



RFP-003-T-2026

VIRGIN ISLANDS WASTE MANAGEMENT AUTHORITY

The Virgin Islands Waste Management Authority is hereby soliciting proposals for **RFP-003-T-2026 for St. Thomas Solid Waste Bin Site Management & Collection Services.**

Interested parties and prospective respondents may request the complete RFP Package for their review from the Authority by submitting a request confirmation email with contact information for the respective company to mvante@viwma.org. All questions pertaining to the scope of services to be rendered should be directed to Michael Vante, Director, Procurement & Property Division, on or before **Friday, July 31st, 2026**. Responses to questions will be forwarded in the form of an Addendum to those parties who have confirmed interest by formally requesting the bid package.

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

Responses will be submitted electronically in PDF format bearing the respective RFP Number: RFP-003-T-2026 to mvante@viwma.org on or before Friday, August 21st, 2026, at 12:00 P.M. Atlantic Standard Time.

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

***Hannibal “Mike” Ware
Executive Director***

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

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St. Thomas, VI 00802
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Request for Proposals (RFP) for

Solid Waste Bin Site Management & Collection Services on St. Thomas, USVI

July 2026
Virgin Islands
Waste Management Authority
Division of Solid Waste

St. Thomas Solid Waste Bin Site Management & Collection Services

SECTION 1: GENERAL BACKGROUND

The Virgin Islands Waste Management Authority (VIWMA) is issuing this Request for Proposals (RFP) from submitters capable of entering into a full-service agreement to provide the equipment, materials and personnel required to effectively manage and collect municipal solid waste (and potential disaster debris) from multiple VIWMA Solid Waste Bin Site locations across the island of St. Thomas, USVI. The VIWMA and the successful submitter shall enter into a mutually binding full-service Agreement addressing the topics contained in this document. The VIWMA also reserves the right to modify/expand/decrease the scope of the services in co-ordination with the successful submitter to include additional or reduced terms and conditions. Such additional or reduced terms and conditions may result in additional compensation to the successful submitter or result in a reduction in compensation.

It is understood that the information contained in the RFP and the experience guarantees and innovative approaches demonstrated therein shall be the general basis for selection of a submitter to provide these professional services. The VIWMA shall select the most qualified submitter based on a structured point scoring evaluation. The scoring evaluation shall consider each submitter's ability to perform the required services, experience and technical expertise, ability to make financial and technical guarantees, corporate resources, and in-depth and innovative approaches.

Responses for the work described herein will be received electronically in PDF format to mvante@viwma.org on or before **Friday, August 21st, 2026 at 12:00 P.M. Atlantic Standard Time**. Any bid received after the time and date specified shall not be considered.

All questions pertaining to the scope of services to be rendered should be directed to Michael Vante, Procurement & Property Director at mvante@viwma.org on or before **Friday, July 31st, 2026 at 5:00PM AST**. Responses to questions will be forwarded in the form of an Addendum to those parties who have confirmed interest.

SECTION 2: PURPOSE AND OBJECTIVES

The purpose of this solicitation is to identify, evaluate and contract with a reputable team of professionals to provide the services necessary to effectively manage and collect municipal solid waste (and potential disaster debris) from multiple VIWMA Solid Waste Bin Site locations across the island of St. Thomas, USVI.

SECTION 3: SCOPE OF WORK

Logistics of Bin Site Collection

A major component of the Authority's municipal solid waste collection strategy is the 20-cubic yard open top roll off container bin sites and convenience centers. These sites are situated throughout the island for the residents to dispose of their solid waste. When said bins are filled to

their rated capacity, the contractor loads and transports said containers to its designated location. The container is then emptied of solid waste at the designated location and returned to the field for another operation cycle. The management of these sites may include the manning of some designated bin sites during normal working hours.

The Contractor shall, as a part of the duties contracted for, supply, maintain, and transport or haul filled solid waste open top roll- off containers from the assigned bin sites to the Landfill, empty and/or offload the contents of said transported bins at the Landfill, and return said emptied bins to the bin sites as required.

Permits

The selected Contractor shall be responsible for securing and maintaining all permits applicable to the operations as are required by this Scope of Work. The Contractor shall fully comply with the provisions of all permits as required by Federal & Local Regulatory Agencies. The Contractor shall supply to the Authority a copy of all permits when received. All respondents will be required to obtain and show proof of the following permitting requirements prior to award and signing of a contract:

- Approved VIWMA Waste Haulers Permit

Collection Schedule

The hours and days of collection will be made known to the public via the Authority's published announcements and as outlined in the section titled "Points of Collection". There shall be no collection on the following major public holidays (New Years 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 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 48-hour written notice of said scheduled changes to the Contractor.

Points of Collection

The points of collection for this contract shall be the established VIWMA 20 cubic yard bin site and convenient center locations identified below:

Zone 1				
Bin Location	Waste Type	Size of Bins	# of Bins	Frequency of Pickup
Raphune Hill	Household Waste	20 Yd	2	Twice Daily

Zone 2				
Bin Location	Waste Type	Size of Bins	# of Bins	Frequency of Pickup
Solberg	Household Waste	20 Yd	2	Once Daily
Crown Mountain	Household Waste	20 Yd	1	Once Daily
Black Point Hill	Household Waste	20 Yd	3	Once Daily
Caret Bay	Household Waste	20 Yd	3	Once Daily

Zone 3				
Bin Location	Waste Type	Size of Bins	# of Bins	Frequency of Pickup
Cancryn	Household Waste	20 Yd	5	Once Daily

Zone 4				
Bin Location	Waste Type	Size of Bins	# of Bins	Frequency of Pickup
Nazareth	Household Waste	20 Yd	5	Once Daily
Havensight	Household Waste	20 Yd	2	Once Daily

Zone 5				
Bin Location	Waste Type	Size of Bins	# of Bins	Frequency of Pickup
Water Island	Household Waste	20 Yd	3	Once Per Week

VIWMA In-House Zones – Emergency Pick Up Sites				
Bin Location	Waste Type	Size of Bins	# of Bins	Frequency of Pickup
Mandahl Convenience Center	Household Waste	20 Yd 40Yd	1 Bin 1 Compactor	Twice Per Week
Brookman Road	Household Waste	20 Yd	4	Six (6) Per Day
Nadir	Household Waste	20 Yd	3	Once Per Day
Thomasville	Household Waste	20 Yd	1	Once Per Day

Points of Final Disposal

The point of final disposal shall be the Landfill or as otherwise directed by the Executive Director of the Authority. The operator of the Landfill shall specify where each bin's waste shall be deposited with respect to current landfill operations.

Bin Site Aesthetics & Maintenance

As the Virgin Islands is a primary tourist destination, it is the responsibility of the selected contractor to maintain the bin site locations in a manner considered acceptable to the local public and visitors. The contractor shall perform daily inspection and monitoring of all assigned bin sites to ensure the removal of all solid waste and cleaning of assigned bin sites. All assigned bin sites must be cleaned by 2:00PM each day.

All loose solid waste shall be removed from the bin site and the adjoining surfaces/areas within a 150-foot radius of the bin site perimeter. 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. Cleanup of windblown litter extending beyond the above-mentioned distance is also the responsibility of the contractor.

Vector & Disease Control

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 the assigned bin sites.

Bin Coordination & Identification

The Virgin Islands Waste Management Authority signage shall be stenciled on bins for a professional appearance. This signage shall be situated in the upper front left and right sides of each bin.

The letters and numbers on the above signage shall be OSHA safety yellow. **Containers bearing the VIWMA acronym shall be used exclusively for this contract and must be approved by the Executive Director.** Signage shall read as follows with the respective letter sizes:

VIWMA = 8" letters
Container Number xx= 4" letters & numbers
20 CUYD = 4" letters & numbers

Bin Maintenance & Sanitation

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

The selected Contractor shall ensure that all solid waste bin sites as identified in the section titled "Points of Collection" are thoroughly cleaned and sanitized every day. Each bin shall be cleaned and sanitized each week. The cleaning of the containers at the bin site is not permitted. This process shall be performed at a VIWMA approved location such as the contractor's operations premises.

VIWMA Bin Site Inspection

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

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. These inspections will occur at random **at least once every 4 months**. The contractor will be required to sign a Bin Site Inspection Form acknowledging any observations and necessary follow up.

Illegal Dumping

Bulk and other wastes are illegally deposited at the site outside of the stationed twenty (20) cubic yard containers by the public and require immediate removal by the contractor to the Landfill. The awarded vendor is required to remove this waste from the bin site on Monday and Friday of each week to ensure the proper maintenance and upkeep of the site. The size bin to be used for collecting this illegal dumped waste will be determined by VIWMA staff and communicated to waste hauler.

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 the roll off collection truck will be used for many more years on the island.

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.

The selected Contractor shall utilize the necessary equipment to carry out the contract. The Authority shall have no interest in ownership of the equipment.

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 awarded contractor must certify all vehicles and equipment to be used during the life cycle of the contract with the VIWMA and other regulatory agencies.

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 the onsite contractor's office and be available for inspection.

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).

The Contractor shall supply the required number of 20 cubic yard bins and other necessary equipment for their assigned bin sites. Spare bins shall also be kept to maintain the correct number of bins at the bin site at all times.

Respondents are required to submit a full list of all equipment available for use throughout the lifecycle of this contract within the RFP submission.

Truck & Bin Certification

In the event of an All-Hazards Event, the VIWMA may require the use of Bin Site Haulers in debris removal operations. To process reimbursement in a timely manner, The VIWMA **may be required** to ensure that every truck, trailer and bin to be potentially used in debris removal operations is measured and documented on a Truck Certification Form (Figure B-5). Knowing the hauling capacity of each truck and bin is necessary because debris, specifically vegetative debris, is often hauled and billed by volume. Accurately capturing all truck capacity information and driver profile information is important.

Truck documentation should include all trucks to be used. A Truck Certification Form allows the debris monitor to identify the truck itself and its hauling capacity in a standardized manner. The following information should be documented:

- Capacity of hauling bed (CY)
- License plate number
- Truck identification number assigned by the owner
- Brief physical description of the truck
- Photographs

Determining an accurate capacity for each truck and bin is important. Refer to Truck Certification Form Calculation Instructions for additional information.

The information on the Truck Certification Form should be entered into a database by VIWMA staff. Copies of the Truck Certification Form should be on file with the VIWMA and kept in the truck throughout the operational period. Recertification of the hauling trucks on a random and periodic basis should be implemented for contract compliance and reimbursement considerations.

The selected Contractor may be required to meet with a VIWMA Representative and FEMA/VITEMA Public Assistance Representative to certify all trucks, bins and trailers to be used during the life cycle of this Hauling contract.

Collection Personnel

The driver of the collection vehicle shall possess a current Virgin Islands Driver's License and be knowledgeable of the full operation of their collection vehicle. Personnel assigned as collectors/helpers shall have proper knowledge of the safe operation of the winch/collection portion of the roll-off collection vehicle and the containers.

Due to the logistics of the collection of Solid Waste specified in this scope, each roll-off collection truck performing collection and transportation of containers shall have at least one (1) trained driver/operator at all times to ensure safe and reliable loading and unloading of the containers 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 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 duties. Upon receipt of such a request from the Authority, the Contractor shall immediately remove the employee from the operation.

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).

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.

Transportation of Waste from Bin Sites to Landfill

The Contractor shall utilize the appropriate type of waste cover that shall cover the entire top and hang over the sides of the containers at least two (2) feet and which must be securely fastened to prevent littering of the roadways during transportation of said loaded containers. Solid waste materials shall be secured under said waste cover and not exposed over the sides of the containers during transport to the Landfill.

The Contractor shall exchange each full container with an empty container to always maintain the correct number of containers at the assigned site.

Route Aesthetics & Maintenance

The awarded contractor is responsible for maintaining the route aesthetics during the transportation of the bins from the bin site to the landfill. **In the event a filled bin does not have adequate cover and waste is littered along the roadway, the hauler is required to collect the waste from the roadway within two (2) hours of the incident.** In the event a truck carrying a loaded bin arrives at the landfill without the required waste covering, the Hauler will be fined \$1,000.00 per incident by the Enforcement Division.

Landfill Disposal

The contents of all containers must be disposed of at the landfill or designated locations. The Authority reserves the right to adjust Landfill operational times.

The contractor's driver/operator shall complete a multiple-ply trip ticket for each container that is delivered to the landfill for disposal. The container number, date, and departure time shall be on said trip ticket. Upon entry to the 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 weight, and bin ID number verification. A copy will be kept by the Weigh-Master who shall return the others to the driver.

The selected contractor will be required to submit a full list of all accepted load tickets with ALL invoices to ensure adequate and timely payment. Invoices WILL NOT BE PAID without the associated Weight-Master signed trip ticket.

The selected Contractor shall not collect solid waste from outside their assigned bin site/s 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 above. Combining contracted and non-contracted or private route hauls into one load/trip is not permitted.

Bulk Waste Disposal Days

The selected Contractor shall be required to provide at least twelve (12) bulk waste collection weekends per year at specific bin sites. Those days shall require the placement and pick-up of two 20-yd containers at said identified bin site for one (1) weekend each month. One container shall be for metallic waste and the other for non-metallic waste (e.g. mattresses, furniture, etc.) The

containers must be clearly marked **‘For Bulk Waste Only’** and would be in the named zones on Saturday and removed on Saturday afternoon; as well as placed on Sunday and removed on Sunday afternoon. The Authority shall make public announcements to inform the residents of the location, schedule, and regulations for use of said containers. A schedule of dates and proposed bin sites with the named zones shall be provided by the VIWMA to be reviewed and agreed upon by the Contractor.

Removal of containers shall be done with utmost due care and attention to avoid injury to persons or damage to property or impeding the free flow of traffic in the zone. **Failure to comply with these requirements shall result in a fine of Five Hundred Dollars (\$500.00) 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.

The selected Contractor shall notify the Authority of illegal deposits of bulk waste, trash, and other debris at the bin site in their assigned zone/s when the bulk waste collection function is inactive via the Incident Report Form.

Inability to Complete Services

The selected contractor must include within their proposal an Service Engagement Back-Up Plan that addresses any potential issues regarding non-functional equipment or personnel issues related to completing the requested services. The Back-Up Plan should include procedures for potentially engaging other contractors to support the need.

If the selected contractor is unable to provide the services due to non-functional equipment or personnel issues, the selected contractor is still responsible for completing the hauling of filled bins. The contractor must make arrangements to ensure the bin is emptied within the allotted timeframe or else fine equal to the contractor’s Daily Hauling Rate will be imposed on the Contractor as determined by Solid Waste and Enforcement Team.

Communication

The selected Contractor shall provide cellular phone and/or radio communication for his purposes on the tractor trailer vehicles at his own expense. Vendors should supply within their proposal a list of means of communication for all leadership and personnel to be engaged in the work to be performed. 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.

Health & Safety

The selected Contractor shall stipulate that they are aware that the operation of heavy equipment under the contract which is near seacrafts, 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.

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. The Contractor shall furnish all safety measures; and work areas must be kept clean and completely secured. The Contractor must comply with all OSHA regulations of 29 CFR 1926.

Responsibilities of the Authority

The Authority shall do its best to accommodate the Contractor's delivery of full bins at the Landfill or designated locations.

All Hazard Events - Procedures

In the event of an All Hazards Event, the selected Contractor will be responsible for engaging with the VIWMA, Federal Partners, other GVI Entities, as well as other disaster-related contractors engaged during the recovery.

