COLLECTION ON ST. THOMAS

A major component of the Authority's municipal solid waste collection strategy on the island of St. Thomas is the curbside collection method of commingled (unseparated) waste collection. The collection in the zone starts with the containers holding materials or discarded items that a generator has designated as no longer useful and ends with the transportation to a disposal facility (Bovoni Landfill) to be processed or disposed. Solid waste collection involves both the provision of a service and the selection of appropriate technologies. The service aspect is set through an agreement between waste generators and the waste collectors, and the waste collection contractors select the type of technology to be used in the collection.

1. THE LOGISTICS OF COLLECTION ON ST. THOMAS

The collection process is most difficult and complex in the St. Thomas environment because the generation of solid waste takes place in every home, apartment, in the streets, parks and vacant areas within the zone. As the pattern of waste becomes more diffuse and the total quantity of waste increases, the logistics of collection becomes more challenging.

- a. Collection includes the loading, hauling, and unloading of waste to the Bovoni Landfill from the zone. While the activities associated with hauling and unloading are similar for most collection systems, the loading of waste varies where it is generated and stored on the Island.
- b. Generators will be required to store their waste in containers and place them at the curb side on the day of collection.
- c. Waste is also deposited by the public in receptacles and bins placed strategically in certain zones which is then collected by the assigned contractor.
- d. Periodically, Solid Waste is illegally deposited along roadsides, sidewalks, and in the public right of way along the routes of the contracted zones. This waste must be collected by the assigned contractor when traversing the route on collection days. Inspection of the zone by the selected Contractor must be undertaken on a regular basis and discovered solid waste must promptly be removed there from.

2. COMMUNICATION

The selected Contractor shall provide cellular phone and/or radio communication for his purposes on the tractor trailer vehicles at his own expense. The Authority shall have the right to contact any worker via any mode of communication without cost as may be necessary for its official purposes.

3. HEALTH AND SAFETY

- a. The selected Contractor shall stipulate that he is aware that the operation of heavy equipment under the contract which is near sea crafts, automobiles,

trucks, and other vehicles using the same route, transfer station, or landfill is extremely hazardous. Whenever the Contractor's operations create a condition hazardous to traffic or to the public, he shall, at his expense and without cost to the Authority, furnish, erect, and maintain such defenses, barricades, lights, signs, and other devices and take such other protective measures as are necessary to prevent accidents, damage to property, or injuries to the public or its employees. The Contractor shall also furnish, at his expense and without cost to the Authority, such flagmen or signals as are necessary to give adequate warning to traffic or to employees and the public of any dangerous conditions to be encountered.

- b. The selected Contractor shall provide job-related health and safety training immediately when an employee commences work under the contract, and shall maintain first aid kits on each vehicle used for this contract, and post emergency contact information in conspicuous places for employees and the general public. The Contractor will follow all applicable federal and local codes pertaining to health and safety including maintaining a drug-free workplace.

4. POINTS OF COLLECTION

The selected Contractor shall be responsible for the collection of solid waste from the following points in the assigned zones on scheduled days of collection:

- Residential receptacles placed curbside on the days of collection. Note: Multiple unit apartment dwellings of four (4) units and greater shall not be included in the contract scope and are mandated by law to be collected by a private entity or hauler.
- Identified WMA public bins or receptacles placed within the assigned zone.
- Illegally deposited wastes located within the public right of way, sidewalks, or roadways along the assigned routes within the Contractor's zone/s. Illegal dumpsites located within private property are not included in the contract unless it is classified as a specific assignment under the terms of Section C entitled "Extra Work".

5. POINT OF FINAL DISPOSAL

The point of final disposal shall be the Bovoni Landfill on the Island of St. Thomas located in Estate Bovoni unless otherwise directed by the Executive Director of the Authority. The operator of the Bovoni Landfill shall specify where each collected load of solid waste shall be deposited with respect to current landfill operations.

6. COLLECTION ZONES AND ROUTES INSPECTION

The purpose of this Section is to improve efficiency by contractors working in small geographic areas on specific days of the week instead of having collection spread throughout the entire Island every day.

- a. The selected Contractor shall ensure that the Authority possesses and provides zones and routes map/information at all times for territorial and federal officials for inspection, tours, or any other activity as determined by the Executive Director to be appropriate.
- b. The Authority shall inspect the selected Contractors' operation. The inspection shall not relieve the Contractor of any obligation to fulfill the contract as prescribed. The Contractor shall remove and replace defective equipment or receptacles and make repairs acceptable to the Executive Director at no cost to the Authority or residents.

