



Telephone: 716-286-4371
Fax: 716-286-4337

CITY OF NIAGARA FALLS, NEW YORK
DIVISION OF PURCHASING
City Hall Room 17
745 Main Street
Niagara falls, NY 14302-0069

<u>Time</u>	<u>RFP #2014-4</u>	<u>Date</u>
<u>1:00 P.M.</u>		<u>Thursday, March 27, 2014</u>
<u>FOR: Refuse Collection and Disposal and</u>		
<u>Recyclable Materials Collection and Processing</u>		

Request for Proposal questions shall be submitted to:

CITY OF NIAGARA FALLS, NEW YORK
DIVISION OF PURCHASING
City Hall Room 17
745 Main Street
PO Box 69
Niagara Falls, NY 14302-0069

The City of Niagara Falls, New York, in accordance with New York State General Municipal Law 120-w, has issued a Request for Proposals (RFP) to solicit proposals from contractors ("respondents") for refuse hauling from collection sites within the City limits, refuse disposal of all waste collected, recycling hauling from collection sites within City limits, processing and sale of recyclables. The City anticipates purchasing both Refuse and Recycling Carts to distribute to residents per the terms of this contract. A five (5) year period is sought with the potential for an additional five (5) year extension upon mutual written consent of the City and Successful Respondent.

In accordance with New York State General Municipal Law 120-w, it is the intention of the City to enter into negotiations for an agreement with the contractor whose proposal, in the judgment of the City, best serves the City's needs, considering costs, technical feasibility and reliability, resources, risk allocation, and experience in similar operations. The City reserves the right to reject all proposals.

The RFP may be examined and obtained at the City of Niagara Falls, New York Division of Purchasing located at 745 Main St. and is also available online at the City website www.niagarafallsusa.org (Purchasing link from the "Departments" tab). The City urges that all likely proposers forward their current contact information to the City, in order to receive updates, addendums, and comment replies regarding this RFP. The final RFP will require a deposit of a certified check, payable to the order of the City of Niagara Falls, for a sum equal to ten thousand dollars (\$10,000), or a bond with sufficient sureties in a penal sum equal to the sum of thousand dollars (\$10,000), with the condition that if the proposal is accepted, the successful Respondent will enter into a contract for the terms of the agreement, and that he/she will execute an agreement with the City within fifteen (15) days from the acceptance of the proposal, as specified in the proposal conditions.

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1.0 BACKGROUND:

The City recognizes the efficiency related to collecting both refuse and recycling from carts and is therefore developing a program whereby program participants are issued carts suitable for both semi and fully-automated collection, with the exception of monthly bulk collection (refuse) and cart based, every-other-week recycling collection. Therefore, the City is expecting the investment in refuse and recycling carts will maximize collection efficiencies by utilizing automated loading features.

The City encourages prospective contractors to incorporate cost saving approaches and any methods to increase recycling participation in their proposals. An educational strategy that covers cart based collection, importance of maintenance, schedules for collection and placement of carts shall be included in all final proposals.

2.0 CURRENT REFUSE AND RECYCLING OPERATIONS:

- 2.a. The current refuse and recycling program includes weekly pickup of solid waste in customer provided refuse containers and single stream recycling in City provided bins (18-gallon). Residents are allowed to place one (1) bulk item with their weekly scheduled collection.
- 2.b. Residents and property owners of Niagara Falls, New York may bring bulk refuse which is generated in the City to the Contractor's Facility. Permits for doing this are provided by the City to the residents (approximately 700 City permits are issued per year). Residents then bring the refuse to the Contractor's facility; vehicles are weighed incoming and outgoing. An invoice is submitted to the City for the tonnage dropped off and the City is billed on the same per ton basis as the bulk refuse picked up at curbside/street-line/alley.
- 2.c. The City's Corporation Yard has two 65 cubic yard and one 30 cubic yard roll-off dumpsters that are utilized for various refuse that is collected by City Crews. When called for, the Contractor will come to New Road and empty the dumpster and haul the refuse to the Contractor's facility. The City is billed on the same per ton basis as the bulk refuse picked up at curbside/street-line/alley
- 2.d. The City's Municipal Services Building, 1925 Main Street, Niagara Falls, NY. has two 8 cu. yd. dumpsters that are serviced twice/week.
- 2.e. The City has a separate contract for additional dumpster services when needed for special events.
- 2.f. Electronics are recycled thru an independent City operated program.