When a disaster declaration has been issued, the VIWMA will activate its All-Hazard Event Protocol as follows:

- The selected contractor will be required to provide an additional set of bins to be transported to previously identified VIWMA Bin Sites.
- Prior to a storm, the VIWMA will review bin site locations to determine any necessary maintenance or grading to the site in preparation for the heavily weighted trucks transporting debris from the bin sites to the Debris Management Site or Landfill.
- Once the all hazard event has occurred, and a disaster declaration has been issued by the Governor of the Virgin Islands, VIWMA will activate its All-Hazards Event Protocol to address the influx of debris transported to the bin sites by the general public.
- In addition to the bins that are located at each site for daily collection of municipal solid household waste, the vendor will be required to provide additional bins for debris collection at the bin sites. Both municipal solid household waste and debris will be collected during an all-hazards event. These two waste streams must remain separate and apart during the collection process.
- The VIWMA will issue a notice to proceed to the awarded vendor. The vendor is responsible for providing 5 additional 30/40-yd bins at pre-determined bin sites that are to be color coded to streamline the collection of the following debris types:

Waste Type	Bin Rim Color	Bin Size
Scrap Metal	Blue	30-Yd Bin
White Goods	White	40-Yd Bin
Green Waste	Green	30-Yd Bin
Bulk Waste	Brown	40-Yd Bin
Construction Debris	Red	30-Yd Bin

- Due to the size of expected white goods and bulk waste; following an all-hazards event, the awarded vendor will be responsible for managing the Bin Site, and for identifying space (aside from the 9 required bins) for the public to place large debris to be later dumped into the specifically identified waste stream bin using a backhoe.
- Prior to a full bin leaving the bin site, the Hauler will be required to collect a complete Trip Ticket signed by the VIWMA Monitor. **This ticket will be necessary for invoicing and payment of all debris collection activities. No invoices will be approved or paid for loads that do not have a supporting trip ticket for verification by VIWMA.**
- If a Debris Management Site is activated post disaster, the Hauler is responsible for bringing all debris to the Debris Management Site and must receive instruction from the Debris Site Monitor & VIWMA Attendant on what areas of the site, specific debris types are to be offloaded.
- If a Debris Management Site is not activated post disaster, the Hauler is responsible for bringing all debris to the Landfill and must receive instruction from the VIWMA Monitor & Scale House Attendant on what areas of the landfill specific debris types are to be offloaded. This debris is not to be mixed with non-disaster related debris and requires quantification by FEMA/VITEMA/VIWMA prior to mixing with non-disaster related waste/debris at the Landfill.

Penalties

The selected Contractor shall perform daily management and cleaning of the assigned bin sites and surrounding area 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 bins sites must be cleaned by 2:00 PM. each collection day.** Failure to comply with these requirements shall result in a fine 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" will be issued by the Authority and be placed in the Contractor's records.

Unacceptable Waste Procedures

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.

The contractor should report any unacceptable waste procedures within 24-hours of discovery. The failure of the Contractor to timely alert the Authority of a discovery of unacceptable solid waste procedures 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 the above language.

SECTION 4: KEY PERSONNEL & MINIMUM QUALIFICATIONS

Each proposal shall describe the organizational structure of the proposed team. At a minimum each proposal shall include:

1. An organization chart showing the reporting responsibilities and organization of all Key Personnel, other staff to be assigned and subcontractors.
2. Key Personnel job descriptions and reporting responsibilities, an identification of all individuals performing functions of Key Personnel who meet the minimum qualifications of each key role.
3. Curriculum Vitae (CV) for all key personnel

4.1 Key Personnel Replacement

Key Personnel are those Contractor personnel considered to be essential to the performance of the contract. No changes in Key Personnel will be made unless the Contractor can demonstrate that the qualifications of prospective replacement personnel are equal to or better than the qualifications of the Key Personnel being replaced. All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. VIWMA reserves the right to re-evaluate the selection of any respondent if one or more key personnel are replaced within the first six months of contract performance. VIWMA shall be notified in writing of any proposed substitution at least thirty (30) days in advance.

Such notification shall include:

- a. An explanation of the circumstances necessitating the substitution.
- b. A complete resume of the proposed substitute.
- c. And any other information requested by VIWMA to facilitate evaluation of Contractor's substitution request. VIWMA reserves the option of reviewing, re-evaluating and rescoring Contractor's response to this solicitation and further reserve the option of invalidating the Contractors' response to this solicitation due to excessive substitutions.

4.2 Minimal Professional Qualification Requirements

This section requires the submitter to provide adequate information to exhibit its qualifications and ability to meet the standards of experience and financial capability to be considered qualified. The VIWMA, in its sole discretion, shall decide if a submitter meets the standards. Details of each submitter's experience and financial ability will be assessed at all levels, including the fiscal and the experience and strength of the submitter's parent company, if any. The specific selection criteria are outlined in **Section 16**.

The submitter must:

1. Have been in business for a minimum of five (5) years prior to the submission of this proposal.
2. Furnish liability and property damage insurance of not less than \$1,000,000.00 combined single limits for bodily injury, wrongful death, and property damage. Proof of coverage must be provided prior to the issuance of the related contract. The VIWMA shall be the additional named insured.
3. Demonstrate specific experience of providing full-service operations services with public agencies or VIWMA or of entering into a full-service agreements in the Virgin Islands, or in other municipal jurisdictions.
4. Describe submitter's breadth of knowledge and resources which would be brought to bear on the VIWMA project should the submitter be the successful contractor.
5. Demonstrate experience in the management, collection and transport of municipal solid waste. The submitter must identify specific projects or previous work experience where such services were provided and the results of such services.
6. Have specific experience which exhibits the submitter's ability to evaluate, recommend and implement corrective and/or affirmative actions to improve the functionality of the VIWMA's current collection strategy.
7. List any pending litigation or bankruptcies, any environmental litigation and any judgments entered against the submitter in the last 5 years.

SECTION 5: SERVICES TO BE PROVIDED BY THE SELECTED AWARDEE

The submitter must provide the following services:

1. Provide bin site management and collection services for assigned bin sites.
2. Complete a truck and bin certification form for all trucks and bins to be engaged throughout the life cycle of this contract.
3. Clean and maintain aesthetics of assigned bin site locations everyday by 2:00PM.

4. Remove all bulk waste and loose solid waste from the bin site and the adjoining surfaces/areas within a 100-foot radius of the bin site perimeter.
5. 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.
6. Ensure each bin shall be cleaned and sanitized each week. This process shall be performed at a VIWMA approved location such as the contractor's operations premises.
7. Provide bin identification signage on each assigned bin to ensure adequate tracking.
8. Provide collection services for illegally dumped bulk waste at assigned bin site locations.
9. Maintain all equipment used relating to the performance of the Contractor's obligations under the contract.
10. Transport all filled solid waste bins to the Bovoni Landfill, and debris bins to the assigned Debris Management Site, using the required cover.
11. Collect any waste strewn along the transportation route within 2 hours of incident.
12. Provide the necessary bins and collection services on Bulk Waste Only Service Days at assigned bin site locations.
13. Engage in outlined All-Hazards Event Protocol with direction from VIWMA Leadership.
14. Appropriately track and manage the trip-ticket collection process for each emptied bin, provide adequate documentation throughout the invoice process, and engage with the VIWMA to address processing questions as needed. **All invoices must be submitted electronically via pdf. format**
15. Provide operational and safety training, as well as any necessary forms of communication for all staff to be engaged in the work to be completed.

SECTION 6: USE OF SUBCONTRACTORS

VIWMA shall have a single prime Contractor as the result of any contract negotiation, and that prime Contractor shall be responsible for all deliverables specified in the RFP and proposal. This general requirement notwithstanding, Respondents may enter into subcontractor arrangements, however, shall acknowledge in their proposals total responsibility for the entire contract.

If the proposer intends to subcontract for portions of the work, the Proposer shall identify in its proposal any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. The documentation required of the prime Contractor is also required for any subcontractor. The prime Contractor shall be the single point of contact for all subcontract work. Every subcontract shall incorporate and follow the terms of the contract between the prime Contractor and VIWMA. Unless provided for in the contract with VIWMA, the prime Contractor shall not contract with any other party for any of the services herein contracted without

the express prior written approval of VIWMA. The prime Contractor shall be responsible for fulfillment of all terms of contract, timing, and payments to subcontractors regardless of funding provided by VIWMA.

The prime Contractor should include in the proposal an executed statement from each subcontractor affirming the following: "I have read and understand the RFP and final version of the proposal submitted by (Proposer)."

SECTION 7: CONTRACTOR RESPONSIBILITIES

7.1 Record Keeping and Reporting

The Contractor shall be required to maintain electronic and written records of all documents, correspondence, submittals, applications, and all other computer records of activities related to the contract. The Contractor's records shall be open for VIWMA inspection at any time during the Contractor's normal business hours, and the VIWMA reserves the right to perform spot monitoring of the Contractor's operations. VIWMA may also request copies of any record during the Contractor's normal business hours.

The Contractor shall keep on site at all times copies of the following:

- all permits and licenses shall be posted as required by applicable laws.

Except as noted here, all reports will be provided in written and electronic (digital) form and provided in hard copy and on a computer storage medium, using software approved in writing by the WMA. The Contractor will be required to immediately report any properly contain spills of fuels, lubricants or any hazardous liquids to the VIWMA and Local (DPNR) and Federal Regulatory Agencies (EPA), in accordance with their reporting requirements. The Contractor will be liable for any fines resulting from such spills and shall be responsible for the mitigation of the area of the spill.

7.2 Health and Safety

The Contractor shall be responsible for complying with all laws and regulations associated with worker health and safety, for providing workers adequate training in safety and operations, and for maintaining a drug-free workplace. The training shall include training to handle spills of fluids and hazardous materials, fire, explosion, earthquakes, hurricanes, excessively heavy rain events and other natural events or disasters.

7.3 Non-Discrimination

The Contractor shall be responsible for complying with all laws and regulations associated with fair hiring practices, the creation of a non-discriminatory workplace and appropriate termination procedures.

The Contractor shall make all possible efforts to subcontract, hire and/or retain the services of Virgin Islands based businesses, corporations and individuals. The VI Department of Labor

currently holds a listing of individuals seeking employment and should be consulted first to fill any vacant positions both at start up and throughout the life of the contract.

7.4 Business Considerations

The submitter must discuss its position on such business issues as assumption of risk, repair and replacement of operating equipment, capital improvements and guarantees.

7.5 Contract Agreement

The WMA will prepare the contract agreement upon successful negotiations with selected submitter. However, a summary of some of the general provisions the WMA will require in any final Professional Services Contract are as follows:

- The contract may be funded, in part, by FEMA. Therefore, funding and payment of the contract will be based on requirements and availability of the FEMA funds by VIWMA. The selected Respondent is responsible for submitting all required documentation for payment to VIWMA. The selected Respondent is responsible for preparation and submittal of an application for payment and invoice, based upon a mutually agreed Schedule of Values (“SOV”). After the notice to proceed is issued, all subsequent contract payments will be based upon work completed. The selected Respondent shall allow enough time for the VIWMA to review and process payment requests.
- Each respondent must submit a valid CAGE number that is actively registered on SAM.GOV <https://www.sam.gov/SAM/pages/public/index.jsf>
- The Scope of Services to be rendered by the contractor.
- A provision for liability for the payment of fines and/or civil penalties levied against the contractor and/or the VIWMA by any regulatory agency having jurisdiction, as a result of failure to comply with the terms and conditions of any duly authorized permit, court order, administrative order, law, statute, ordinance, or of this contract, or for failures resulting from the contractor’s negligence during the period of the contract.
- A provision for indemnification of VIWMA, its agents, officers, assigns and employees from any loss or liability for claims, damages, lawsuits resulting from the contractor’s negligence and breaches during the period of the contract.
- A provision for comprehensive liability insurance policies including the WMA as an additional insured for bodily injury and/or property damage in an amount of not less than one million dollars (\$1,000,000); a certificate of such insurance shall be submitted to the WMA upon execution of the contract.
- A provision for the contractor’s payment of all taxes and charges, including unemployment insurance premiums, excise tax, gross receipt, social security, etc.
- A provision that the contractor shall provide a sufficient number of qualified personnel, including management, administrative, operational, technical, and clerical, who meet

relevant legal requirements and industry standard experience regarding bin site management and collection services and invoice and payment processing.

- A provision that the contractor shall provide effective site management that odor and dust shall be effectively controlled, and that no avoidable disruption of adjacent neighborhoods shall result.
- A provision for the term of the Contract between the VIWMA and the contractor to be forty-eight (48) months from said effective date. The contract will also have one two-year contract extension option.
- A provision for the termination of the contract if the level of performance is unsatisfactory to VIWMA.

7.6 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 fifteen (15) 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 or further extended for an additional period by agreement of the parties in writing. The Contract will also have one two-year contract extension option.
- 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.

7.7 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.

7.8 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.

7.9 General Federal Grant Requirements & HUD General Provisions

Because the contract is being funded in part with federal funds, the contract shall be governed by certain federal terms and conditions for federal grants, such as the Office of Management and Budget's ("OMB") applicable circulars and required federal contract clauses per 2 CFR Part 200 Appendix II (**Appendix I**). Respondent shall provide a description of experience with such grant requirements and affirmatively represent and certify that the respondent shall adhere to any requirements of applicable federal requirements. Any funds disallowed by any federal government entity shall be disallowed from fee or compensation to contractor.

7.10 Davis Bacon Act (DBA) 1931

Contractor shall be responsible for maintaining weekly certified payroll records which must include:

- Any wages paid to employees.
- Employee's name
- Last four digits of the employee's Social Security number
- The number of hours worked each day, and number of hours worked for the week.
- Employee's hourly rate of pay.
- Employee's job classification
- Any fringe benefits paid to employees.

During a week of no work, the payroll reporting form must be submitted the usual way with the insertion "NO WORK PERFORMED THIS WEEK" and "FINAL" on the last invoice.

The Act requires that contractors pay the prevailing wage, according to their skills, to their workers; failure to comply shall be reason for withheld payments, contract termination, and debarment from future federal contracts for up to three years.

7.11 Conflict of Interest

A submitter filing a proposal shall certify that no officer, agent or employee of WMA has a pecuniary interest in the proposal or has participated in contract negotiations on behalf of the Submitter; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Submitter for the same Request for Proposals; and that the Submitter is competing solely on its own behalf without connection with, or obligation to, any undisclosed person or firm.

A Respondent must also disclose any existing contractual work for the Territorial Government, whether directly or through a parent company, subsidiary company or associated company or independent contractor(s) hired by respondent; identify any potential conflict of interest, and must certify that Respondent nor any parent company, subsidiary company or associated company or contractual/independent contractor(s) hired by respondent has assisted with preparing this RFP.

SECTION 8: ELIGIBILITY REQUIREMENTS

8.1 Licensing Requirements

A contract will not be issued, nor a Notice to Proceed given, to any firm or individual doing business in the Virgin Islands to perform work with the VIWMA until documentary evidence is submitted that said firm or individual has a valid **V.I. Garbage Removal Business License**. If a contractor does not have the Business License prior to proposal submittal, documentation must be submitted with the proposal showing the Vendor has submitted the required documentation to receive the License from VIDLCA. Submitters must submit a copy of a valid V.I. business license within ten (10) working days after award of the contract. Failure to provide the required documentation within the allotted time frame shall result in vendor disqualification.

All Submitters bidding as Joint-Ventures which do business in the Virgin Islands must be licensed as a Joint-Venture in the Virgin Islands.