(For Zones and Routes see Appendix "A").

7. COLLECTION EQUIPMENT

Over the years, a wide variety of collection systems and equipment have been used for waste collection. When considering collection technology, the basic components are surface street and roadways, over-the-road trucks and sturdy containers for storage. Technology changes have made trucks, equipment and labor more efficient, but basic rear loader compactor collection truck will be used for many more years on the island.

- a. The selected Contractor shall be responsible for providing any equipment by purchase, lease, rent or otherwise to properly execute the contract. Transportation of waste shall occur only in registered and permitted vehicles as found in the VI Code, Title 19, Part 6, Chapter 56.
- b. The selected Contractor shall utilize the necessary equipment to carry out the contract. The Contractor shall provide such equipment without compensation from the Authority. The Authority shall have no interest in ownership of the equipment.
- c. Prior to the execution of the contract, the selected contractors must demonstrate that they have the proper amount of equipment to perform the daily work as well as proper back-up equipment. The use of other subcontracts does not meet this requirement.
- d. All equipment used relating to the performance of the Contractor's obligations under the contract shall be maintained by the Contractor. Where applicable to maintain warranty, equipment shall be serviced by licensed certified mechanics. All service records for equipment shall be maintained on file at an onsite contractor's office and be available for inspection.
- e. In the event of failure to perform work or default by the selected Contractor, the Authority may at its option have the right to take possession of and operate for fair compensation the equipment being used by Contractor for the unexpired term of the contract.
- f. Equipment shall possess suitable noise attenuating devices to conform with applicable noise pollution laws. Every effort shall be made by the contractor to

minimize the level of noise that is produced by the services outlined in the contract to reduce the impact to the residents of the assigned zone/s.

- g. Residents shall supply a receptacle for their respective solid waste. The receptacle shall be manufactured of metal or plastic and must have a lid to secure the solid waste within the receptacle. The maximum size of the receptacle shall be 65 gallons to prevent injury to collection technicians. Receptacles can be purchased from a private source, the contractor, or the Authority (when available).

During the term of the contract, the Authority may require standardization of household receptacles. However this is not mandated at this time.

Public Receptacles will be initially supplied by the Authority for the explicit purpose of collecting solid waste from public areas.

- h. For Equipment Schedule (see Appendix "B")

8. COLLECTION PERSONNEL REQUIREMENTS

- a. The selected Contractor must provide and deploy personnel who are adequately trained (by OSHA standards) and are properly equipped to handle all types of municipal solid waste and bulk waste also as noted in Section B-3 entitled "Health and Safety". The driver of the collection vehicle shall possess a current Virgin Islands license and be knowledgeable of the full operation of their collection vehicle. Personnel assigned as collectors shall have proper knowledge of the safe operation of the compactor/collection portion of the collection vehicle.

Due to the logistics of the collection of Solid Waste specified in this scope, each compactor type collection truck shall have (1) driver, and a minimum of (1) collector to operate along their contracted route. Optimally, (2) collectors would be preferred to optimize the collection process in the zone.

Stationary containers are widely used on the Island and the system requires a minimum of a driver and two collectors for the removal of types of waste stored in said containers. However, this varies depending on whether the collection vehicle is loaded mechanically or manually.

- b. The selected Contractor shall assign personnel to perform operations during such hours that solid waste is being collected, transported and disposed of at the Anguilla Landfill or future Transfer Station, as may be required to assure a smooth and efficient operation and meet the requirements of the Contract.
- c. The Authority has the right to request the removal of any employee of the Contractor who violates any provisions of the specifications; who is an unsafe operator; or who is wanton, negligent, or discourteous to the public or others in the performance of his duties. Upon receipt of such a request from the Authority, the Contractor shall immediately remove the employee from the operation.

- d. The selected Contractor shall file with the Executive Director the names, addresses, and telephone numbers of authorized representatives who can be contacted at any time. These authorized representatives must maintain offices within the U.S. Virgin Islands and be fully authorized and equipped to respond to reasonable requests of the Executive Director and/or her authorized representative(s).
- e. If the Executive Director or her authorized representative finds it necessary to give directions to assure compliance with the provisions in the contract, such directive shall be given in writing by the Authority representative to the authorized representative of the Contractor.

