



RFP-002-T-2021

VIRGIN ISLANDS WASTE MANAGEMENT AUTHORITY

The Virgin Islands Waste Management Authority is hereby soliciting Proposals for (RFP-002-T-2021) for the Collection of Solid Waste from Roll-On/Roll-Off Bin Sites on the Island of St. John to the Bovoni Landfill via Barge, USVI.

Prospective submitters may download the entire proposal package for their review from the Authority's website at www.viwma.org. **Interested parties must submit confirmation with contact information for the respective company to sdavid@viwma.org or jthomas-blyden@viwma.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@viwma.org , jthomas-blyden@viwma.org

Completed proposal packages will be received electronically at sdavid@viwma.org and jthomas-blyden@viwma.org on or before Monday, January 25, 2021 at 12:00 p.m. Atlantic Standard Time.

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

Roger E. Merritt
Executive Director

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

VIRGIN ISLANDS
WASTE MANAGEMENT AUTHORITY
Request for Proposal - Negotiation

RFP-002-T-2021

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 **Monday, January 25, 2021 at 12:00 p.m. Atlantic Standard Time.**

DESCRIPTION OF WORK

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

COLLECTION OF SOLID WASTE FROM ROLL ON/ROLL OFF BIN SITES ON THE ISLAND OF ST. JOHN, TO THE BOVONI LANDFILL ON ST. THOMAS VIA BARGE

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 and equipment 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 determined 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. 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 the Collection of Solid Waste From Roll On/Roll Off Bin Sites on the Island of St. John, to the Bovoni Landfill on St. Thomas via Barge

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-002-T-2021

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.

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 stated in Scope of

Services, Item #3 of the RFP. 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.

SCOPE OF SERVICES

COLLECTION AND TRANSPORTATION OF SOLID WASTE FROM ROLL-ON ROLL-OFF BIN SITES ON THE ISLAND OF ST. JOHN TO THE BOVONI LANDFILL VIA BARGE

A. SPECIFICATIONS AND RESPONSIBILITIES

1. INTENT.

The Virgins Islands Waste Management Authority (VIWMA), is requesting a five (5) year service with an additional option for two (2), one (1) year renewals. The purpose of this contract is to provide for the environmentally sound disposal of solid waste via the collection, management, and transportation of solid waste roll-off bins to and from the island of St. John, including the Susannaberg transfer station, to the Bovoni Landfill on the island of St. Thomas. All work to be done under the contract shall conform to the requirements of these specifications which are 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 well as 40 CFR Parts 243 & 258 of the Code of Federal Regulations (CFR).

Further, the objective of this contract is to ensure the public's health, welfare, and safety through the Contractor's professional practices and procedures.

It shall be the responsibility of the 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 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 Contractor shall have maximum flexibility in performing the operations within the limits established by these specifications. The Contractor, as a part of the duties contracted for, shall supply, maintain, and transport or haul filled solid waste roll-off bins from the St. John Transfer Station and unmanned bin sites to the Bovoni landfill located on St. Thomas; empty or offload the contents of the transported bins at the Bovoni landfill; and return the emptied bins to the St. John Transfer Station and to the unmanned bin sites.

2. 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.

3. INSURANCE.

The Contractor shall secure and maintain under the terms of this contract, and any extensions thereof, insurance policies which will protect the Contractor, its agents, the Authority, the Authority's employees, agents and the authorized agents and employees from claims for bodily injury, death, or property damage which may arise from the Contractor's operations under this contract, whether such operations be by the Contractor, subcontractor, or by any agent of the Contractor or anyone employed by him directly or indirectly. The policies shall be for not less than the following amounts:

MINIMUM INSURANCE REQUIREMENTS

- (a.) Worker's Compensation: Statutory Requirement

- (b.) Public Liability/Bodily Injury and Property Damage Insurance: \$1,000,000
(All items to carry the above specified limit of liability)
 - Injury or death of one person
 - Property Damage
 - Premises and Operations
 - Contractual Liability
 - Combined Loss Agreement
 - Joint Venture
 - Defense Costs

- (c.) Automobile Liability: \$1,000,000

- (d.) Additional Insured: The Virgin Islands Waste Management Authority

If excessive risks are involved, additional coverage may be required. The insurance required under (b) and (c) above shall include the Authority, its officers and employees and each of them as additional insureds except with regard to occurrences that are the result of their sole negligence. To the extent the Contractor incurs costs for payment of premiums or deductibles for occurrences that are the result of the Authority's sole negligence, it shall be reimbursed by the Authority.