8.2 Requirements of Legal Entities

Respondents that are corporations, partnerships, or any other legal entity, domestic or foreign, shall be properly registered to do business in the area in which they are incorporated at the time of the submission of their responses to this RFP. Such respondents shall attach a certificate of good standing from the Secretary of State in the area in which they are incorporated in their proposals. Upon contract execution, the successful Respondent will show evidence of its applications to obtain any required licenses or certificates required to do business in the USVI.

8.3 Required Documents

The successful respondent will have ten (10) days from the day of notice of selection is received to submit the following documents:

- A. **Corporate Documents** - The successful respondent will be required to provide a copy of their Corporate Documents.
 - a. Provide a Copy of Corporate Documents
 - i. Corporations
 - 1. Copy of Articles of Incorporation
 - ii. Limited Liability Company (LLC)
 - 1. Copy of Articles of Organization
 - 2. Copy of Operating Agreement
 - iii. Sole Proprietor
 - 1. Copy of Trade Name Certificate
- B. **Letter of Good Standing of Corporation or Certificate of Existence if LLC** – The successful respondent will be required to provide a copy of their Letter of Good Standing or Certificate of Existence. A copy of the receipt that demonstrates evidence of filing the company's Annual Report of June 30th of the current Year from the Office of Lieutenant Governor will be acceptable as well.

- C. **Workman's Compensation Insurance** – The successful respondent will be required to provide proof of Workman's Compensation Insurance.
- D. **Liability & Property Damage Insurance** - The successful respondent will be required to obtain and have in place Liability Insurance in an amount not less than **\$1,000,000.00** combined single limits for bodily injury, wrongful death, and property damage. Proof of coverage must be provided prior to the issuance of the related contract.
- E. **Automobile & Truck Public Liability, Bodily Injury & Property Damage Insurance**- The successful respondent will be required to obtain and have in place Liability Insurance in an amount not less than **\$100,000.00** combined single limits for bodily injury, wrongful death, and property damage. Proof of coverage must be provided prior to the issuance of the related contract.
- F. **Social Security Number (SSN) or Employer Identification Number (EIN)** - The successful respondent will be required to provide an official copy of their SSN or EIN.
- G. **CAGE Number** – The successful respondent will be required to submit a Valid CAGE Number that is actively registered on SAM.GOV
<https://www.sam.gov/SAM/pages/public/index.jsf>
- H. **VI Business License** – The successful respondent will be required to submit proof the said firm or individual has a valid **V.I. Garbage Removal Business License** to do similar business in the Virgin Islands.

8.4 Workers' Compensation

Within ten (10) working days after notification of proposal acceptance, the successful submitter must provide a copy of their certificate indicating that the firm and its agents are covered by Workmen's Compensation Insurance.

THESE DOCUMENTS WILL BE REQUIRED PRIOR TO ISSUANCE OF A CONTRACT.
FAILURE TO PROVIDE THE CERTIFICATES WITHIN **TEN (10) WORKING DAYS** AFTER NOTIFICATION OF ACCEPTANCE OF SUBMITTER'S PROPOSAL MAY RESULT IN THE PROPOSAL BEING DEEMED AS NON-RESPONSIVE AND THE SUBMITTER MAY BE IMMEDIATELY DISQUALIFIED WITH NO FURTHER CONSIDERATION GIVEN FOR POTENTIAL AWARDING OF THE CONTRACT.

SECTION 9: PROPOSAL SUBMITTAL FORMAT

The proposal must contain the following:

1. Package 1

1. Respondent's Cover Letter & Executive Summary
 - b. Relevant information as described
2. Required Documents & Enclosure Documents
 - a. Enclosure Documents A, B, C, D, E
 - b. Copy of Corporate Documents (as outlined)

- c. Certificate of Good Standing
 - d. Copy of Valid VI Business License (or proof of pending approval)
 - e. Copy of Valid Cage Number from Sam.gov
 - f. Workman's Compensation Insurance
 - g. Liability & Property Damage Insurance
 - h. SSN or EIN Number
- 3. Key Personnel
 - a. Organizational Chart (Prime & Sub-Contractors w/ % of work to be completed)
 - b. Staffing & Management Plan (Local & Off-Island)
 - 1. DBE & M/WBE Engagement
 - c. Qualifications
 - 1. Evidence of Meeting Professional Qualification Requirements
- 4. The Proposal
 - a. Project Approach & Methodology
 - 1. Describe how you will approach this project and availability to perform the services requested
 - b. Contract Management & Quality Control Plan
 - d. Contractor Responsibilities
 - 1. Confirm willingness/ability/method for adherence to Section 9
- 5. Past Project Experience
 - a. List of completed projects of similar type and estimated cost of each.
 - b. Current projects underway
 - 1. Include scope; percentage completed to date and estimated cost of each
 - c. Project References
- 2. Package 2
 - 1. Cost Proposal Submittal (under separate cover/pdf. document)
 - a. Enclosure Document F

SECTION 10: PROPOSAL SUBMITTAL CONTENT

Except for specialized charts, drawings, or figures, all pages will be 8.5 x 11-inches with 1-inch margins and a minimum of 12-point font. *Total proposal length shall not exceed 75 pages, including statement of qualifications, technical and cost proposals.*

Supporting material such as corporate brochures and equipment descriptions will not be counted in the 75 pages. The cover page of the proposal must include the title of the proposal and indicate that the proposal is in response to the "Request for Proposals for"

St. Thomas Solid Waste Bin Site Management & Collection Services

and shall include an individual's name and title representing the submitter as a point of contact (with addresses, phone and fax numbers, and email addresses), and the name, title, signature, and contact information of someone in the submitter's organization with the authority to bind the organization (See RFP cover sheet in *Enclosure Document A*).

Normal business hours for the VIWMA Division of Procurement and Property are **8:00 a.m. to 5:00 p.m. Atlantic Standard Time**, (no daylight savings time). Therefore, submitters shall be responsible for delivery of their proposals to the VIWMA Division of Procurement and Property

before the date and time set for the closing of this RFP.

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

Main Package (Labeled “Technical Proposal”) PDF Email attachment to include:

10.1 Email/Package 1

10.1.1 Respondent’s Cover Letter

- The cover letter should be on the company’s official business letterhead with contact information and must be signed by an officer of the organization that is authorized to bind the company contractually to all the commitments made in their submittal.
- The letter should acknowledge the receipt of all addenda.
- Should include at a minimum, a commitment by the submitter, if selected, to enter into good faith negotiations with the VIWMA.
- It shall state, if awarded the contract, that the firm will be solely responsible for all aspects of the engagement including any portion that may be performed by its subcontractors, if any.
- Must be submitted with a Board Resolution giving said officer signatory authority.
- It should make a positive commitment to perform the work required as specified to industry standards of workmanship and in a professional manner.
- It should also state that the bid package will remain in effect for a period of 90 days from the submission deadline and thereafter, until the firm withdraws it, or a contract is approved and executed, or the procurement is canceled, whichever occurs first.
- Confirmation that the firm has not engaged in any unethical practices within the past five (5) years.
- The Proposer must also disclose, and identify, any existing contractual work for the Territorial Government, whether directly or through a parent company, subsidiary company or associated company or independent contractor(s) hired by respondent; identify any potential conflict of interest, and must certify that respondent nor any parent company, subsidiary company or associated company or contractual/independent contractor(s) hired by respondent has assisted with preparing this RFP.

10.1.2 Executive Summary (separate from Cover Letter)

- Provide a summary including a description of the respondent’s mission, and an explanation of the types of services the respondent provides that relate to this RFP.
- Provide a summary including a description of the respondent’s mission, and an explanation of the types of services the respondent provides that relate to this RFP.
- A summary of the Respondent's qualifications.
- A brief statement of the Respondent's understanding of the scope of work to be performed.

- Ability to meet the overall requirements in the timeframes requested by VIWMA.
- A brief statement reflecting the Respondent's understanding of the scope of work to be performed.
- Confirmation that the Respondent has any appropriate state business license(s) required for this proposal, or, if allowed by law, will obtain such business license.
- Confirmation that the Respondent has not had a record of substandard work within the past five (5) years.
- Confirmation that the Respondent has not engaged in any unethical practices within the past five (5) years.
- Confirmation that, if awarded a contract, the Respondent acknowledges its complete responsibility for the entire contract, including payment of all charges resulting from the contract.
- Confirmation that Respondent has adequate financial resources for performance or can obtain such resources as required during performance.
- Has a written agreement with any person or subcontractor listed in the proposed project staff or team.
- Provide a brief statement describing the adequacy of the Respondent's financial capacity to handle the requirements of this RFP.
- Any other information that the Respondent feels appropriate.
- Briefly describe any significant changes to the management and/or structure of the respondent that are related to the work contained in this RFP, including any mergers that occurred in the last five (5) years.

10.1.3 Required Documents & Enclosure Documents

- **RFP Cover Letter** – Complete **Enclosure Document A**.
- **Non-Collusive Affidavit** – Complete **Enclosure Document B**. The form must be notarized.
- **Debarment Certification Form** – Complete **Enclosure Document C**. The form must be notarized.
- **Contractor's Qualifications Statement Form** – Complete **Enclosure Document D**. For the Reference Section of the form, provide three (3) references for the most recent, relevant work comparable to the scope requested in this RFP and who would be willing to discuss your company's competency and performance must be provided. If you currently have more than three (3) references, a client listing with contact information should be provided as well. At a minimum, one of the three (3) references must be for the prime Contractor.

- **Contract Document Checklist Form** – Complete **Enclosure Document E** and submit your current Business License. For this section, Respondent must provide evidence that the company is licensed to provide the requested services. The Business License must be relevant to the Scope of Work for this solicitation.
- **Corporate Documents-** Provide corporate documents as outlined in Section 10.3

10.1.4 Key Personnel

10.1.4A Organizational Chart

- Respondent shall submit an organizational chart detailing the identity of each staff member who shall perform the services required under this contract. Specifically identify people currently employed by the Respondent who will serve in key roles listed in the organizational chart.
- In addition, for any staffing functions for which specific roles have not been provided in this RFP, the respondent should submit a list, describe, and discuss.
- Address the need for specific roles to perform certain functions and provide an organizational chart that shows how and by whom these functions will be performed.

10.1.4.B Staffing Plan

- The Respondent should demonstrate their ability to adequately staff and scale each functional area to maintain agreed upon service levels from initial start- up and throughout the life of the Program.
- The Respondent's staffing plan shall specifically include the required number of personnel, role and responsibilities of each person on the project, their planned level of effort, their anticipated duration of involvement, and their on- site availability.
- Clearly identify the number of staff that will need to be hired, the process for hiring them, and how they will be trained. Indicate if any work will be subcontracted to other partners.

10.1.4C Qualifications

- Provide a summary of the types of services the Respondent offers that relate to this RFP.
- Provide details on any previous experience with related disaster recovery services.
- Proposals must demonstrate that the respondent has each of the necessary minimum qualifications listed in this RFP and is able to carry out each of the specific Tasks and Deliverables identified in this RFP.
- Respondents should provide detailed information about the experience and qualifications of its staff who are considered key to the success of the project.
- Respondents should demonstrate that all proposed staff have the requisite necessary experience and knowledge to successfully implement and perform the tasks and services under this RFP.
- Provide the resumes of the key staff that will perform the work and any other documentation that demonstrates their qualifications, including degrees, licenses, certifications, and years of relevant experience.
- If the respondent will be subcontracting or partnering for any portion of the work, please also summarize the qualifications and experience of the subcontractor/partner's relevant

staff and attach any contracts or agreements pertaining to the proposal.

- Any subcontractor included in the Proposal must have agreed in writing to being included in the Respondent's proposed project staff or team. Any such written agreement must be produced to VIWMA upon request. Any financial terms and personally identifying information (i.e., social security number) may be redacted from the production to VIWMA.

10.1.5 Proposal

Provide a synopsis of your approach to managing the outlined scope of work, proposed schedule for staff and overall management style for achieving the Scope of Work. Proposal content shall include:

10.1.5A Approach & Methodology

- Describe the Respondent's understanding of the nature of the Scope of Services and how its Proposal will best meet the needs of VIWMA.
- Explain how the respondent will achieve the goals, objectives, tasks, and deliverables outlined.
- Provide any relevant recommendations to improve the process flow to increase processing speed and efficiency, and to avoid waste, fraud, and abuse.
- Proposals should address a Respondent's anticipated approach and capability to coordinate with other providers performing services for the project.
- Proposals must demonstrate knowledge of local communities and community specific needs, including experience with writing complete specifications as they relate to concrete, masonry and underground structures similar to the standard structures in the Territory.
- Describe the proposed mechanisms for delivering services.
- Describe the Respondent's strategy for ensuring collaborative, consistent and productive communication with VIWMA and other Project contractors.
- Describe the strategy for recruiting and hiring any subcontractors that are essential to the Project's success but have not yet been identified. Additionally, describe how the Proposer will work with and assist in managing the selected subcontractors.
- If the Respondent intends to subcontract for portions of the work, the Respondent shall identify in its proposal any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. The prime Contractor shall be the single point of contact for all subcontract work. Every subcontract shall incorporate and follow the terms of the contract between the prime Contractor and VIWMA.
- Describe the strategy for preventing fraud and abuse, and for complying with state and federal guidelines.

10.1.4B Contract Management Plan & Quality Assurance / Quality Control Plan

The Contract Management Plan & Quality Assurance/Quality Control Plan should address the following topics:

- A listing of the specific individuals assigned to the Management Team and to Technical Support who the submitter will assign to the contract during the engagement phase and provide the résumés and experience of those individuals.
- A detailed staffing plan indicating the type and quantity of the various positions the submitter feels is necessary to provide the services required.

- Specifically identify any additional services which should be provided but which exceed the scope of services requested herein.
- Changes or limitations to the general provisions listed in the draft agreement.
- The Respondent shall provide detailed information on its management plan for the services and its quality assurance / quality control procedures associated with the scope of work.
- Outline procedures for ensuring compliance with all federal and state requirements, including but not limited to PA and HMGP eligibility requirements, hiring and contracting requirements, federal and state labor standards, and M/WBE compliance.

10.1.6 Project Experience

- Provide at least three (3) examples of current and/or past experiences for the Respondent and for any partners or subcontractors. At a minimum, the past experiences must include the experiences related to the references provided on Enclosure Document D, including one of the three (3) experiences must be for the prime Contractor. Each experience should include the client's name, main point of contact, title, and a description of the services provided.

10.2 E-Mail/Package 2 - Cost Proposal Submittal

Proposals in response to this RFP will consist of two separate emailed pdf submissions, **one providing methodology, approach and technical details** and **a separate email providing cost information**. One pdf copy of the cost proposal shall be submitted in a separate email. The email and submission containing the cost proposal shall be stated so in the subject of the email and on the outside of the proposal. The cost proposal shall include the following:

Cost Proposal Assumptions

- a. Detailed listing of all proposed capital equipment
- b. Time & Employee Hourly Rates
- c. Other Rates & Fees as applicable
- d. Proposed Milestones/Deliverables & Projected Payment Schedule

Bid Sheet – Complete **Enclosure Document F**. All bid pricing must be valid for 90 days from the submission deadline and thereafter until the company withdraws it, or a contract is approved and executed, or the procurement is canceled, whichever occurs first. This includes an hourly rate and other expected reimbursable costs regarding the contract. **A final, total cost for all required and proposed services must be properly identified on the bid sheet.** The Respondent may also provide a comprehensive write-up regarding project cost. This will be used to establish a baseline for negotiation with bidders who have been deemed acceptable based on the criteria of this solicitation.