9. BULK WASTE DISPOSAL DAYS

- a. The selected Contractor shall be required to provide at least twelve (12) bulk waste collection weekends per year in the assigned zone. Those days shall require the placement and pick-up of two bins in selected neighborhoods for one (1) weekend each month. One bin shall be for metallic waste and the other for non-metallic waste (e.g. mattresses, furniture, etc.) The bins must be clearly marked "For Bulk Waste Only" and would be located in the named zones on Fridays and removed on Mondays. The Authority shall make public announcements to inform the residents of the location, schedule, and regulations for use of said bins. A schedule of dates and proposed neighborhoods with the named zones shall be proposed by the Contractor, and approved by the Executive Director.
- b. Removal of containers shall be done with utmost due care and attention so as to avoid injury to persons or damage to property or impedance of the free flow of traffic in the zone. *Failure to comply with these requirements shall result in a fine of One Hundred Dollars (\$100.00) dollars per day to be debited against the monthly bill submitted by the contractor.* The selected Contractor shall remain responsible for any injury and property damage. The Contractor shall be responsible for the removal of all loose trash or debris in the immediate vicinity of the bulk waste bins during the bulk waste collection weekends to maintain a clean and organized appearance. The Contractor shall ensure the immediate removal of all bulk waste, debris, and other trash from the area after the bulk waste weekend has ended and the bins are removed.
- c. The selected Contractor shall notify the Authority of illegal deposits of bulk waste, trash, and other debris at the bulk waste site in their assigned zone/s when the site is inactive via the Incident Report Form.

10. CONTRACTOR RESPONSIBILITY FOR ROUTE AESTHETICS AND MAINTENANCE

- a. The selected Contractor shall operate and maintain the entire assigned zone/s until the end of the Contract. Payment for the above shall be included in the bid price, and no additional compensation will be allowed therefore.
- b. Residential Receptacles shall be maintained in good physical condition throughout the life of the contract by the resident owner. Damage receptacles with holes, which might compromise the safety of humans or allow vectors, must be removed from service and replaced. Residential receptacles that are damaged by the contractor must be replaced immediately by said contractor at no cost to the Authority or the respective resident owner.
- c. Public Receptacles or bins shall be maintained in good physical condition throughout the life of this contract by the contractor. Receptacles or bins that are damaged by the Contractor must be replaced immediately by said Contractor at no cost to the Authority. Public receptacles or bins that have reached their life expectancy due to normal wear and tear or Acts of God shall be replaced in kind by the Authority.
- d. The selected Contractor shall ensure that all solid waste collection points as identified in Section B-4 entitled "Points of Collection" are cleaned and sanitized on days of collection. Each public receptacle or bin shall be sanitized with an approved industrial strength sanitizing agent at least once per week.
- e. The selected Contractor shall provide any chemical sprays, traps, and similar measures to control insects, rodents, and other disease carrying or breeding organisms, subject to applicable regulations at locations containing public receptacles and bins.

11. LANDFILL DISPOSAL

- a. All solid waste must be disposed of at the Bovoni Landfill. The Authority reserves the right to adjust Landfill operational times.
- b. Upon entry to the Bovoni Landfill, the operators must present a multiple-ply trip ticket, which shall include the zone and areas where the current load of solid waste was collected to the Weigh-Master at the scale house. The weigh-master will review and sign the invoices indicating time, volume, and weight. A copy will be kept by the weigh- master who shall return the others to the operator.
- c. The selected Contractor shall not collect solid waste from outside their assigned zones while performing collection duties under the contract. Loads of solid waste presented on the scale to the weigh master shall only reflect solid waste collected from the assigned zone as detailed in Section 11b. Combining of contracted and non-contracted or private route hauls into one load/trip is not permitted.

12. RESPONSIBILITIES OF THE AUTHORITY

- a. The Authority shall do its best to accommodate the Contractor's delivery of full bins at the Landfill.