3.0 PROPOSAL SCHEDULE:

The City of Niagara Falls is undertaking this competitive procurement in compliance with procedures specified in Section 120-w. The schedule for this solicitation of proposals is included in the timeline presented below. The City reserves the right to modify this schedule as necessary, and is therefore tentative and subject to changes.

A pre-proposal meeting was held on Thursday January 30 at 1:00 at City Hall, 745 Main St., Niagara Falls, NY 14302. The purpose of the pre-proposal conference was to discuss any questions interested parties may have regarding the project and DRFP that was issued on January 21m 2014. A response to submitted comments was issued on Monday February 10, 2014.

<u>Proposed Date</u>	<u>Action</u>
January 21, 2014.....	RFP Notice published and RFP available
January 30, 2014.....	Proposal Meeting (1:00pm)
February 13, 2014.....	RFP Responses due
February 28, 2014.....	Final RFP published in accordance with 120-w.
March 27, 2014.....	Last day to submit final proposals (1:00pm)
March 28 through April 3, 2014.....	Final proposals evaluated
April 4 through April 8	Proposal evaluation completed and selection of contractor for contract negotiation commencement.
April 11, 2014	Complete negotiations and recommend responsible contractor with more responsive RFP for contract reward.
April 14, 2014	Make award to selected Contractor.
May 1, 2014.....	Commence contract
If needed, TBD	If award is made to a contractor other than the lowest Respondent, the City will hold a public hearing.
If needed, TBD.....	If award is made to a contractor other than the lowest Respondent, the City will adopt a resolution with the particularized findings regarding the factors upon which the City made the award, and indicating that City requirements are met by the award, and that the award is in the public interest.
TBD.....	Notice of the official City action awarding the contract published in accordance with Section 120-w.

4.0 PROPOSAL SUBMITAL REQUIREMENTS:

The City intends to award a contract as a result of this RFP process. A start date for collection services is set for Thursday May 1, 2014, beginning with the Thursday collection route. For the first 90 days of the contract (to August 1, 2014), to allow for the full distribution of refuse and recycling containers, the contractor shall collect refuse and recycling as it is currently conducted. Following August 1, 2014 or a date mutually agreed upon between the City and Contractor, it is expected that all refuse and recycling shall be collected in accordance with this request for proposals.

The City believes in maintain a high level of commitment of quality customer service. In procuring the services listed herein, the City seeks to provide opportunities for residents to decrease the amount of solid waste disposed and increase waste reduction and recycling practices. The City is soliciting

proposal from qualified contractors for refuse and recyclable materials collection; refuse disposal and recycling processing services to maximize recyclables recovery and minimize waste disposal. This contract will include all residential units (single, double, triple, quad buildings). All units, with the exception of specified tourist, park and events locations shall receive weekly refuse collection services and every-other-week recycling collection from wheeled refuse and recycling containers, with the exception of the first 90 days of the contract. The City will issue a default of one (1) 64-Gallon refuse cart per unit with a maximum of four (4) refuse carts per parcel per collection. For example, single family homes (210) will receive one (1) 64-Gallon cart, double family homes (220) will receive two (2) 64-Gallon carts and so on. Recycling carts will be issued in a similar manner; however the capacity of the recycling cart will be approximately 96-Gallons to accommodate an every-other-week collection frequency. One (1) 96-Gallon Recycling carts will be issued to single family homes (210), two (2) to double family homes (220), three (3) to triple family homes (230) and two (2) to quad/four family parcels.