Each respondent must adhere to the requirements of this section relative to the proposal package content and format to simplify the review process and facilitate the maximum degree of comparison. Respondents may be subject to a best and final offer process should the responses preclude comparability. Respondents should ensure that their proposal package closely follows the sequence and organizational outline described in this section.

SECTION 11: COMPLETENESS OF PROPOSAL

All proposals (and all copies) must be complete by the RFP submission deadline. Minor non-substantive corrections may be accepted, if in the opinion of the WMA they are warranted, after the submission deadline.

SECTION 12: CONSIDERATION OF PROPOSAL

The VIWMA Executive Director shall represent and act for VIWMA in all matters pertaining to the scope of services and contract in conjunction therewith. **This RFP does not commit the VIWMA to the award of a Contract, nor pay any costs incurred in the preparation, submission of proposals or VIWMA requests for revisions of the proposal in anticipation of a contract. VIWMA 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 VIWMA will be served by such action.** The WMA may require the submitter selected to participate in negotiations by providing price, technical, or other revisions of their proposals as may result from or be required by negotiations. Proposals failing to provide some of the items listed shall not be rejected per se but any deviations from the scope must be clearly noted. Submission to the WMA of any type of proposal in response to this RFP indicates acceptance of these terms.

SECTION 13: WITHDRAWAL 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 thirty (30) days after said closing time for acceptance of proposals nor shall the successful provider withdraw or cancel or modify his proposal, except at the request of WMA after having been notified that said proposal has been accepted by VIWMA. Submitters agree to hold their offer, including pricing, firm for at least **180 days** after the proposal submission deadline.

SECTION 14: ISSUING AND PROCURING OFFICE

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

Michael Vante, Director, Procurement & Property Division
Virgin Islands Waste Management Authority
7410 Estate Bovoni, Bay 2
St. Thomas, VI 00802
Phone (340) 715-9191 Fax (340) 715-9179
Email: mvante@viwma.org
Mark subject line for email "RFP-003-T-2026"
St. Thomas Solid Waste Bin Site Management & Collection Services

From the issue date of this RFP until a determination is made regarding the selection of a Respondent, refer all contacts concerning this RFP to Michael Vante, Director, Procurement & Property Division at mvante@viwma.org. Any violation of this condition is cause for the VIWMA

to reject a Respondent's package. The VIWMA will NOT be responsible for any oral information given by any employees.

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

SECTION 15: CONTRACT TIME PERIOD

This RFP is for the solicitation of proposals to conduct bin site management and collection services for various locations across St. Thomas, USVI. The initial term of the contract will be forty-eight (48) months (two) 2 years from the execution date, with two (2), one (1) year renewal options.

SECTION 16: PROPOSAL EVALUATION/SELECTION PROCESS

VIWMA will evaluate all Proposals that are received in a proper and timely manner to determine whether they meet the submission requirements. Awards are made to the most responsive bidder that provides the proposal that is most advantageous to VIWMA, considering such factors as the Bidder's ability to perform the work the Bidders' past experience, time of delivery, etc. and not solely the lowest price.

VIWMA, at its sole discretion, will determine which Proposal best satisfies its requirements. All Proposals deemed to be responsive to the requirements of this RFP will be evaluated and scored for technical qualities and price. Proposals that are materially deficient in meeting the submission requirements of this RFP or have omitted material documents may be eliminated from consideration at the sole discretion of VIWMA. The evaluation process will include separate technical and price evaluations and will be conducted as set forth herein.

VIWMA reserves the right to award contracts based on initial proposals received, without discussion; therefore, the Respondent's initial proposal should contain its best technical and price terms.

The Selection Committee will consist of VIWMA officials and others, as deemed appropriate by VIWMA, and will be responsible for the recommendation of the selection of the Contractor. The final approval of the selection of the Contractor and the fees to be paid shall be made by the WMA Governing Board.

Proposal Selection Criteria

The following criteria will be used by the VIWMA's Selection Committee in evaluating proposals submitted in response to this RFP.

<u>Evaluation Factors</u>	<u>Total Points</u>
Technical	
Qualifications	20
Responsiveness & Project Approach	20
Resource Availability	20
Previous Project Experience	20
Pricing	
Pricing	20
Total	100

SECTION 17: GLOSSARY

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.

Container: A term commonly used to describe units that store solid waste.

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).

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

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.

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.

SECTION 18 : ENCLOSURES & APPENDICES

Enclosure Document A : RFP Cover Letter

Enclosure Document B : Non-Collusion Affidavit

Enclosure Document C : Debarment Certification Form

Enclosure Document D : Respondent's Qualification Statement

Enclosure Document E: Contract Document Checklist

Enclosure Document F: Conflict of Interest Form

Enclosure Document G: Base Bid Sheet

Appendix I: HUD Rider & CFR 200

SOW Reference Documents

- Truck & Bin Certification Form & Instructions
- Bin Site Standard Operating Procedures
- Solid Waste Incident Reporting Form

ENCLOSURE DOCUMENT A
VIRGIN ISLANDS WASTE MANAGEMENT AUTHORITY
RFP COVER LETTER

RESPONDENT

Name: _____

Address: _____

Tax Identification Number: _____

RESPONDENT'S CONTACT PERSON

Name: _____

Title: _____

Telephone: _____

Email Address: _____

REQUEST FOR PROPOSAL INFORMATION

RFP Number: _____

RFP Project Name: _____

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

Addendum Number _____ Date _____

Addendum Number _____ Date _____

Addendum Number _____ Date _____

Addendum Number _____ Date _____

Addendum Number _____ Date _____

RESPONDENT'S AUTHORIZED REPRESENTATIVE

Name: _____

Title: _____

Signature: _____ Date: _____

ENCLOSURE DOCUMENT B
VIRGIN ISLANDS WASTE MANAGEMENT AUTHORITY
Non-Collusion Affidavit

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

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

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

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

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

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

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

(Seal)

Notary Public

ENCLOSURE DOCUMENT C
VIRGIN ISLANDS WASTE MANAGEMENT AUTHORITY
DEBARMENT CERTIFICATION FORM

Certification Regarding Debarment, Suspension and Ineligibility

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

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

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

Name of Authorized Representative: _____

Title of Authorized Representative: _____

Signature: _____ Date: _____

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

(SEAL)

Notary Public

ENCLOSURE DOCUMENT D
VIRGIN ISLANDS WASTE MANAGEMENT AUTHORITY
RESPONDENT QUALIFICATIONS STATEMENT

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

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

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

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

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

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

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

1) Client Name: _____ Contact Number: _____
2) Client Name: _____ Contact Number: _____
3) Client Name: _____ Contact Number: _____

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

1)Client Name: _____ Value: _____ % _____
2)Client Name: _____ Value: _____ % _____
3)Client Name: _____ Value: _____ % _____

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

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

ENCLOSURE DOCUMENT E
VIRGIN ISLANDS WASTE MANAGEMENT AUTHORITY
CONTRACT DOCUMENT CHECKLIST

Name of Business: _____
Contact Person: _____
Telephone Number: _____
Email Address: _____
EIN Number: _____
CAGE Number: _____

- | | |
|--|----------------------------------|
| ☐ Current USVI Business License | Expiration Date ____/____/20____ |
| ☐ Government Insurance Coverage/Workman's Comp. | Expiration Date ____/____/20____ |
| ☐ Insurance | |
| ☐ Certificate of General Liability & Endorsement | Expiration Date ____/____/20____ |
| ☐ Proof of Automobile Insurance | Expiration Date ____/____/20____ |
| ☐ Certificate of Professional Liability & Endorsement | Expiration Date ____/____/20____ |
| ☐ Errors & Omissions Insurance | Expiration Date ____/____/20____ |
| ☐ Malpractice Insurance | Expiration Date ____/____/20____ |

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

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

Business Formation Documents

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

- | | |
|--|---|
| ☐ Corporation | ☐ Articles of Incorporation & By Laws |
| | ☐ Certificate of Resolution |
| | ☐ Certificate of Authority/ Good Standing |
| ☐ LLC | ☐ Articles of Organization |
| | ☐ Certificate of Authority/ Good Standing |
| ☐ General Partnership | ☐ Partnership Agreement |
| | ☐ Certificate of Authority/ Good Standing |
| ☐ LP, LLP, LLLP | ☐ Certificate of Limited Partnership or Statement of |
| Qualifications | ☐ Certificate of Authority/ Good Standing |
| ☐ Sole Proprietorship | ☐ Tradename Certificate |

ENCLOSURE DOCUMENT F
VIRGIN ISLANDS WASTE MANAGEMENT AUTHORITY
CONFLICT OF INTEREST FORM

By signing this form, the Respondent certifies that, to the best of its knowledge and belief, there are no relevant facts or circumstances that could give rise to an organizational or personal conflict of interest, for the organization or any of its staff, and that the Respondent, subcontractor, employee, or consultant has disclosed all such relevant information if such a conflict of interest appears to exist to a reasonable person with knowledge of the relevant facts (or if such a person would question the impartiality of the Respondent, subcontractor, employee, or consultant).

Conflicts may arise in but not limited to the following situations:

- A. Unequal access to information. A potential respondent, subcontractor, employee, or consultant has access to non-public information through its performance on a government contract for disaster recovery services in the Virgin Islands.
 - B. Biased ground rules. A potential respondent, subcontractor, employee, or consultant has worked, in one government contract, or program, on the basic structure or ground rules of another government contract for disaster recovery services in the Virgin Islands.
 - C. Impaired objectivity. A potential respondent, subcontractor, employee, or consultant, or member of their immediate family (spouse, parent, or child) has financial or other interests that would impair, or give the appearance of impairing, impartial judgment in the evaluation of government programs, in offering advice or recommendations to the government, or in providing technical assistance or other services to recipients of Federal funds as part of its contractual responsibility.
- 1) Proposer must provide the disclosure described above on any actual or potential conflict of interest (or apparent conflict of interest) regardless of their opinion that such a conflict or potential conflict (or apparent conflict of interest) would not impair their objectivity.
 - 2) In a case in which an actual or potential conflict (or apparent conflict of interest) is disclosed, the VIWMA will take appropriate actions to eliminate or address the actual or potential conflict, including but not limited to mitigating or neutralizing the conflict, when appropriate, through such means as ensuring a balance of views, disclosure with the appropriate disclaimers, or by restricting or modifying the work to be performed to avoid or reduce the conflict. In this clause, the term "potential conflict" means reasonably foreseeable conflict of interest.
 - 3) The Respondent, subcontractor, employee, or consultant agrees that if "impaired objectivity", or an actual or potential conflict of interest (or apparent conflict of interest) is discovered after the award is made, it will make a full disclosure in writing to the contracting officer. This disclosure shall include a description of actions that the Proponent has taken or proposes to take to avoid, mitigate, or neutralize the actual or potential conflict (or apparent conflict of interest).

The Respondent, _____, hereby certifies that, to the best of its knowledge and belief, there are no present or currently planned interests (financial, contractual, organizational, or otherwise) relating to the work to be performed under the contract or task order resulting from Request for Bids No. _____ that would create any actual or potential conflict of interest (or apparent conflicts of interest) (including conflicts of interest for immediate family members: spouses, parents, children) that would impinge on its ability to render impartial, technically sound, and objective assistance or advice or result in it being given an unfair competitive advantage. In this clause, the term "potential conflict" means reasonably foreseeable conflict of interest. The Respondent further certifies that it has and will continue to exercise due diligence in identifying and removing or mitigating, to the VIWMA's satisfaction, such conflict of interest (or apparent conflict of interest).

Name & Title of Authorized Representative: _____

Signature: _____ **Date:** _____

ENCLOSURE DOCUMENT G

VIRGIN ISLANDS WASTE MANAGEMENT AUTHORITY

BASE BID SHEET

The undersigned contractor proposes to furnish all labor, tools, materials, equipment, miscellaneous supplies and incur any other costs as may be required to perform the scopes of work, subject to all the conditions as set forth in the project scope of work.

Instructions: For Section 1, the respondent should complete the position, Number of Staff, fully burdened Hourly Rate, Estimated Hours per Week, Materials and Equipment, and calculate the Estimated Total in the chart below. For Section 2, the respondent should provide the weekly or monthly amount as requested, times the corresponding number of weeks or months to provide the estimated total. These costs are being provided for the purpose of evaluating bids and determining reasonable cost for these items. Depending on the structure of the winning bidder's response, not all costs may ultimately be included in the final contract.

Section 1 – Positions					
Position	# Of Staff	Hourly Rate	Estimated Hours / Week	Estimated Timing	Estimated Total
Supervisor					
Laborer					
Driver					
Heavy Equipment Operator					
Other Anticipated Positions (Specify)					
SUBTOTAL - POSITIONS	N/A	N/A	N/A	N/A	

Section 2 – Equipment Rates					
Description	Unit	Hourly Rate			
Backhoe Services	Per Hour				
Excavator Services	Per Hour				
Skid Steer Services	Per Hour				
Trackhoe Services	Per Hour				
Mini Trackhoe Services	Per Hour				
Steakbed Services	Per Hour				
Bulldozer D6 Services	Per Hour				
Other Anticipated Equipment (Specify)	Per Hour				
	Per Hour				
	Per Hour				
	Per Hour				
	Per Hour				

Section 3 – Hauling Rates

ZONE 1

Daily Hauling Rates – Zone 1					
Description	Unit Rate	Rate			
Round Trip Transportation of 20-Yd bin per Scope of Service to Bovoni Landfill	Per Round Trip Haul				
Round Trip Transportation of 30-Yd bin per Scope of Service to Bovoni Landfill	Per Round Trip Haul				
Round Trip Transportation of 40-Yd bin per Scope of Service to Bovoni Landfill	Per Round Trip Haul				

Bulk Waste Collection Rates – Zone 1					
Description	Unit Rate	Rate			
Collection of Bulk Waste using 20-Yd Bin per Scope of Service to Bovoni Landfill	Per Round Trip Haul				
Collection of Bulk Waste using 30-Yd Bin per Scope of Service to Bovoni Landfill	Per Round Trip Haul				
Collection of Bulk Waste using 40-Yd Bin per Scope of Service to Bovoni Landfill	Per Round Trip Haul				

Illegal Dumping Waste Collection Rates - Zone 1					
Description	Unit Rate	Rate			
Collection of Illegally Dumped Waste using 20-Yd Bin per Scope of Service to Bovoni Landfill	Per Round Trip Haul				
Collection of Illegally Dumped Waste using 30-Yd Bin per Scope of Service to Bovoni Landfill	Per Round Trip Haul				
Collection of Illegally Dumped Waste using 40-Yd Bin per Scope of Service to Bovoni Landfill	Per Round Trip Haul				

All Hazard Event Rates - Zone 1					
Description	Unit Rate	Rate			
Round Trip Transportation of 30-Yd Bin per Scope of Service to Bovoni Landfill or TDMS (Scrap Metal)	Per Round Trip Haul				
Round Trip Transportation of 40-Yd Bin per Scope of Service to Bovoni Landfill or TDMS (White Goods)	Per Round Trip Haul				
Round Trip Transportation of 30-Yd Bin per Scope of Service to Bovoni Landfill or TDMS (Green Waste)	Per Round Trip Haul				
Round Trip Transportation of 40-Yd Bin per Scope of Service to Bovoni Landfill or TDMS (Bulk Waste)	Per Round Trip Haul				
Round Trip Transportation of 30-Yd Bin per Scope of Service to Bovoni Landfill or TDMS (Construction Debris)	Per Round Trip Haul				