13. REUSE OR RECYCLABLE SOLID WASTE

- a. Title to all solid waste shall remain vested in the Authority when it is transported and deposited at the Bovoni Landfill, subject to terms and conditions of this Section, B-13.
- b. The Authority shall have the option to execute a contract(s) at any time for the right to conduct reuse or recyclable solid waste operations on the Island upon such terms and conditions, and with such party as it deems fit in its sole discretion. Until any such contract(s) is executed, the Contractor may conduct reuse or recyclable solid waste operation at its sole expense, and retain any monies received thereby. In the event the Authority executes a contract for reuse or recyclable solid waste operations with a party other than the Contractor, the Contractor shall immediately cease all such operations upon written notice from the Authority and shall not be entitled to any compensation from the Authority therefore. Nothing herein may be construed or interpreted to restrict in any manner the power of the Authority to require collection of reusable or recyclable solid waste at locations to be determined or disposal thereof in such a manner so that, it is not left on routes.
- c. Management of any separate contract for reusable or recyclable solid waste will be performed by the Authority at no cost to the contractor. It is intended that such contracts be managed with minimum interference with the selected Contractor's operations. In the event that the Authority contracts with another private firm (not the Contractor under this Contract) to conduct reusable or recyclable solid waste operations, a provision will be inserted in the separate salvaging contract requiring cooperation and noninterference with the Contractor's operation.

14. PENALTIES AND ADDITIONAL REQUIREMENTS

- a. The selected Contractor shall perform daily management and cleaning of the assigned zone/s to ensure the removal of all solid waste including bulk waste and illegally deposited wastes as noted in this scope of services as required. The zone/s must be cleaned by 2:00 PM. each collection day. Failure to comply with these requirements shall result in a penalty of One Thousand Dollars (\$1000.00) per incident, per day to be debited against the monthly bill submitted by the contractor. In addition, a "Notice of Non-Compliance" Form will be issued by the Authority and be placed in the Contractor's record.
- b. Schedule of Collection - The selected Contractor shall provide a route schedule on the thirty (30) days after the receipt of a Notice to Proceed or before commencement of actual operation.

- c. Residents/public are required to place their receptacle at their respective dwelling's curb side or place their waste in a bin at a designated bin site. The curb side receptacles should be placed out on the day of collection and removed within twelve (12) hours after, whether emptied or not.
- d. The hours and days of collection will be made known to the public via the Authority's published announcements.
- e. The Authority reserves the right to order the selected Contractor to conduct such collection outside any schedule from time-to-time as may be deemed necessary to provide service to the public and agrees to provide 3-day written notice of said scheduled changes to the Contractor.

C. EXTRA WORK

1. GENERAL

Work ordered by the Executive Director not set forth in the contract or shown on the plans and specifications shall be paid for by the Authority as extra work at a price, which may be negotiated. The Contractor shall do such extra work and furnish such materials and equipment therefore as may be required in writing by the Executive Director, but Contractor shall not perform extra work except upon written order from the Executive Director, and in the absence of such written order, he shall not be entitled to compensation for such extra work.

2. LABOR

For all labor and foremen in direct charge of the specific operation, the Contractor shall receive an amount equal to the sum of actual wages paid such labor and foremen, including fringes for the time actually engaged in such work. To the total of the above amount shall be added an amount equal to twenty-five percent (25%) of the total thereof for all Contractor overhead and profit. Note: Labor costs associated with the direct operation of heavy equipment (backhoe, track hoe, trucking, etc.) shall be included in the hourly rental fee of said rented heavy equipment.

3. EQUIPMENT

For any machine, power tools, or equipment which the Executive Director may deem necessary or desirable to use, beyond that which is required to carry out the zone operations and compliance modifications, the Contractor shall be allowed a rental price for each and every hour that said tools or equipment are in use on such work. Such rental price shall also include and be fully compensated for fuel, lubricants, repairs, transportation, and all other incidental expenses for the use of said tools and equipment, except labor for the operation thereof. The rental price for each piece of equipment shall be the lowest rental rate of three solicited quotations plus an amount of fifteen percent (15%) for all Contractor overhead and profit.

4. MATERIALS

For all materials used, beyond that which is required to carry out collection operations and compliance modifications, the Contractor may be entitled to receive the actual cost thereto plus fifteen percent (15%), plus sales tax, if any.

5. COMPENSATION

No claims for extra work under the contract will be allowed unless a change order for such work, approved by the Executive Director or Governing Board, is furnished to the Contractor in advance. The amount and cost of all work shall be approved by the Executive Director, and the amount certified by her shall be final, conclusive and binding upon the Contractor.

D. PAYMENT

SEE ADDENDUM II

E. RENEGOTIATIONS

Changes in Regulations. In the event that compliance with subsequent statutes, ordinances, and/or rules and regulations results in a substantial change in operating costs, the parties hereto agree to renegotiate this contract so that compensation herein shall reflect such changes.