A limited number of commercial parcels will be eligible to participate in the City's collection program. These parcels are primarily mixed use residential/professional units and total approximately 700 parcels throughout the City. The only level of service offered to eligible Commercial parcels are two (2) 64-Gallon refuse carts and one (1) 96 gallon recycling cart. Recycling collection will take place at a frequency of every-other-week, consistent with residential recycling collection.

Each respondent shall submit information regarding their proposed approach for implementation of the project, in addition to the required information contained in the specific proposal conditions. The approach shall include the following minimum information:

4.1 Contractor's Description of Requested Services – Provide a detailed description of the Contractor's ability to implement the project as proposed throughout this RFP document and the likelihood for success. List key milestones and potential obstacles. Provide a project schedule indicating key dates. As part of this information, respondents should supply a list of existing projects, a summary of how they are similar in nature to this proposed project, and associated references that can be contacted.

4.2 Commitment to Waste Reduction – Respondent Contractors commitment to compliment the City's strategy to reduce the quantity of waste destined for disposal and support the economic and strategic development plans to encourage and maintain waste reduction.

4.3 Description of Curbside/street-line/alley Recycling Program - Respondent Contractors description of proposed curbside/street-line/alley recycling collection program that engages residents to participate and seeks to minimize contamination placed by users in recycling containers.

4.4 Program to Minimize Missed Collections and Manage Complaints - Respondent Contractors shall include a proposal to mitigate missed collections and establish a system where the contractor will be able to notify residents and the City upon misuse (i.e. "oops" sticker, daily report documenting missed collections, indication of too much waste, etc.) and attempts to rectify complaints received by the City regarding missed collection, poor handling of refuse and recycling containers, and any other issues that may arise concerning the work performed by the contractor.

It is expected that customer complaints will be first answered and administered by the City. The Contractor shall be responsible for responding to customer complaints forwarded to the City and for developing a portal for customer service (i.e. telephone line, e-mail or website). In time, it is the expectation of the City that residents will be advised to contact the Contractor for collection related complaints.

The City encourages the Contractor to have a dedicated phone line, e-mail and/or website specifically for the use of managing customer relations and the contact information of a dedicated individual capable of interacting directly with an individual from the City related to the City's account.

4.5 *Proposal Exceptions* - The Respondent Contractor shall furnish a list that specifies any proposal exceptions.

4.6 *Contractor Qualifications* - Provide an organizational chart, inclusive of responsibilities and reporting relationships of personnel, and supporting text describing the background of the organization. Include a list of all legal and contractual relationships between and among respondent team members. Include a short business history of respondent team members that is inclusive of experiences with provision and services requested in this RFP.

4.7 *Value Added Alternatives* - Describe specific methodologies, innovative practices and potential cost saving measures relevant to this RFP.

4.8 *Financial Viability/Funding Sources* - Provide a description of proposed package and identify anticipated costs, total financial investment and justify the financial viability of the proposed approach. The City is requiring the Contractor to provide evidence that they have the necessary resources to provide a program that will remain stable throughout the life of the contract.

4.9 *Certified Financial Statements* - Provide three (3) years of audited financial statements including balance sheets, cash flow and income statements. The City will also accept three (3) years of reviewed financial statements, such as balance sheets, cash flow and income statements from a Certified Public Accountant.

4.10 *Bond and Credit Ratings/References* - Provide bond and credit rating information. Include a minimum of three (3) bond and credit references.

4.11 *Demonstrated Financial Performances* - Demonstrate the ability to meet contract securing requirements by supplying information on previous projects including financial guarantees, letters of credit and payment and/or performance bonds.

4.12 *Affirmative Action/Equal Opportunity Employment* - This project will be subject to applicable laws, directives, and regulations as promulgated by State and Local authorities in the area of Equal Employment Opportunity (EEO). The respondent is required to include in its proposal an Affirmative Action Plan, which incorporates the City's EEO Policy (Appendix "F").