ZONE 2

Daily Hauling Rates – Zone 2					
Description	Unit Rate	Rate			
Round Trip Transportation of 20-Yd bin per Scope of Service to Bovoni Landfill	Per Round Trip Haul				
Round Trip Transportation of 30-Yd bin per Scope of Service to Bovoni Landfill	Per Round Trip Haul				
Round Trip Transportation of 40-Yd bin per Scope of Service to Bovoni Landfill	Per Round Trip Haul				

Bulk Waste Collection Rates – Zone 2					
Description	Unit Rate	Rate			
Collection of Bulk Waste using 20-Yd Bin per Scope of Service to Bovoni Landfill	Per Round Trip Haul				
Collection of Bulk Waste using 30-Yd Bin per Scope of Service to Bovoni Landfill	Per Round Trip Haul				
Collection of Bulk Waste using 40-Yd Bin per Scope of Service to Bovoni Landfill	Per Round Trip Haul				

Illegal Dumping Waste Collection Rates - Zone 2					
Description	Unit Rate	Rate			
Collection of Illegally Dumped Waste using 20-Yd Bin per Scope of Service to Bovoni Landfill	Per Round Trip Haul				
Collection of Illegally Dumped Waste using 30-Yd Bin per Scope of Service to Bovoni Landfill	Per Round Trip Haul				
Collection of Illegally Dumped Waste using 40-Yd Bin per Scope of Service to Bovoni Landfill	Per Round Trip Haul				

All Hazard Event Rates - Zone 2					
Description	Unit Rate	Rate			
Round Trip Transportation of 30-Yd Bin per Scope of Service to Bovoni Landfill or TDMS (Scrap Metal)	Per Round Trip Haul				
Round Trip Transportation of 40-Yd Bin per Scope of Service to Bovoni Landfill or TDMS (White Goods)	Per Round Trip Haul				
Round Trip Transportation of 30-Yd Bin per Scope of Service to Bovoni Landfill or TDMS (Green Waste)	Per Round Trip Haul				
Round Trip Transportation of 40-Yd Bin per Scope of Service to Bovoni Landfill or TDMS (Bulk Waste)	Per Round Trip Haul				
Round Trip Transportation of 30-Yd Bin per Scope of Service to Bovoni Landfill or TDMS (Construction Debris)	Per Round Trip Haul				

ZONE 3

Daily Hauling Rates – Zone 3					
Description	Unit Rate	Rate			
Round Trip Transportation of 20-Yd bin per Scope of Service to Bovoni Landfill	Per Round Trip Haul				
Round Trip Transportation of 30-Yd bin per Scope of Service to Bovoni Landfill	Per Round Trip Haul				
Round Trip Transportation of 40-Yd bin per Scope of Service to Bovoni Landfill	Per Round Trip Haul				

Bulk Waste Collection Rates – Zone 3					
Description	Unit Rate	Rate			
Collection of Bulk Waste using 20-Yd Bin per Scope of Service to Bovoni Landfill	Per Round Trip Haul				
Collection of Bulk Waste using 30-Yd Bin per Scope of Service to Bovoni Landfill	Per Round Trip Haul				
Collection of Bulk Waste using 40-Yd Bin per Scope of Service to Bovoni Landfill	Per Round Trip Haul				

Illegal Dumping Waste Collection Rates - Zone 3					
Description	Unit Rate	Rate			
Collection of Illegally Dumped Waste using 20-Yd Bin per Scope of Service to Bovoni Landfill	Per Round Trip Haul				
Collection of Illegally Dumped Waste using 30-Yd Bin per Scope of Service to Bovoni Landfill	Per Round Trip Haul				
Collection of Illegally Dumped Waste using 40-Yd Bin per Scope of Service to Bovoni Landfill	Per Round Trip Haul				

All Hazard Event Rates - Zone 3					
Description	Unit Rate	Rate			
Round Trip Transportation of 30-Yd Bin per Scope of Service to Bovoni Landfill or TDMS (Scrap Metal)	Per Round Trip Haul				
Round Trip Transportation of 40-Yd Bin per Scope of Service to Bovoni Landfill or TDMS (White Goods)	Per Round Trip Haul				
Round Trip Transportation of 30-Yd Bin per Scope of Service to Bovoni Landfill or TDMS (Green Waste)	Per Round Trip Haul				
Round Trip Transportation of 40-Yd Bin per Scope of Service to Bovoni Landfill or TDMS (Bulk Waste)	Per Round Trip Haul				
Round Trip Transportation of 30-Yd Bin per Scope of Service to Bovoni Landfill or TDMS (Construction Debris)	Per Round Trip Haul				

ZONE 4

Daily Hauling Rates – Zone 4					
Description	Unit Rate	Rate			
Round Trip Transportation of 20-Yd bin per Scope of Service to Bovoni Landfill	Per Round Trip Haul				
Round Trip Transportation of 30-Yd bin per Scope of Service to Bovoni Landfill	Per Round Trip Haul				
Round Trip Transportation of 40-Yd bin per Scope of Service to Bovoni Landfill	Per Round Trip Haul				

Bulk Waste Collection Rates – Zone 4					
Description	Unit Rate	Rate			
Collection of Bulk Waste using 20-Yd Bin per Scope of Service to Bovoni Landfill	Per Round Trip Haul				
Collection of Bulk Waste using 30-Yd Bin per Scope of Service to Bovoni Landfill	Per Round Trip Haul				
Collection of Bulk Waste using 40-Yd Bin per Scope of Service to Bovoni Landfill	Per Round Trip Haul				

Illegal Dumping Waste Collection Rates - Zone 4					
Description	Unit Rate	Rate			
Collection of Illegally Dumped Waste using 20-Yd Bin per Scope of Service to Bovoni Landfill	Per Round Trip Haul				
Collection of Illegally Dumped Waste using 30-Yd Bin per Scope of Service to Bovoni Landfill	Per Round Trip Haul				
Collection of Illegally Dumped Waste using 40-Yd Bin per Scope of Service to Bovoni Landfill	Per Round Trip Haul				

All Hazard Event Rates - Zone 4					
Description	Unit Rate	Rate			
Round Trip Transportation of 30-Yd Bin per Scope of Service to Bovoni Landfill or TDMS (Scrap Metal)	Per Round Trip Haul				
Round Trip Transportation of 40-Yd Bin per Scope of Service to Bovoni Landfill or TDMS (White Goods)	Per Round Trip Haul				
Round Trip Transportation of 30-Yd Bin per Scope of Service to Bovoni Landfill or TDMS (Green Waste)	Per Round Trip Haul				
Round Trip Transportation of 40-Yd Bin per Scope of Service to Bovoni Landfill or TDMS (Bulk Waste)	Per Round Trip Haul				
Round Trip Transportation of 30-Yd Bin per Scope of Service to Bovoni Landfill or TDMS (Construction Debris)	Per Round Trip Haul				

ZONE 5

Daily Hauling Rates – Zone 5					
Description	Unit Rate	Rate			
Round Trip Transportation of 20-Yd bin per Scope of Service to Bovoni Landfill	Per Round Trip Haul				
Round Trip Transportation of 30-Yd bin per Scope of Service to Bovoni Landfill	Per Round Trip Haul				
Round Trip Transportation of 40-Yd bin per Scope of Service to Bovoni Landfill	Per Round Trip Haul				

Bulk Waste Collection Rates – Zone 5					
Description	Unit Rate	Rate			
Collection of Bulk Waste using 20-Yd Bin per Scope of Service to Bovoni Landfill	Per Round Trip Haul				
Collection of Bulk Waste using 30-Yd Bin per Scope of Service to Bovoni Landfill	Per Round Trip Haul				
Collection of Bulk Waste using 40-Yd Bin per Scope of Service to Bovoni Landfill	Per Round Trip Haul				

Illegal Dumping Waste Collection Rates - Zone 5					
Description	Unit Rate	Rate			
Collection of Illegally Dumped Waste using 20-Yd Bin per Scope of Service to Bovoni Landfill	Per Round Trip Haul				
Collection of Illegally Dumped Waste using 30-Yd Bin per Scope of Service to Bovoni Landfill	Per Round Trip Haul				
Collection of Illegally Dumped Waste using 40-Yd Bin per Scope of Service to Bovoni Landfill	Per Round Trip Haul				

All Hazard Event Rates – Zone 5					
Description	Unit Rate	Rate			
Round Trip Transportation of 30-Yd Bin per Scope of Service to Bovoni Landfill or TDMS (Scrap Metal)	Per Round Trip Haul				
Round Trip Transportation of 40-Yd Bin per Scope of Service to Bovoni Landfill or TDMS (White Goods)	Per Round Trip Haul				
Round Trip Transportation of 30-Yd Bin per Scope of Service to Bovoni Landfill or TDMS (Green Waste)	Per Round Trip Haul				
Round Trip Transportation of 40-Yd Bin per Scope of Service to Bovoni Landfill or TDMS (Bulk Waste)	Per Round Trip Haul				
Round Trip Transportation of 30-Yd Bin per Scope of Service to Bovoni Landfill or TDMS (Construction Debris)	Per Round Trip Haul				

Section 4 – Emergency Pick Ups (VIWMA In-House Zone)

Section 4 – VIWMA In-House Zones – Emergency Pick Up Rates					
Description	Unit Rate	Rate			
Round Trip Transportation of 20-Yd Bin per Scope of Service to Bovoni Landfill	Per Round Trip Haul				
Round Trip Transportation of 30-Yd Bin per Scope of Service to Bovoni Landfill	Per Round Trip Haul				
Round Trip Transportation of 40-Yd Bin/Compactor per Scope of Service to Bovoni Landfill	Per Round Trip Haul				

VIWMA In-House Zone – Bulk Waste Collection – Emergency Pick Up Rates					
Description	Unit Rate	Rate			
Collection of Bulk Waste using 20-Yd Bin per Scope of Service to Bovoni Landfill	Per Round Trip Haul				
Collection of Bulk Waste using 30-Yd Bin per Scope of Service to Bovoni Landfill	Per Round Trip Haul				
Collection of Bulk Waste using 40-Yd Bin per Scope of Service to Bovoni Landfill	Per Round Trip Haul				

VIWMA In-House Zone – Illegal Dumping Collection – Emergency Pick Up Rates					
Description	Unit Rate	Rate			
Collection of Bulk Waste using 20-Yd Bin per Scope of Service to Bovoni Landfill	Per Round Trip Haul				
Collection of Bulk Waste using 30-Yd Bin per Scope of Service to Bovoni Landfill	Per Round Trip Haul				
Collection of Bulk Waste using 40-Yd Bin per Scope of Service to Bovoni Landfill	Per Round Trip Haul				

VIWMA In-House Zone – All Hazard Events – Emergency Pick Up Rates					
Description	Unit Rate	Rate			
Round Trip Transportation of 30-Yd Bin per Scope of Service to Bovoni Landfill or TDMS (Scrap Metal)	Per Round Trip Haul				
Round Trip Transportation of 40-Yd Bin per Scope of Service to Bovoni Landfill or TDMS (White Goods)	Per Round Trip Haul				
Round Trip Transportation of 30-Yd Bin per Scope of Service to Bovoni Landfill or TDMS (Green Waste)	Per Round Trip Haul				
Round Trip Transportation of 40-Yd Bin per Scope of Service to Bovoni Landfill or TDMS (Bulk Waste)	Per Round Trip Haul				
Round Trip Transportation of 30-Yd Bin per Scope of Service to Bovoni Landfill or TDMS (Construction Debris)	Per Round Trip Haul				

VIWMA Bin Site Standard Operating Procedure

Developed by:

Revision Log

[illegible]

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Purpose

The Virgin Islands Waste Management Authority is in the process of developing and operating an integrated mixed municipal solid waste management system which currently involves the use of unmanned bin sites, Solid Waste Convenience Centers, Transfer Stations and Landfills located on the islands of St. Thomas, St. John and St. Croix.

This Bin Site Management Standard Operating Procedure has been developed to create to manage the relationship between VIWMA and the contracted Haulers tasked with the management and operations of bin sites and the hauling of municipal solid waste from VIWMA Bin Sites to VIWMA Landfills within the USVI. Because Policies and Procedures are continually improving, this Standard Operating Procedure is a living document and will be consistently updated and shared with contracted haulers to ensure compliance.

Bin Site Locations – Territory Wide

St. Thomas Bin Site Locations

Zone 1				
Bin Location	Waste Type	Size of Bins	# of Bins	Frequency of Pickup
Raphune Hill	Household Waste	20 Yd	2	Twice Daily

Zone 2				
Bin Location	Waste Type	Size of Bins	# of Bins	Frequency of Pickup
Solberg	Household Waste	20 Yd	2	Once Daily
Crown Mountain	Household Waste	20 Yd	1	Once Daily
Black Point Hill	Household Waste	20 Yd	3	Once Daily
Caret Bay	Household Waste	20 Yd	3	Once Daily

Zone 3				
Bin Location	Waste Type	Size of Bins	# of Bins	Frequency of Pickup
Cancryn	Household Waste	20 Yd	5	Once Daily

Zone 4				
Bin Location	Waste Type	Size of Bins	# of Bins	Frequency of Pickup
Nazareth	Household Waste	20 Yd	5	Once Daily
Havensight	Household Waste	20 Yd	2	Once Daily

Zone 5				
Bin Location	Waste Type	Size of Bins	# of Bins	Frequency of Pickup
Water Island	Household Waste	20 Yd	3	Once Per Week

VIWMA In-House Managed Bin Sites (St. Thomas)				
Bin Location	Waste Type	Size of Bins	# of Bins	Frequency of Pickup
Mandahl Co. Center	Household Waste	20 Yd 40 Yd	1 Bin 1 Compactor	Once Daily
Brookman Road	Household Waste	20 Yd	1	Once Daily
Nadir	Household Waste	20 Yd	3	Once Daily
Thomasville	Household Waste	20 Yd	3	Once Daily

St. John Bin Site Locations

Bin Location	Waste Type	Size of Bins	# of Bins	Frequency of Pickup
Pine Peace	Household Waste	20 Yd	5	Once Daily
Gift Hill	Household Waste	30 Yd	2	Once Daily
Coral Bay	Household Waste	40 Yd	3	Once Daily
Transfer Station	Household Waste	30 Yd	4	Once Daily

St. Croix Bin Site Locations

Bin Location	Waste Type	Size of Bins	# of Bins	Frequency of Pickup
Mon Bijou	Household Waste	20 YD	6	Daily
Concordia	Household Waste	20 YD	9	Daily
Cotton Valley	Household Waste	20YD & 30YD	3-20YD 1- 30YD	Daily
Peter's Rest Co. Center	Household Waste	30YD	3	Daily

Holiday Schedule & Abbreviated Hauling

VIWMA Landfills Territory Wide are closed for three (3) public holidays throughout the year. On days where VIWMA Landfills are closed for Public Holidays, VIWMA contracted Haulers will still be responsible for completing bin site assessments to determine the need for hauling/pick up.

Haulers have the authority, on public holidays when the landfill is closed, to determine whether individual bins at their respective sites require compacting (to reduce the need for hauling on said Holiday) or should be exchanged for an empty bin and housed at the contracted Hauler's location until the following workday.