F. SEVERABILITY

If any provision of the agreement shall be declared illegal, void, or unenforceable, the other provisions shall not be affected, but shall remain in full force and effect.

APPENDIX “A”

POINTS OF COLLECTION

LIST OF ZONES

| ZONE A | Pick Up | BINS/CARTS |
|------------------------------|----------------------------|-------------------|
| Union Road | Monday, Wednesday& Friday | 1 Bin |
| Kirwain Terrace Housing | Monday, Wednesday & Friday | 5 Bins |
| Lindberg (In the hole) | Monday, Wednesday& Friday | 1 Bin |
| Lindberg | Wednesdays | 17 Carts |
| West Command Center | Wednesdays | 3 Carts |
| Property & Procurement | Wednesdays | 1 Bin |
| Inspection Lane | Wednesdays | 1 Bin |
| School Lunch | Wednesdays | 1 Bin |
| Public Works | Wednesdays | 8 Carts |
| French Town Fish Market | Wednesdays | 6 Carts |
| French Town Head Start | Wednesdays | 1 Bin |
| Mahogany Estate | Wednesdays | 94 Carts |
| Lieutenant Governor’s Office | Wednesdays | 3 Carts |
| Low Cost Housing | Wednesdays | 13 Carts |
| Uller F Muller School | Monday thru Friday | 1 bin |
| Gladys Abraham School | Monday thru Friday | 1 Bin |
| Moravian School | Monday thru Friday | 1 Bin |
| Sibbilly School Mafolie | Monday thru Friday | 1 Bin |
| Adellita Cancryn School | Monday thru Friday | 2 Bins |
| Edith Bourne (Governor Acct) | Monday thru Friday | 4 Carts |
| Tropical Motors | Sunday Thru Saturday | 2 Bins |
| Soto Town | Sunday Thru Saturday | 4 Bins |
| Altona | Monday thru Friday | 2 Bin |
| Solberg | Sunday Thru Saturday | 3 Bins |
| Cemetery Road | Sunday Thru Saturday | 4 Carts |
| Washington | Sunday Thru Saturday | 1 Bin |
| Contant Behind the Car wash | Thursday | 13 Carts |
| Blue Water Bible College | Thursday | 41 Carts |
| Bordeaux | Thursday | 114 Carts |
| Fortuna | Thursday | 8 Carts |
| North side road | Thursday | 20 Carts |
| Play Ground North side | Thursday | 2 Carts |

| Zone B | Pick Up | Bins/Carts |
|-----------------------------|------------------------------|-------------------|
| Simmons Alley | Sunday Thru Saturday | 7 Carts |
| Long Path | Sunday Thru Saturday | 26 Carts |
| Department of Labor | Wednesday | 1 Bin |
| Tourism/Finance Parking Lot | Wednesday | 6 Carts |
| Waterfront | Sunday Thru Saturday | 11 Carts |
| Windward Passage | Sunday Thru Saturday | 7 Carts |
| Dober Elementary School | Monday Thru Friday | 5 Carts |
| Main Street/Market Square | Sunday Thru Saturday | Carts |
| Savan | Sunday Thru Saturday | 5 Bins |
| Behind Weeks Bakery | Sunday Thru Saturday | 1 Bin |
| Savan Public Carts | Sunday Thru Saturday | 32 Carts |
| Africa Hill | Sunday Thru Saturday | 1 Bin |
| Bunker Hill | Sunday Thru Saturday | 11 Carts |
| Garden Street | Sunday Thru Saturday | 41 Carts |
| All Saints School | Monday Thru Friday | 3 Carts |
| Fort Christian Parking Lot | Wednesday | 3 Carts |
| Police Complex- Jail | Tuesday Thursday & Saturday | 1 Bin |
| Moravian School | Monday Thru Friday | 4 Carts |
| Seven Day Street | Sunday Thru Saturday | Carts |
| Vester Gade | Sunday Thru Saturday | 2 Bins |
| Glass Bottle Alley | Sunday Thru Saturday | 8 Carts |
| Goat Street | Sunday Thru Saturday | 3 Carts |
| Jah Yard | Sunday Thru Saturday | 2 Bins |
| Ebenezer Garden | Tuesday Thursday & Saturday | 2 Bins |
| Bergs Home | Tuesday Thursday & Saturday | 3 Bins |
| Winston Raymo | Sunday Thru Saturday | 2 Bin |
| Madamberg | Sunday Thru Saturday | 1 Bin |
| Captain Hot Water | Sunday Thru Saturday | 2 Bins |
| Nye Norsidivej | Sunday Thru Saturday | 2 Bins |
| Boys Scout Building | Sunday Thru Saturday | 3 Carts |
| Ross Estate Polyberg | Wednesday | 45 Carts |
| 1st-10th | Wednesday | 143 Carts |
| CAHS | Monday Thru Friday | 3 Bins |
| Lockhart Elementary School | Monday Thru Friday | 1 Bin |
| Wheatly Skill Center | Monday Thru Friday | 1 Carts |
| Pearson Garden | Tuesday Thursday & Saturday | 5 Bins |
| Oswald Harris Court | Tuesday Thursday & Saturday | 4 Bins |
| Wheatly II | Tuesday, Thursday & Saturday | 2 Bins |
| Ramsey's | Sunday Thru Saturday | 2 Bins |
| Estate Thomas (Back of OHC) | Wednesday | Carts |