The insurance required under (b) and (c) above shall provide that it is primary coverage with respect to the Contractor, the Authority and all other additional insureds.

With respect to the coverages required herein, it is agreed the insurer shall have no recourse against the Authority, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

Proof that the Authority is named as an additional insured shall be submitted to the Authority with a certified copy or other acceptable evidence of an endorsement to contractor's insurance policy naming the Authority as additional insured.

The Contractor shall be responsible for all deductibles in all of the insurance policies required hereunder.

It is further agreed that the Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this contract.

It is further agreed that failure of the Contractor to maintain the insurance required by this paragraph or to comply with any of the requirements of this paragraph shall constitute a material breach of the entire contract.

The Contractor shall not commence performance of this contract unless and until compliance with each requirement of these provisions is achieved.

The insurer shall waive under its policy any right of subrogation against the Authority which might arise by reason of any payment under this policy.

Such insurance companies and the form of insurance must be satisfactory to the Authority.

The Contractor shall ensure that all sub-contractors engaged or employed by the Contractor, carry and maintain similar insurance in light of the services to be rendered by such sub-contractors, and with limits and coverages approved by the Authority. The maintenance by Contractor in full current force and effect of such forms of insurance, in such amounts, as the Authority shall have accepted, shall be a condition precedent to Contractor's exercise or enforcement of any rights under this contract. The insurance policies shall incorporate a provision requiring written notice to the Authority 30 days prior to any cancellation, non-renewal or material modifications to the policies.

4. COLLECTION OF SOLID WASTE – BIN SITE OPERATIONS.

A. The Logistics of Bin Site Collection on St. John

The island of St. John does not have a final disposal location for municipal solid waste (MSW). As a result, all MSW and other solid wastes must be transported to the island of St. Thomas for final disposal or processing. The primary collection point for MSW on St. John is the Susannaberg Transfer Station. Several solid waste roll off bins are stationed at the facility to collect bulk waste and other waste streams. The Authority also manages a number of bin sites throughout the island for the residents to dispose of their solid waste. When the bins are filled to their rated capacity, the Contractor shall load and transport the bins to the Bovoni landfill on St. Thomas via ocean barge vessels. The bins are then to be emptied of solid waste at the Bovoni landfill's designated location and returned to St. John for another operational cycle. The transportation of the bins requires the Contractor to navigate through rural and town areas and at times along narrow and winding roads.

The collection process relative to the bin sites is challenging and complex. The bin sites are unmanned and are prone to illegal dumping activities and require daily maintenance and upkeep to maintain compliance and functionality.

Collection includes the loading, hauling, and unloading of the bins to the Bovoni landfill on St. Thomas via ocean bars vessels. Periodically, windblown or loose waste is deposited on the roadways and adjacent surfaces to the bin site. This waste also requires routine collection and removal by the Contractor.

The St. John Transfer Station Operating hours are as follows:

Monday – Saturday: 6:00am to 2:30pm

Sunday: 6:00am to 2:00pm

The St. Thomas Bovoni Landfill Operation hours are as follows:

Monday – Saturday: 6:00am to 2:30pm

Sunday: 6:00am to 2:00pm

B. Communication

The 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.

C. Health and Safety

The selected Contractor shall stipulate that he/she is aware that the operation of heavy equipment under the contract along winding or narrow roadways, 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/she 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 precautionary 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.

The Contractor shall provide job-related health and safety training immediately when an employee commences work under the contract, 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.

D. Point of Collection

The points of collection for this contract shall be the established VIWMA bin site locations identified in **APPENDIX A**, attached hereto and incorporated by reference.

E. Point of Final Disposal

The point of final disposal shall be the Bovoni landfill on St. Thomas located in Estate Bovoni unless otherwise directed by the Executive Director or his/her authorized representative. The operator of the Bovoni landfill shall specify where each bin's waste shall be deposited with respect to current landfill operations.

F. Bin Site Inspection

The Contractor shall ensure the Authority has access for territorial and federal officials at all times for inspection, tours, or any other activity as determined by the Executive Director to be appropriate.

The Authority shall inspect the Contractor's operations. 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.

G. Collection Equipment

The 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.