Public Holidays – VIWMA Landfills Closed	
Thanksgiving Day	November 27 th
Christmas Day	December 25 th
New Years Day	January 1 st

Hazardous Waste Procedures

Exclusion of Receipt of Hazardous Waste at VIWMA Landfills & Bin Sites

VIWMA has implemented and maintains a program for detecting and preventing the disposal of regulated hazardous wastes. Signage indicating a prohibition on the disposal of hazardous waste is posted and trucks are visually inspected 2 to 3 times a day for hazardous waste and household hazardous waste rejection operations by landfill operators at the scale house where record keeping is done.

In addition, VIWMA has a permitting system in place. All waste haulers are required to have a solid waste hauler permit prior to disposing solid waste at the landfill. Generators of special waste are required to apply for a Non-Hazardous Special Waste Permit which requires submission of data analysis, a sampling plan, and other requirements to ensure the waste entering the landfill is not hazardous. Hazardous waste should be removed prior to entering the facility.

Per the VIWMA's Division of Solid Waste Acceptance Policy, waste not accepted at the landfill and transfer station include but are not limited to the following:

Ammunition	Asbestos	Batteries	Electronic Devices
Fats, Oils, Grease	Flammable Paint	Fluorescent Bulbs	Gas
Liquid Waste	Marine Flares	Medical Waste	Tires

With the following exceptions:

- Construction & Demolition C&D Waste
 - o reduced to 4" square chunks/pulverized
- Gas Cylinders
 - o unless punctured or the top is cut off/removed
- Junk Cars
 - o Tires & Batteries removed & drained of all fluids
- White Goods (Appliances-Remove Freon)
- Yard Waste (reduced to 2 feet in length or less)
- Mixed Loads (sorted by category)
 - o Debris, Concrete, Steel, Wood, Etc.
- Household Waste

Please Note: The List of items is subject to change as necessary. Motor Oil, Cooking Oil, Coolant and Paint will be accepted at the Landfill when an Oil Storage Facility is constructed. A 3rd Party Contract will be scheduled to remove items disposed of at the bin site as needed.

Hazardous Waste Screening

All waste loads (full bins) should be visually inspected prior to removal from the Bin Site. Hauling Personnel should document any visual screening inspections performed as deemed necessary. Haulers are responsible for ensuring hazardous waste is not loaded onto trucks and transferred to the transfer station or landfill. If any hazardous waste is identified, the Hazardous Waste Discovery General Procedure should be initiated. Scale house personnel, loader operators, and spotters are responsible for ensuring hazardous wastes are excluded at the transfer station or landfill. If any hazardous waste being loaded onto trucks or unloaded at the landfill is identified, the hauler will be required to reload the prohibited waste back onto their vehicle/truck. Rejected loads will be documented on load inspection forms.

Hazardous Waste Discovery General Procedure

Any person who discovers potential or actual unauthorized hazardous waste must take the following steps:

- Keep a safe distance away from the area. If personal safety is at risk, leave the area immediately and notify local first responders, if necessary.
- Avoid any contact with materials and equipment until the nature and extent of the hazardous waste is clearly identified.
- Identify the chemical materials (if possible, from a safe distance), personnel, and any equipment involved.
- Immediately alert the Site Manager or VIWMA Representative of the suspected hazardous waste discovered and provide the following information:
 - o Material location (i.e. disposal truck bed, ground surface, and specific location of bin site)
 - o Waste hauling vehicle or bin type and code involved and company/personnel name
 - o Suspected material type and estimated quantity, if possible.
 - o Identify any injured personnel; and,
 - o The extent and nature of the area and equipment affected, especially if a spill, fire or explosion occurred.
- Complete a VIWMA Incident Report and submit it to a VIWMA Representative.
- The VIWMA Representative will engage the VI Department of Planning & Natural Resource (DPNR) to initiate their regulatory response protocol.

- Due to the nature of the material, a Certified Hazardous Waste Hauler, with required permits, will be contracted to remove and dispose of the hazardous material from the bin/bin site. ***This work may or may not require separate solicitation.***

Collection Schedule Adjustment

The Contractor will complete the incident Reporting Form to notify VIWMA of the hazardous materials located within the bin/ on the assigned bin site. VIWMA will then initiate contact with VIDPNR to begin the hazardous material response protocol. The Vendor should attempt to isolate the bin containing hazardous waste from the other bins. If the vendor can safely confirm the remaining bins on site do not contain hazardous waste or material, the contractor should make best faith efforts to remove the remaining filled bins from the site. VIWMA and VIDPNR will notify the contractor of next steps for the isolated bin contained hazardous waste.

Incident Reporting

Reporting

If the Contractor experiences an incident or near miss accident that prevents or potentially risks employee or public safety, a VIWMA Incident Reporting Form should be completed by the Contractor. Depending on the nature of the incident, additional reporting may be required.

Follow Up

The VIWMA Solid Waste Division is responsible for managing the incident reporting and follow-up for all incidents that occur on or within any VIWMA owned and operated site related to solid waste management including landfills, bin sites, pump stations, treatment plants, business offices, etc. The nature of the reported incident will determine the follow-up response timeline.

Corrective Actions

- Incidents will be documented with photo evidence and a copy of the Inspection Form will be provided to the VIWMA with the Hauler's signature.
- Appropriate VIWMA Staff will issue a response to the submitted Incident Report outlining the necessary response protocol.

Obstructions & Obstacles Response Protocol

Reporting of Obstructions & Obstacles

The contractor will contact the Solid Waste Collections Manager to notify VIWMA of the obstruction and complete a VIWMA Solid Waste Incident Report Form. The Solid Waste Collections Manager will send an authorized representative to inspect the bin site and determine whether VIWMA's Enforcement Division should be engaged to initiate removal of the obstruction from the bin site, if the contractor cannot reasonably address the obstruction on their own.

If the authorized representative and the contractor determines the obstruction is waste related, VIWMA may authorize the contractor to use heavy equipment to facilitate the removal of the obstruction from the site. An Incident Report should be completed by the Hauler.

Illegal Dumping Protocol

VIWMA is actively identifying ways to reduce the frequency of illegal dumping across the Territory. Currently, pick-ups of illegally dumped waste at contracted bin sites are scheduled for Mondays & Fridays.

Contractors are authorized to determine whether a 20-yd, 30-yd, or 40-yd bin is necessary for each site's collection needs. VIWMA may authorize the contractor to use heavy equipment (backhoe) to facilitate the removal of illegally dumped waste from each bin site.

If it is noted during VIWMA's daily inspection that a high volume is dumped at the site, VIWMA may request an additional pull of illegally dumped waste outside of the Contractor's scheduled routine. Incident Reporting of Illegally Dumped waste should only occur in instances of collection outside of the pre-schedule days.

Emergency Collection (VIWMA-Managed Locations)

VIWMA may require on an as-needed basis the engagement of Contractors to collect solid waste from sites and carts managed by the Authority. Rates for emergency collection are included as a part of the rate schedule for solid waste collection contracts.

Emergency Collection does not refer to any "extra bin pulls" that a Contractor may be required to use during daily collection hauls.

Safety Standards

Personal Protective Equipment

All contracted haulers must ensure their Employees are wearing the mandated personal protective equipment (PPE) when entering a VIWMA owned or operated location which includes the following:

- Steel Toe Safety Footwear
- Safety Shirt or Safety Vest

The VIWMA also suggests the use of eye protection and dust masks. Short pants are strongly discouraged from being worn when engaging with VIWMA contracted work to include VIWMA Landfills and VIWMA owned and operated locations.

Enforcement

When necessary, the VIWMA Enforcement Division will conduct regular or random bin site and landfill inspections to ensure compliance with these standards. Non-compliance may result in a verbal warning, and or escalated to denied access to VIWMA facilities and locations.

Fire Safety & Management

All VIWMA Contracted Haulers are required to have a certified fire extinguisher and first aid kit in every hauling vehicle. In addition to the presence of a certified fire extinguisher, all contracted Haulers are required to ensure Employees have received adequate training in the safe operations of fire extinguishers to prepare for a potential fire emergency.

If a Hauler confirms the presence of a fire at the bin site, the following steps should be followed:

- Immediately call 911 to notify Emergency Services of the bin fire or bin site fire.
- If the fire is small enough to be contained, immediately use the certified Fire Extinguisher to extinguish the fire.
- If the fire is contained by the Hauler, call 911 to provide an update on the situation.
- Notify a VIWMA Representative of the fire emergency or extinguished fire.
- Complete, sign and submit a VIWMA Incident Reporting Form to an authorized VIWMA Representative.

Bin & Bin Site Maintenance - Sanitation Standards

Cleaning, Vector & Disease Control

Vendors must ensure all loose solid waste shall be removed from the bin site and adjoining surfaces within a 150-foot area beginning at the edge of the bin site perimeter.

Additional vector and disease control measures can be proposed by the awarded Contractor on an as-needed basis. If additional measures are proposed, a standard rate should be proposed by the contractor, and a contract amendment can be made to incorporate the additional rates proposed if approved by the Authority.

Bin Site Inspection Protocols

Inspection Procedures

VIWMA representatives will inspect bin sites daily to ensure safety, cleanliness, and operational compliance. Inspections must be documented using the VIWMA's Bin Site Inspection Checklist Form.

VIWMA will inspect each Bin Site and confirm completion of required services based on the following criteria:

- Status of Bin: Overflowing or Full or Empty
- Cleanliness of Site: Heavily Littered or Littered or Clean
- Illegal Dumped Waste: Present or Not Present

Emergency Landfill Closure Protocol

In the event any VIWMA Landfill requires an Emergency Closure, a VIWMA Representative will notify Haulers via phone immediately of the need to suspend hauling operations from assigned bin sites to the landfill. Communication of suspended hauling will also be subsequently followed by a formal email or letter.

Depending on the extent of the emergency, VIWMA may close the landfill for the entire day or identify a reduced schedule for accessing the Landfill by contracted haulers and the general public.

If the Landfill is closed for an extended period of time, Haulers have the authority when the to determine whether individual bins at their respective sites require compacting (to reduce

the need for hauling) or should be exchanged for an empty bin and housed at the contracted Hauler's location until the further communication is provided by VIWMA.

Once the landfill has been reopened and all clear provided, normal operations will resume.

Truck & Bin Certification

The VIWMA may require the use of Bin Site Haulers in debris removal operations. To process reimbursement in a timely manner, The VIWMA **may be required** to ensure that every truck, trailer and bin to be potentially used in debris removal operations is measured and documented on a Truck Certification Form (Figure B-5 – Reference Documents). Knowing the hauling capacity of each truck is necessary because debris, specifically vegetative debris, is often hauled and billed by volume. Accurately capturing all truck capacity information and driver profile information is important.

Truck documentation should include all trucks and bins to be used. A Truck Certification Form allows the debris monitor to identify the truck and bin itself and its hauling capacity in a standardized manner. The following information should be documented:

- Capacity of hauling bed (CY)
- License plate number
- Truck identification number assigned by the owner
- Brief physical description of the truck
- Photographs

Determining an accurate capacity for each truck is important. Refer to Truck Certification Form Calculation Instructions for additional information.

The information on the Truck Certification Form will be entered into a database by VIWMA staff. Copies of the Truck Certification Form should be on file with the VIWMA and kept in the truck throughout the operational period. Recertification of the hauling trucks on a random and periodic basis may be implemented for contract compliance and reimbursement considerations.

The selected Contractor may be required to meet with a VIWMA Representative and FEMA/VITEMA Public Assistance Representative to certify all trucks and trailers to be used during the life cycle of this Hauling contract.

Please refer to the Truck & Bin Certification Reference Documentation for clarification.

All Hazards Event Procedure

In the event of an All-Hazards Event, the selected Contractor will be responsible for engaging with the VIWMA, Federal Partners, other GVI Entities, as well as other disaster-related contractors engaged during the recovery.

When a disaster declaration has been issued, the VIWMA will activate its All-Hazard Event Protocol as follows:

- The selected contractor will be required to provide an additional set of bins to be transported to previously identified VIWMA Bin Sites.
- Prior to a storm, the VIWMA will review bin site locations to determine any necessary maintenance or grading to the site in preparation for the heavily weighted trucks transporting debris from the bin sites to the Debris Management Site or Landfill.
- Once the all hazard event has occurred, and a disaster declaration has been issued by the Governor of the Virgin Islands, VIWMA will activate its All-Hazards Event Protocol to address the influx of debris transported to the bin sites by the general public.
- In addition to the bins that are located at each site for daily collection of municipal solid household waste, the vendor will be required to provide additional bins for debris collection at select bin sites. Both municipal solid household waste and debris will be collected during an all-hazards event. These two waste streams must remain separate and apart during the collection and documentation process.
- The VIWMA will issue a notice to proceed to the awarded vendor. The vendor is responsible for providing 5 additional 30/40-yd bins at pre-determined bin sites, with the top of each bin to be color coded to streamline the collection of the following debris types:

Waste Type	Bin Rim Color	Bin Size
Scrap Metal	Blue	30-Yd Bin
White Goods	White	40-Yd Bin
Green Waste	Green	30-Yd Bin
Bulk Waste	Brown	40-Yd Bin
Construction Debris	Red	30-Yd Bin

- Due to the size of expected white goods and bulk waste; following an all-hazards event, the awarded vendor will be responsible for managing the Bin Site, and for identifying space (aside from the 9 required bins – 5 Debris Bins, 4 MSW Bins) for the

public to place large debris to be later dumped into the specifically identified waste stream bin using a backhoe or other heavy equipment .

- Prior to a full bin of debris leaving the bin site, the Hauler will be required to collect a complete Trip Ticket signed by the VIWMA Monitor. This ticket will be necessary for invoicing and payment of all debris collection activities. **No invoices will be approved or paid for loads that do not have a supporting trip ticket for verification by VIWMA.**
- If a Debris Management Site is activated post disaster, the Hauler is responsible for bringing all debris to the Debris Management Site and must receive instruction from the Debris Site Monitor & VIWMA Attendant on what areas of the site, specific debris types are to be offloaded.
- If a Debris Management Site is not activated post disaster, the Hauler is responsible for bringing all debris to the Landfill and must receive instruction from the VIWMA Monitor & Scale House Attendant on what areas of the landfill specific debris types are to be offloaded. This debris is not to be mixed with non-disaster-related debris and requires quantification by FEMA /VIWMA prior to mixing with non-disaster related waste/debris at the Landfill.

Bin Site Monitoring – All-Hazards Events Procedure

VIWMA is in the process of updating the bin site monitoring procedure. Once a third-party has been identified for the Monitoring Services, VIWMA will provide the procedure in an updated version of the SOP.

Reference Documents

- Solid Waste Incident Report form
- FEMA Public Assistance Truck/Bin Certification Forms & Instructions



Solid Waste Incident Report Form

Date: _____

Contractor name: _____

Site: _____

Vehicle Tag# _____

Incident Type:

_____ Equipment Breakdown _____ Road Closure _____ Blocked Bins

_____ Injury _____ Accident @ Site

Who was notified: _____ Time: _____

Illegally dumped items outside of normal collection days (Twice per week)

_____ Bulk waste

_____ Used Oil

_____ White Goods

_____ Green Waste

_____ Tires

_____ Other : _____

_____ Need for backhoe:

_____ Need for Extra Pull

Reason:

Contractor Signature & Name: _____ Date: _____

VIWMA Rep Signature & Name: _____ Date: _____

Truck Certification Form (Figure B-5)

VIWMA TRUCK CERTIFICATION FORM							
Make:		Year:		Color:		License:	
Truck Measurements							
Performed By:				Date:			
Volume Calculated By:				Date:			
Both Checked By:				Date:			
Driver Information							
Name:							
Address							
Phone Number:							
Owner Information							
Name:							
Address:							
Phone Number:							
Truck Identification:							
Truck Capacity:							
Photo of Truck:	(insert photo here)						
Owner Certifying Name:							
Owner Certifying Signature:							

Truck Certification Form Calculation Instructions

Instructions to take the necessary dimensions of corner wedge (refer to Figure B-6):

“a”: Along the side of the bed, measure the distance from the point where the rounded part of the bed starts, to the front corner of the bed.