| Zone C | Pick Up | Bins/Carts |
|-----------------------------|-----------------------------|-------------------|
| Annas Retreat & Parry Road | Mondays | 510 Carts |
| Old Tutu (Mc Bean Area) | Mondays | 425 Carts |
| Lime Street | Wednesday | 480 Carts |
| Curriculum Center | Monday, Wednesday & Friday | 1 Bin |
| Gomez Elementary School | Monday, Wednesday & Friday | 1 Bin |
| Hidden Valley | Wednesday | 452 Carts |
| New Tutu High Rise- Turnkey | Monday, Wednesday & Friday | 3 Bins |
| Tutu Hi-Rise Ras Valley | Tuesday Thursday & Saturday | 6 Bins |
| Edith Williams School | Monday thru Friday | 1 Bin |
| Bertha C Boschulte School | Monday thru Friday | 1 bin |
| Library | Wednesday | 3 Carts |
| Smith Bay | Tuesday | 221 Carts |
| Smith Bay Public Carts | Tuesday & Friday | 5 Carts |
| Eudora Kean High School | Monday thru Friday | 3 Bins |
| Bowsky Elementary | Monday thru Friday | 1 Bin |
| Nadir Hill | Mondays | 2 Bins & 61Cart |
| Estate Nadir | Mondays | 68 Carts |
| Nadir Circle | Mondays | 16 Carts |
| Race Track Road | Sunday thru Saturday | 2 Bins |
| Bovoni Housing | Monday Wednesday & Friday | 9 bins |
| Bovoni Homes | Monday | 125 Carts |
| Cassi Hill | Tuesday | 97 Carts |
| Tutu Valley | Mondays | 297 Carts |

NOTES:

Carts include individual household carts and VIWMA carts

NOTE: Be advised that each contractor shall only be awarded (1) one zone in this contract term.

APPENDIX “B”

EQUIPMENT SCHEDULE

The following equipment will be the minimum required for the duration of the Contract.

| | <i>EQUIPMENT</i> | <i>QUANTITY</i> | <i>TYPE & DESCRIPTION</i> |
|----|-------------------------|------------------------|--|
| 1 | Rear Loaders | 2 | 20 cubic yard minimum. Adequate to accommodate receptacles and bins. |
| 2 | Backhoe | 1**** | For cleaning and clearing bin perimeter |
| 3 | Dump truck | 1 | |
| 4 | Hoist Truck | 1**** | Optional for general bulk waste removal. **** |
| 5. | Bins – 20cy | 4** | For bulk waste weekend program. **** |
| 6 | Pickup truck | 1 | |
| 7 | Roll-Off Trucks | 1** | For bulk waste weekend program. **** |
| 8 | Service truck | 1 | |

****NOTE: Backhoe and Hoist Truck may be subcontracted but must be readily available to complete binsite cleanup as noted in scope of work. Refer to Section A-27 entitled “Subcontracting”.

**NOTE: 20 cu yd. bins and Roll Off trucks may be subcontracted but must be available to provide services as needed. Refer to Section A-27 entitled “Subcontracting”.