The 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.

All equipment used in connection with the performance of the Contractor's obligations under the contract shall be maintained by the Contractor. Where applicable to maintain warranties, 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.

In the event of failure to perform work or default by the Contractor, the Authority at its option may have the right to take possession of and operate for fair compensation the equipment being used by the Contractor for the unexpired term of the contract.

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 near the bin sites.

The Contractor shall supply the required number and adequately sized bins for assigned bin sites. An appropriate number of spare bins shall also be kept by the Contractor to ensure the correct number of bins are maintained for the bin sites at all times.

For Equipment Schedule see **APPENDIX B**, attached hereto and incorporated herein by reference.

H. Collection Personnel Requirements

The Contractor must provide and deploy personnel who are adequately trained (by Occupational Safety Health Act, or OSHA, standards) and are properly equipped to handle all types of MSW and bulk waste also as noted in the section of this contract titled

“Health and Safety”. The driver of the collection vehicle shall have a current Virgin Islands license and be knowledgeable of the full operation of his/her collection vehicle and roadways. Personnel assigned as collectors/helpers shall have proper knowledge of the safe operation of the winch/collection portion of the roll-on roll-off collection vehicle and the bins.

Due to the logistics of the collection of Solid Waste specified in this contract, each roll-off collection truck performing collection and transportation of bins shall have (at a minimum) one trained driver/operator at all times to ensure safe and reliable loading and unloading of the bins on and off the truck.

The selected Contractor shall assign personnel to perform operations during such hours that solid waste is being collected, transported and disposed of at the Bovoni landfill, as may be required to assure a smooth and efficient operation and meet the requirements of the contract.

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/her duties. Upon receipt of such a request from the Authority, the Contractor shall immediately remove the employee from the operation.

The 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 his/her authorized representative(s).

If the Executive Director or his/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.

I. Bulk Waste Disposal Days

The Contractor shall be required to provide at least 12 bulk waste collection weekends per year at the assigned bin sites. Those days shall require the placement and pick-up of two bins at the bin site for one 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 shall be located at the bin sites on Friday’s and removed on Monday’s. The Authority shall make public announcements to inform the residents of the location, schedule, and regulations for use of the bins.

A schedule of dates and proposed neighborhoods with the named zones shall be proposed by the Contractor and approved by the Executive Director.

Removal of containers shall be done with the utmost care and attention 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 penalty per bin, equal to the cost incurred by the Authority to fulfill such requirements, to be debited*

against the monthly bill submitted by the contractor. The 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.

The Contractor shall notify the Authority of illegal deposits of bulk waste, trash, and other debris at the bulk waste site on non-bulk disposal weekends via the Incident Report Form.

J. Contractor Responsibility for Route Aesthetics and Maintenance

The selected Contractor shall operate and maintain the bin sites until the end of the contract. Payment for the above shall be included in the proposal price and no additional compensation will be allowed.

The Contractor shall perform daily inspection and monitoring of all assigned bin sites to ensure the removal of all solid waste, including bulk waste, and cleaning of assigned bin sites. All assigned bin sites must be cleaned daily. All bulk waste, loose solid waste and debris shall be removed from the bin site along with the adjoining surfaces/areas within a 100 - foot radius of the bin site perimeter. Cleanup of windblown litter extending beyond the above-mentioned distance is also the responsibility of the Contractor.

Bins shall be maintained in good physical condition throughout the life of this contract. Damaged bins with holes, major dents, malfunctioning gates & latches, and/or malfunctioning guide rails and roller wheels shall be removed from service. The exterior of all bins shall also be painted every six months to maintain aesthetics. If a bin's painted surfaces experiences damage (e.g., peeling, rust, etc) from fire, chemicals, or other means, the affected area shall be treated and painted immediately to restore its appearance.

The Contractor shall ensure that all solid waste bin sites as identified in the Section titled "Point of Collection" are thoroughly cleaned and sanitized every day. Each bin shall be cleaned and sanitized each week. The cleaning of the bins at the bin site is not permitted. This process shall be performed at an approved location, such as the Contractor's operations premises.

The 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 the assigned bin sites.

The Contractor shall utilize the appropriate type of waste cover that shall cover the entire top and hang over the sides of the bin at least two feet and which must be securely fastened to prevent littering of the roadways during transportation of said loaded bins. Solid waste materials shall be secured under said waste cover and not exposed over the sides of the bins during transport to the Bovoni landfill.