“b”: Equal to “a.”

“c” and “d”: Along the side of the bed, mark the point where the rounded part of the bed starts, and along the front of the bed, also mark the point where the rounded part of the bed ends. Run a string between the two points and measure the distance between them; half of that distance is “c” and half of the distance is “d” (“c” and “d” are equal).

“e”: Measure the distance from the mid-point of the string that was stretched from the side to the front of the bed in the previous step to the rounded part of the bed.

Extra trailer: The volume calculations for the extra trailer would be simply length x width x height if the extra trailer has a rectangular bed. However, if the extra trailer also has round corners at the front, the volume calculation would be the same as explained above.

Instructions to take the necessary dimensions of round bottom truck (refer to Figure B-6):

“a”: The width of the bed.

“b”: The depth of the vertical portion (the side) of the bed.

“c” and “d”: Both are equal to half the width of the bed.

“e”: Run a string between the lower ends of the vertical portions of the bed (the sides) and measure the distance from the mid-point of the string to the bottom of the bed.

NOTE: All dimensions used in the above formulas must be in feet, with inches converted to fractions of feet, using the following conversions (for example, 8 feet, 5 inches should be written as 8.42 feet):

1 Inch = .08 foot	6 inches = .50 foot	11 inches = .92 foot
2 Inch = .17 foot	7 inches = .58 foot	
3 inches = .25 foot	8 inches = .67 foot	
4 inches = .33 foot	9 inches = .75 foot	
5 inches = .42 foot	10 inches = .83 foot	

Truck Certification Calculation Form (Figure B-6)

DUMP TRUCK

Measurements

Truck Measurements

Length (L) =

Width (W) ft =

Height (H) ft =

Hoist Measurement

Length₁ (L₁) ft =

Length₂ (L₂) ft =

Width_H (W_H) ft =

Height_H (H_H) ft =

Radius

Radius ft =

Height (H) =

Calculations

Bed Volume (Basic)

$(L \times W \times H) / 27 =$ + cyd

Hoist Volume

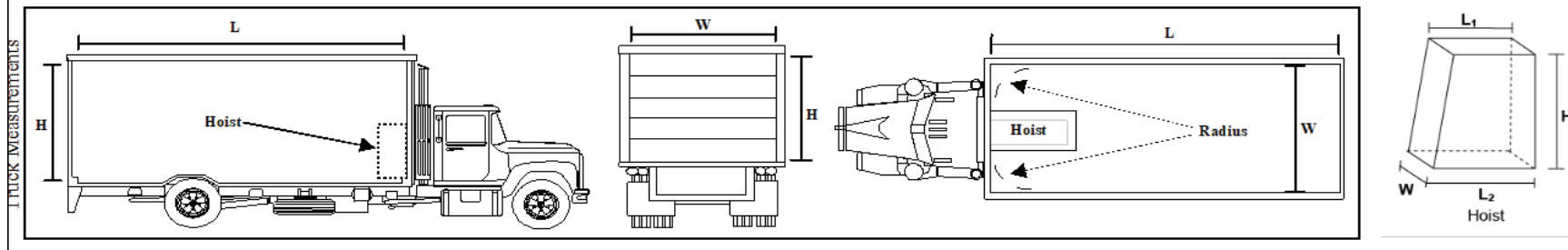
$((L_1 + L_2) / 2 \times W_H \times H_H) / 27 =$ - cyd

Radius Volume

$(3.14 \times R^2 \times H) / 27 =$ - cyd

Total = cyd

Cubic Yards



EXTRA TRAILER

Measurements

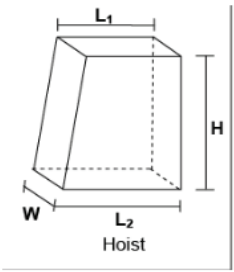
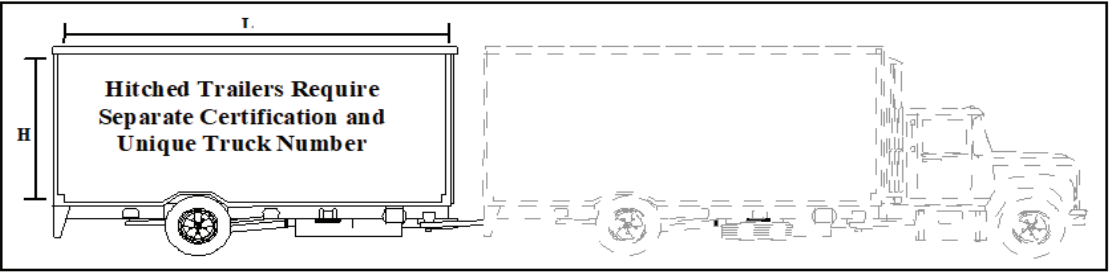
Truck Measurements (Basic)	Length (L) =		Width (W) ft =		Height (H) ft =	
Hoist Measurement	Length ₁ (L ₁) ft =		Width _H (W _H) ft =		Height _H (H _H) ft =	
	Length ₂ (L ₂) ft =					
Radius	Radius ft =		Height (H) =			

Calculations

Bed Volume (Basic)	$(L \times W \times H) / 27 =$	+		cyd
Hoist Volume	$((L_1 + L_2) / 2) \times W_H \times H_H =$	-		cyd
Radius Volume	$(3.14 \times R^2 \times H) / 27 =$	-		cyd
Total =				cyd

Cubic Yards

Trailer/Truck Combination



ROUND BOTTOM TRUCK

Measurements

Truck Measurements

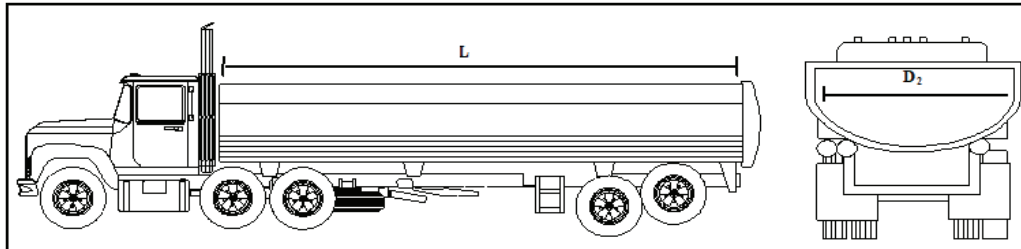
Length (L) ft =

Diameter (D) ft =

Calculations

Approx. Volume $(3.14 \times (D/2)^2 \times L) / 27 =$ cyd (round bottom portion only)

Round Bottom Truck



Cubic Yards

APPENDIX 1

HUD GENERAL PROVISIONS (“HUD RIDER”)

The following terms and conditions apply to any contract for which any portion of the funding is derived from a grant made by the United States Department of Housing and Urban Development (“HUD”). In addition, Contractor/Subcontractor shall comply with the Federal Labor Standards Provisions set forth in Form HUD-4010, available at <http://www.hud.gov/offices/adm/hudclips/forms/files/4010.pdf>.

1. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

2. STATUTORY AND REGULATORY COMPLIANCE

Contractor/Subcontractor shall comply with all laws and regulations applicable to the Community Development Block Grant-Disaster Recovery funds appropriated by the Disaster Relief Appropriations Act, 2017 (Pub. L. 115-56) and the Bipartisan Budget Act of 2018 (“BBA”), (Pub. L. 115-123), including but not limited to the applicable Office of Management and Budget Circulars, which may impact the administration of funds and/or set forth certain cost principles, including the allowability of certain expenses.

3. BREACH OF CONTRACT TERMS

VIWMA reserves its right to all administrative, contractual, or legal remedies, including but not limited to suspension or termination of this contract, in instances where the Contractor or any of its subcontractors violate or breach any contract term. If the Contractor or any of its subcontractors violate or breach any contract term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

4. REPORTING REQUIREMENTS

The Contractor/Subcontractor shall complete and submit all reports, in such form and according to such schedule, as may be required by VIWMA. The Contractor/Subcontractor shall cooperate with all VIWMA efforts to comply with HUD requirements and regulations pertaining to reporting, including but not limited to 24 C.F.R. §§ 85.40-41 (or 84.50-52, if applicable) and 570.507.

5. ACCESS TO RECORDS

The State, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have, at any time and from time to time during

normal business hours, access to any work product, books, documents, papers, and records of the Subcontractor which are related to this contract, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions.

6. MAINTENANCE/RETENTION OF RECORDS

All records connected with this contract will be maintained in a central location and will be maintained for a period of at least 3 years following the date of final payment and close-out of all pending matters related to this contract.

7. SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

The Contractor/Subcontractor will take necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used in subcontracting when possible. Steps include:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- v. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

8. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by HUD.

9. ENERGY EFFICIENCY

The Contractor/Subcontractor shall comply with mandatory standards and policies relating to energy efficiency issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

10. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

The Contractor/Subcontractor shall comply with the provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be

denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

11. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The Contractor/Subcontractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

12. SECTION 504 OF THE REHABILITATION ACT OF 1973

The Contractor/Subcontractor shall comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 94), as amended, and any applicable regulations.

The Contractor/Subcontractor agrees that no qualified individual with handicaps shall, solely on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance from HUD.

13. AGE DISCRIMINATION ACT OF 1975

The Contractor/Subcontractor shall comply with the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), as amended, and any applicable regulations. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.

14. DEBARMENT, SUSPENSION, AND INELIGIBILITY

The Contractor/Subcontractor represents and warrants that it and its subcontractors are not debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs subject to 2 C.F.R. part 2424.

15. CONFLICTS OF INTEREST

The Contractor/Subcontractor shall notify VIWMA as soon as possible if this contract or any aspect related to the anticipated work under this contract raises an actual or potential conflict of interest (as defined at 2

C.F.R. Part 215 and 24 C.F.R. § 85.36 (or 84.42, if applicable)). The Contractor/Subcontractor shall explain the actual or potential conflict in writing in sufficient detail so that the State is able to assess such actual or potential conflict. The Contractor/Subcontractor shall provide VIWMA any additional information necessary for VIWMA to fully assess and address such actual or potential conflict of interest. The Contractor/Subcontractor shall accept any reasonable conflict mitigation strategy employed by VIWMA, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict.

16. SUBCONTRACTING

When subcontracting, the Contractor/Subcontractor shall solicit for and contract with such Contractor/subcontractors in a manner providing for fair competition. Some of the situations considered to be restrictive of competition include but are not limited to:

- (i) Placing unreasonable requirements on firms in order for them to qualify to do business,
- (ii) Requiring unnecessary experience and excessive bonding,
- (iii) Noncompetitive pricing practices between firms or between affiliated companies,
- (iv) Noncompetitive awards to consultants that are on retainer contracts,
- (v) Organizational conflicts of interest,
- (vi) Specifying only a *brand name* product instead of allowing an *equal* product to be offered and describing the performance of other relevant requirements of the procurement, and
- (vii) Any arbitrary action in the procurement process.

The Contractor/Subcontractor represents to VIWMA that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under this contract.

The Contractor will include these HUD General Provisions in every subcontract issued by it so that such provisions will be binding upon each of its subcontractors as well as the requirement to flow down such terms to all lower-tiered subcontractors.

17. ASSIGNABILITY

The Contractor/Subcontractor shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of VIWMA.

18. INDEMNIFICATION

The Contractor/Subcontractor shall indemnify, defend, and hold harmless VIWMA and its agents and employees from and against any and all claims, actions, suits, charges, and judgments arising from or related to the negligence or willful misconduct of the Contractor/Subcontractor in the performance of the services called for in this contract.

19. COPELAND “ANTI-KICKBACK” ACT

Salaries of personnel performing work under this contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Copeland “Anti-Kickback Act” of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. § 874; and Title 40 U.S.C. § 276c). The Contractor shall comply with all applicable

“Anti-Kickback” regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to ensure compliance by subcontractors with such regulations and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

20. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The Contractor/Subcontractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-330) as supplemented by Department of Labor regulations (29 C.F.R. part 5).

All laborers and mechanics employed by contractors or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the contractors and subcontractors shall comply with all regulations issued pursuant to that act and with other applicable Federal laws and regulations pertaining to labor standards.

21. DAVIS-BACON ACT

(Applicable to construction contracts exceeding \$2,000 when required by Federal program legislation)

The Contractor/Subcontractor shall comply with the Davis Bacon Act (40 U.S.C. §§ 276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F.R. part 5).

All laborers and mechanics employed by contractors or subcontractors, including employees of other governments, on construction work assisted under this contract, and subject to the provisions of the federal acts and regulations listed in this paragraph, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act.

22. TERMINATION FOR CAUSE

If, through any cause, the Contractor/Subcontractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor/Subcontractor shall violate any of the covenants, agreements, or stipulations of this contract, VIWMA shall thereupon have the right to terminate this contract by giving written notice to the Contractor/Subcontractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor/Subcontractor under this contract shall, at the option of VIWMA, become VIWMA's property and the Contractor/Subcontractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor/Subcontractor shall not be relieved of liability to VIWMA for damages sustained by VIWMA by virtue of any breach of the contract by the Contractor/Subcontractor, and the VIWMA may withhold any payments to the Contractor/Subcontractor for the purpose of set-off until such time as the exact amount of damages due to the VIWMA from the Subcontractor is determined.

23. TERMINATION FOR CONVENIENCE

The VIWMA may terminate this contract at any time by giving at least 30 days' notice in writing to the Contractor/Subcontractor. If the contract is terminated by VIWMA as provided herein, the Contractor/Subcontractor will be paid for the time provided and expenses incurred up to the termination date.

24. SECTION 503 OF THE REHABILITATION ACT OF 1973

The Contractor/Subcontractor shall comply with section 503 of the Rehabilitation Act of 1973 (29 U.S.C. § 793), as amended, and any applicable regulations.

Equal Opportunity for Workers With Disabilities

A. The Contractor/Subcontractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor/Subcontractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:

- i. Recruitment, advertising, and job application procedures;
- ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- iii. Rates of pay or any other form of compensation and changes in compensation;
- iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- v. Leaves of absence, sick leave, or any other leave;
- vi. Fringe benefits available by virtue of employment, whether or not administered by the Subcontractor;
- vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- viii. Activities sponsored by the contractor including social or recreational programs; and
- ix. Any other term, condition, or privilege of employment.