ADDENDUM II

PAYMENT AND COMPENSATION

The Contractor (to this RFP) must submit sealed cost estimate for the following Items.

| Item | Description | Unit | Unit Cost |
|------|--|--------------------------------|-----------|
| 1. | Collection of Solid Waste from Households, Public Receptacles and Bins within each zone. Collection of Illegal or Loose Waste along roadsides, sidewalks, or public right of ways on collection routes. Zone A | Lump Sum Price per month | \$ |
| 2. | Collection of Solid Waste from Households, Public Receptacles and Bins within each zone. Collection of Illegal or Loose Waste along roadsides, sidewalks, or public right of ways on collection routes. Zone B | Lump Sum Price per month | \$ |
| 3. | Collection of Solid Waste from Households, Public Receptacles and Bins within each zone. Collection of Illegal or Loose Waste along roadsides, sidewalks, or public right of ways on collection routes. Zone C | Lump Sum Price per month | \$ |
| 4. | Bulk Waste Weekend Bin Delivery, Removal, and Cleanup Minimum 2 bulk waste 20 yd. open bins per zone per event and cleanup of site. (Additional bins may be required to accommodate quantity of bulk waste brought to site.) Any Zone (A-D) | Per Bin Haul | \$ |

1. INVOICES AND PAYMENT

The selected Contractor shall prepare and submit invoices for work performed under the contract. The contractor shall submit monthly invoices indicating the following:

- (i) Contractor's name, Tax Identification Number, Address and telephone number;
- (ii) A certified copy of the business payroll;
- (iii) A list of all equipment utilized on the job during the billing cycle;
- (iv) A list stating how many bins per day were collected from each of the assigned binsite for that reporting month,
- (v) 1-ply copies of all trip tickets for hauls of collected waste for the invoiced month to the Landfill or future Transfer Station,
- (vi) Classification of each employee working on this contract for that month; (vii) Documented issues that may have or have hindered the operations
- (viii) A summary of incident report forms submitted that month.

The monthly invoice will be paid once a proper invoice is submitted and the work is verified to have been performed to the satisfaction of the Authority.

Compensation for the particulars listed above shall be made after the Contractor submits an invoice documenting the work performed. Trip tickets that are incomplete or not approved as noted in Section 11-b "Landfill Disposal" may not be qualified for compensation. The Authority will then compensate the Contractor only up to the amount budgeted in the Contract.

2. ADJUSTMENTS

a. The selected Contractor and the Authority recognize that, many circumstances may arise which cannot be predicted or foreseen, during the life of the contract. It is the intent of this Section to set forth reasonable expectations as to the items which could produce these circumstances, and to provide a means of arriving at adjustments in payments or compensation to either or both parties to reflect the resulting cost impacts.

b. The Authority and the Contractor may, prior to 60 days of each contract year, negotiate upward or downward adjustments in the price of the contract.

c. Said negotiations may include, but not necessarily be lead to, the following situations:

- (i). Proposed changes in the level of service by the Authority or the Contractor.
- (ii). Specification of royalties for salvaging rights (see Section entitled Recyclable Solid Waste).
- (iii). Proposed changes in labor and/or equipment requirements by the Authority or the Contractor.
- (iv). Changes in laws, rules, and regulations as noted in Section "E" herein.

(v). Changes necessitated by inflation as referenced to the Consumer Price Index.

d. The adjusted proposal price resulting from said negotiations shall include compensation for all labor, equipment, and materials necessary to perform the contract as may be amended by said negotiations. The adjusted proposal price shall commence on the first day of the contract year next following negotiations, and shall continue until further agreed otherwise.

ADDENDUM III

INSURANCE

VIRGIN ISLANDS WASTE MANAGEMENT AUTHORITY LIABILITY INSURANCE SPECIFICATIONS FOR WASTE HAULERS

COMPREHENSIVE GENERAL LIABILITY INSURANCE

Coverage shall include Third Party Bodily Injury and Property Damage A Combined Single

Limit shall apply Losses shall be settled on a per occurrence basis **LIMITS OF LIABILITY**

\$2.0 Million per occurrence

REQUIRED ITEMS OF COVERAGE

(All items to carry the specified limits of liability)

Premises and Operations

Personal Injury and Advertising

Contractual Liability

Combined loss agreement

Joint Venture

Defense Costs

No reduction of policy limits in the event of a loss

60 day Cancellation Clause

REQUIRED SUB LIMITS OF LIABILITY

\$1 Million

Automobile liability

ADDITIONAL INSURED

Virgin Islands Waste Management Authority