The Contractor shall exchange each full bin with an empty bin to maintain the correct number of bins at the assigned site at all times.

K. Landfill Disposal

The contents of all bins must be disposed of at the Bovoni landfill. The Normal hours of operation of the Bovoni landfill are from 6:00 a.m. to 6:00 p.m. Monday through Saturday and from 6:00 a.m. to 2:00 p.m. on Sunday and major public holidays, unless otherwise notified. The Authority reserves the right to adjust landfill operational times.

Upon loading the filled bin and prior to leaving the Susannaberg Transfer Station, the Contractor's driver shall present the multiple ply trip ticket for said bin load to the Authority Supervisor on duty. The bin number, date, and departure time shall be on the trip ticket. The Authority Supervisor shall review and affix his/her signature authorizing the Contractor to leave with the listed bin.

With respect to the unmanned bin sites, the review and signature of the trip ticket by the Susannaberg Transfer Station supervisor for each departure shall not be required. Completion of the multiple-ply trip ticket with the above-mentioned information is still required prior to arriving at the Bovoni landfill scale house.

Upon entry to the Bovoni landfill the driver must present the multiple-ply trip ticket to the Weigh-Master at the scale house. The weigh-master will review and sign the invoices indicating arrival time, volume and bin ID number verification. A copy will be kept by the weigh-master who shall return the others to the driver.

The Contractor shall not collect solid waste from outside its assigned bin site while performing collection duties under the contract. Loads of solid waste presented to the weigh master shall only reflect solid waste collected from the assigned bin sites as detailed in this contract. Combining of contracted and non-contracted or private route hauls into one load/trip is not permitted.

L. Responsibilities of the Authority

The Authority shall maintain the staging sites for the bins at the Susannaberg Transfer Station.

The Authority shall contact the Contractor's designated agent when a bin is ready for transport from the Susannaberg Transfer Station.

M. Reuse or Recyclable Solid Waste

Title to all solid waste shall remain vested in the Authority when it is transported and disposed of at the Bovoni landfill, subject to the terms and conditions of this contract.

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 therefor. 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.

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 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.

N. Penalties and Additional Requirements

The Contractor shall perform daily management and cleaning of the assigned bin site and surrounding area to ensure the removal of all solid waste as noted in this contract. The bin site must be cleaned daily each collection day. Failure to comply with these requirements shall result in a fine of \$100.00 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.

The hours and days of collection will be made known to the public through the Authority's published announcements.

There shall be no collection on Sundays or the following major public holidays (New Year's Day, Easter Sunday, Independence Day, Labor Day, Thanksgiving Day, Christmas Day). The Contractor shall notify and obtain prior approval in writing from the Authority for any variance from the scheduled days and hours of operation.

The Authority reserves the right to order the 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 a three-day written notice of any scheduled changes to the Contractor.

5. EXTRA WORK.

A. 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 therefor as may be required in writing by the Executive Director, but the Contractor shall not perform extra work except upon written order from the Executive Director, and in the absence of such written order, he/she/it shall not be entitled to compensation for such extra work.

B. 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 operations and compliance modifications, the Contractor shall be allowed a rental price for each, and every hour that said tools or equipment is 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 the 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 15% for all Contractor overhead and profit.

C. 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 thereof plus 15%, plus sales tax, if any.

APPENDIX A

Points of Collection

ZONE 1

LOCATION	NO. OF BINS	BIN CAPACITY (Cubic Yards)	PICKUP FREQUENCY
Pine Peace	2	TBD	Daily
Great Cruz Bay	2	TBD	Daily
Gift Hill	2	TBD	Daily
Susannaberg Transfer Station	4	TBD	Daily

ZONE 2

LOCATION	NO. OF BINS	BIN CAPACITY (CUYD)	PICKUP FREQUENCY
Mammey Peak	1	TBD	Daily
Coral Bay	3	TBD	Daily

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	Roll-On Roll-Off Trucks	4	Suitable to safely traverse the steep terrain of St. John.
2	Backhoe	1	To collect and load bulk waste and debris on ground surface at bin site.
3	Bins – TBD	As required for assigned bin site	Must be maintained in compliance with Title 19, Chapter 56, Section 1560-203 Collection of Waste; Responsibilities and Duties