B. The Contractor/Subcontractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

- C. In the event of the Contractor/Subcontractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- D. The Contractor/Subcontractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Contractor's/Subcontractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Contractor/Subcontractor must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor/Subcontractor may have the notice read to a visually disabled individual or may lower the posted notice so that it might be read by a person in a wheelchair).
- E. The Contractor/Subcontractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor/Subcontractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.
- F. The Contractor/Subcontractor will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor/Subcontractor will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

25. EXECUTIVE ORDER 11246

The Contractor/Subcontractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

During the performance of this contract, the Contractor/Subcontractor agrees as follows:

- A. The Contractor/Subcontractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor/Subcontractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, 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.
- B. The Contractor/Subcontractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor/Subcontractor shall state that

all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

- C. The Contractor/Subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor/Subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- D. The Contractor/Subcontractor 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 by the agency contracting officer, advising the labor union or workers representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The Contractor/Subcontractor 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.
- F. The Contractor/Subcontractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- G. In the event of the Contractor's/Subcontractor's non-compliance with the non-discrimination clause of this contract or with any of such rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the Contractor/Subcontractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 and such other sanctions as 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.
- H. Contractor/Subcontractor shall incorporate the provisions of A through G above in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor so that such provisions shall be binding on such contractor/subcontractor. The Contractor/Subcontractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor/Subcontractor may request the United States to enter into such litigation to protect the interests of the United States.

26. CERTIFICATION OF NONSEGREGATED FACILITIES

The Contractor/Subcontractor certifies that it does not maintain or provide for its establishments, and that it does not permit employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for employees any segregated facilities at any of its establishments, and it will not permit employees to perform their services at any

location under its control where segregated facilities are maintained. The Contractor/Subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

As used in this certification, the term “segregated facilities” means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

The Contractor further agrees that (except where it has obtained for specific time periods) it will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that it will retain such certifications in its files; and that it will forward the preceding notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

27. CERTIFICATION OF COMPLIANCE WITH CLEAN AIR AND WATER ACTS

The Contractor and all its subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 U.S.C. § 1857 *et seq.*, the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*, and the regulations of the Environmental Protection Agency with respect thereto, at 40 C.F.R. Part 15 and 32, as amended, Section 508 of the Clean Water Act (33 U.S.C. § 1368) and Executive Order 11738.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

- A.** A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to 40 C.F.R. 32 or on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 C.F.R. Part 15, as amended.
- B.** Agreement by the Subcontractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. § 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. § 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- C.** A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the Excluded Party Listing System or the EPA List of Violating Facilities.
- D.** Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (A) through (D) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

28. LOBBYING

The Contractor/Subcontractor certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor/Subcontractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor/Subcontractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

29. BONDING REQUIREMENTS

The Contractor/Subcontractor shall comply with VIWMA bonding requirements, unless they have not been approved by HUD, in which case the Contractor/Subcontractor shall comply with the following minimum bonding requirements:

- (1) *A bid guarantee from each bidder equivalent to five percent of the bid price.* The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- (2) *A performance bond on the part of the Contractor/Subcontractor for 100 percent of the contract price.* A "performance bond" is one executed in connection with a contract to secure fulfillment of all the Contractor's/Subcontractor's obligations under such contract.
- (3) *A payment bond on the part of the Contractor/Subcontractor for 100 percent of the contract price.* A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

30. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 C.F.R. part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The *Contractor*/Subcontractor agrees to send to each labor organization or representative of workers with which the *Contractor*/Subcontractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The *Contractor* agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 135. The Contractor will not subcontract with any subcontractor where the subcontractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.
- E. The *Contractor*/Subcontractor will certify that any vacant employment positions, including training positions, that are filled: (1) after the *contractor*/subcontractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the *Contractor*/Subcontractor's obligations under 24 C.F.R. part 135.
- F. Noncompliance with HUD's regulations in 24 C.F.R. part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and

subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

31. FAIR HOUSING ACT

Contractor/Subcontractor shall comply with the provisions of the Fair Housing Act of 1968 as amended. The act prohibits discrimination in the sale or rental of housing, the financing of housing or the provision of brokerage services against any person on the basis of race, color, religion, sex, national origin, handicap or familial status. The Equal Opportunity in Housing Act prohibits discrimination against individuals on the basis of race, color, religion, sex or national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with Federal funds.

32. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

The Federal Funding Accountability and Transparency Act of 2006 (FFATA), as amended, was signed with the intent of reducing wasteful government spending and providing citizens with the ability to hold the government accountable for spending decisions. 2 C.F.R. § Part 170 outlines the requirements of recipients' in reporting information on subawards and executive total compensation under FFATA legislation. Any non-Federal entity that receives or administers Federal financial assistance in the form of: grants, loans, loan guarantees, subsidies, insurance, food commodities, direct appropriations, assessed and voluntary contributions; and/or other financial assistance transactions that authorize the non-Federal entities' expenditure of Federal fund, is subject to these requirements.

Prime contract awardees and prime grant awardees are required to report against subcontracts and subgrants awarded in the FFATA Subaward Reporting System (FSRS), the reporting tool for Federal prime awardees. This information reported will then be displayed on a public and searchable website: www.USASpending.gov.

33. PROCUREMENT

The Uniform Guidance procurement requirements (2 C.F.R. § Part 200, Subpart D) went into effect on July 1, 2018. These requirements are applicable to CDBG-DR funded projects, or as provided by 83 Federal Register 5844 VI A(1)(b)(2) permits a state grantee to elect to follow its own procurement policy. These policies and procedures ensure that Federal dollars are spent fairly and encourage open competition at the best level of service and price.

34. CHANGE ORDERS TO CONTRACTS

Change orders are issued when the initial agreed upon pricing or work to be completed requires modification. First, the contractor must complete a Change Order Request Form. This form and supporting documentation must be delivered to the Project Manager for review. Each change order must have a cost analysis. Once the Project Manager approves the change order, it is returned to the contractor for execution. Change orders are only invoiced on the final draw and categorized as "change order." The amount listed on the invoice must match the previously approved amount and must be cost reasonable. The Project Manager is responsible for verifying cost reasonableness. Verification documentation for cost reasonableness becomes an attachment to the change order.

35. ENVIRONMENTAL REVIEW

Every project undertaken with Federal funds, and all activities related to that project, is subject to the provisions of the National Environmental Policy Act of 1969 (NEPA), as well as to the HUD environmental review regulations at 24 C.F.R. § Part 58- ENVIRONMENTAL REVIEW PROCEDURES FOR ENTITIES ASSUMING HUD ENVIRONMENTAL RESPONSIBILITIES. The primary purpose of this Act is to protect and enhance the quality of our natural environment. The HUD environmental review process must be completed before any Federal funds can be accessed for program-eligible activities.

The primary objectives of the HUD environmental review are to identify specific environmental factors that may be encountered at potential project sites, and to develop procedures to ensure compliance with regulations pertaining to these factors. The HUD environmental review is designed to produce program specific environmental review procedures in a program that can vary greatly in terms of scope of work.

36. LEAD BASED PAINT

All housing units assisted using CDBG-DR funds must comply with the regulations regarding lead-based paint found at 24 C.F.R. § Part 35- LEAD-BASED PAINT POISONING PREVENTION IN CERTAIN RESIDENTIAL STRUCTURES.

37. ENVIRONMENTAL REVIEW RECORD

The Environmental Officer is responsible for maintaining a written record of the environmental review process. The ERR for all programs contains all the governmental review documents, public notices and written determinations or environmental findings required by 24 C.F.R. § Part 58- ENVIRONMENTAL REVIEW PROCEDURES FOR ENTITIES ASSUMING HUD ENVIRONMENTAL RESPONSIBILITIES as evidence of review, decision making and actions pertaining to a project of a recipient.

38. FLOOD INSURANCE REQUIREMENTS

Grantees and subrecipients of Federal funding must ensure that procedures and mechanisms are put into place to monitor compliance with all flood insurance requirements as found in the Flood Disaster Protection Act of 1973, 24 C.F.R. § 570.605- NATIONAL FLOOD INSURANCE PROGRAM and 24 C.F.R. § 570.202- ELIGIBLE REHABILITATION AND PRESERVATION ACTIVITIES.

39. DUPLICATION OF BENEFITS

CDBG-DR funding intends to address the unmet needs of a community. The funds are supplemental to primary forms of assistance, including private insurance and FEMA funds. To avoid duplicative assistance and potential de-obligation of funding, Subrecipient must utilize all possible funding sources before applying CDBG-DR dollars to a project. CDBG-DR programs are typically implemented after temporary disaster assistance programs, such as FEMA Individual Assistance which are not intended to make someone whole.

The Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), as amended, 42 U.S.C. §5121 et seq., established the requirements for Duplication of Benefits (DOB) analysis.

40. ANTI-FRAUD, WASTE AND ABUSE CHECKS

The Anti-Fraud, Waste and Abuse (AFWA) check is designed to identify discrepancies and risk-relevant issues in Applicant-provided information that may be indicative of fraud, waste, and/or abuse.

41. AFFIRMATIVELY FURTHERING FAIR HOUSING

The Fair Housing Act of 1968, as amended, 42 U.S.C. §3601, et seq., dictates that grantees are required to administer all programs and activities related to housing and urban development in a manner to affirmatively further the policies of the Fair Housing Act. Per the regulations of 24 C.F.R. § 570.601 and in accordance with Section 104(b)(2) of the Housing and Community Development Act of 1974, as amended, 42 U.S.C. §5301 et seq., for each community receiving a grant under Subpart D of this part, the certification that the grantee will affirmatively further fair housing shall specifically require the grantee to take meaningful actions to further the goals identified in the grantee's Assessment of Fair Housing (AFH) plan, conducted in accordance with the requirements of 24 C.F.R. § §§5.150-5.180 (Affirmatively Furthering Fair Housing) and take no action that is materially inconsistent with its obligation to affirmatively further fair housing.

42. DRUG FREE WORKPLACE

The Drug-Free Workplace Act of 1988, as amended, 41 U.S.C. §81, as implemented by 24 C.F.R. § Part 24 Subpart F, §§983.251-983.262, requires that any grantee other than an individual must certify that it will provide a drug-free workplace. Any grantee found in violation of the requirements of this act may be subject to suspension of payments under the grant, suspension or termination of the grant or suspension or debarment of the grantee.

43. TIMELY DISTRIBUTION OF FUNDS

The Supplemental Appropriations for Disaster Relief Requirements, 2017 (Pub. L. 115-56), approved September 8, 2017 (Appropriations Act), as amended, requires that funds provided under the Act be expended within two (2) years of the date that HUD obligates funds to a grantee unless otherwise authorized via waiver of this requirement by the Office of Management and Budget (OMB). The OMB waived the two (2) year expenditure requirement under 83 FR 40314; however, the provision to expend one hundred percent (100%) of the total allocation of CDBG-DR funds on eligible activities within six (6) years of HUD's initial obligation of funds remains in effect. The six (6) year expenditure period commences with the initial obligation of funds provided under 83 FR 5844. Additionally, per 83 FR 5844, the provisions at 24 C.F.R. § 570.494 and 24 C.F.R. § 570.902, regarding timely distribution and expenditure of funds, are waived and an alternative requirement was established.

Furthermore, consistent with 31 U.S.C §1555 and OMB Circular No. A-11 (2017), if the Secretary of HUD or the President of the United States determines that the purposes for which the appropriation was made have been carried out and no disbursement has been made against the appropriation for two (2) consecutive fiscal years, any remaining unobligated balance shall be canceled and will be made unavailable for obligation or expenditure for any purpose.

44. PROPERTY MANAGEMENT AND DISTRIBUTION

Regulations governing property management and distribution of real property, equipment, financial obligations and return of un-obligated cash post program closeout can be found in 24 C.F.R. § 570.506, 2 C.F.R. § 200.310, 2 C.F.R. § 200.343 and 2 C.F.R. § 200.344(b). The standards of 24 C.F.R. § 570.506 apply to any real property under a CDBG award recipient's control acquired in whole or in part with CDBG funds in excess of \$25,000.00. The recipient may not change the use or planned use of the property without proper notification to affected citizens and allowable time for comment by them. If the property is not a building for general government conduct, the use of the property may be changed with citizen approval if it either meets one of the national objectives as defined in 24 C.F.R. § 570.208 or if not, the recipient may either retain or dispose of the property for the changed use if the recipient's CDBG program is reimbursed in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, and improvements to, the property. Following such reimbursement, the property will no longer be subject to any CDBG requirements.

45. LIMITED ENGLISH PROFICIENCY

Executive Order No. 13166, signed on August 11, 2000, requires programs, subrecipients, contractors, subcontractors, and/or developers funded in whole or in part with CDBG-DR financial assistance to ensure fair and meaningful access to programs and services for families and individuals with Limited English Proficiency (LEP) and/or deaf/hard of hearing. Fair access is ensured through the implementation of a Language Assistance Plan (LAP), which includes non-English-based outreach, translation services of vital documents, free language assistance services, and staff training. Vital documents are defined as depending on the importance of the program, information, encounter, or service involved, and the consequence to the LEP person if the information in question is not provided accurately or in a timely manner.

46. PERSONALLY IDENTIFIABLE INFORMATION

In accordance with 2 C.F.R. § 200.303, regarding internal controls of a non-Federal entity, a grantee must guarantee the protection of all Personally Identifiable Information (PII) obtained. The program will enact necessary measures to ensure PII of all applicants is safeguarded as to avoid release of private information. If a contractor or employee should experience any loss or potential loss of PII, the program shall be notified immediately of the breach or potential breach.

47. UNIFORM RELOCATION ACT

CDBG-DR funds are subject to the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (URA or Uniform Act), as amended. 49 C.F.R. § Part 24 requires relocation assistance for lower-income individuals displaced as a result of the demolition or conversion of a lower-income dwelling and requires one-for-one replacement of lower-income units demolished or converted to other uses.

48. RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE PLAN. Per Section 104(d) of the Housing and Community Development Act of 1974 § 42.325

(a) Certification.

(1) As part of its consolidated plan under 24 CFR part 91, the recipient must certify that it has in effect and is following a residential anti-displacement and relocation assistance plan.

(2) A unit of general local government receiving funds from the State must certify to the State that it has in effect and is following a residential anti-displacement and relocation assistance plan, and that it will minimize displacement of persons as a result of assisted activities. The State may require the unit of general

local government to follow the State's plan or permit it to develop its own plan. A unit of general local government that develops its own plan must adopt the plan and make it public.

(b) Plan contents.

- (1) The plan shall indicate the steps that will be taken consistent with other goals and objectives of the program, as provided in parts 92 and 570 of this title, to minimize the displacement of families and individuals from their homes and neighborhoods as a result of any assisted activities.
- (2) The plan shall provide for relocation assistance in accordance with § 42.350.
- (3) The plan shall provide one-for-one replacement units to the extent required by § 42.375.

49. COMPLAINTS AND APPEALS

Citizen comments on VIWMA's published Action Plan, any substantial amendments to the Action Plan, performance reports and/or other issues related to the general administration of CDBG-DR funds are welcomed throughout the duration of the grant. The Citizen Participation Plan is posted as a stand-alone document at www.VIWMA.gov. Complaints regarding fraud, waste, or abuse of government funds shall be addressed to the HUD Office of Inspector General Fraud Hotline by phone: 1-800-347-3735 or email: hotline@hudoig.gov.

50. MONITORING

As per CDBG regulation, 24 C.F.R. § 570.501(b), grantees of CDBG-DR funds are responsible for carrying out their programs to meet compliance with CDBG Program, statutory and regulatory requirements, including monitoring their project administrators, contractors and subcontractors. As such, throughout the application, planning, design, and implementation phase of the program, VIWMA will conduct internal monitoring of processes, procedures, policy, applications, planning, design, construction, and other applicable phases.

51. PROCUREMENT OF RECOVERED MATERIALS

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

Title 2 – Federal Financial Assistance

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

Chapter II – Office of Management and Budget Guidance

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

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

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

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

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

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

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

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

(K) See § 200.216.

(L) See § 200.322.

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