5.0 **DEFINITIONS**

- 5.1 Bulk Solid Waste** – Solid Waste which is too large or too heavy to place inside City issued Refuse Cart. The term includes discarded small household furniture, bedding and mattresses, hot-water tanks, carpet, etc. This will also include Large Appliances to include stoves, dishwashers, dryers, washing machines, scrap metal and other large appliances. This term DOES NOT include air-conditioners, refrigerators, microwave-emitted equipment, microwave ovens and regulated material.
- 5.2 City of Niagara Falls, New York “City”** – is a municipal corporation incorporated pursuant to the laws of the State of New York in 1892.
- 5.3 City Issued Container** - A roll-away (wheeled) refuse cart issued by the City to property owners or their representatives, capable of semi-automated and/or automated refuse collection, for the sole purpose of storage, collection and disposal of source-separated solid waste.
- 5.4 City User** – A person who is a legal resident of the City and who subscribes to CITY Refuse and Recycling Program.
- 5.5 Commencement Date** – May 1, 2014 through April 30, 2019.
- 5.6 Commercial Refuse** – waste originating in and around commercial establishments, industrial establishments and institutions.
- 5.7 Commercial Refuse Management** – the purposeful, systematic control of the generation, separation, storage, collection, processing and disposal of commercial and institutional waste.
- 5.8 Commercial/Industrial User** – Any producers of solid waste other than single, double or multi-family producer, including businesses, schools, churches, post offices, restaurants, governmental properties, institutional properties, parking lots, parking garages and parking ramps.
- 5.9 Commingled Recyclables** – mixed recyclable materials separated from MSW at the point of generation.
- 5.10 Composting** – a controlled microbial degradation of organic waste yielding a nuisance-free product of potential value as a soil conditioner.
- 5.11 Construction Waste** - Waste resulting from the commercial operations of persons, firms or corporations engaging in the construction, reconstruction, demolition, excavation or repair of buildings, property or streets.
- 5.12 Curbside/street-line/alley Collection** – collection at individual households or commercial buildings by municipal or private haulers, for subsequent transport to management facility.
- 5.13 Default Service** – Residents and individual apartment units will receive the following containers.
- 5.13.a Single Family: one (1)-64-Gallon refuse cart and one (1)-96 gallon recycling cart
 - 5.13.b Double Family: two (2)-64-Gallon refuse carts and two (2)-96 gallon recycling carts
 - 5.13.c Triple Family: three (3)-64-Gallon refuse carts three (3)-96 gallon recycling carts
 - 5.13.d Multi-Residential (not to exceed five (5) units): must either present appropriate documentation of service contract engagement or default to four (4)-64-Gallon refuse and two (2) 96-Gallon recycling carts.

- 5.14 Double Family Parcel** – a person who owns or occupies an improved parcel of land in the CITY which is designated for or occupied by a residential use with two dwelling units.
- 5.15 Contractor’s Facility** – the structures, land and other improvements on the land, used for treating, sorting, or disposing of waste. A facility may consist of several treatment, storage, or disposal operational units.
- 5.16 Final Request for RFP** – shall mean completed, formal procurement document, issued in accordance with Section 120-w of the New York State General Municipal Law for the purpose of soliciting contracts and agreements for solid waste management, collection and disposal.
- 5.17 Force Majeure** – shall mean any occurrence that effectively prevents a party from performing any of its obligations under this agreement(s), to the extent that such occurrence is demonstrably beyond the reasonable control of the non-performing party; and shall include, but not limited to, such occurrences as acts of war, whether declared or not; riots or violent calamities; strikes or other labor disputes whether or not on the part of the employees or either party hereto; or future order of any government, court or regulatory body claiming jurisdiction, specifically including, but not limited to, the New York State Department of Environmental Conservation.
- 5.18 Hazardous Materials** – a solid waste or combination of solid wastes which, because of its quantity, concentration or physical, chemical or infectious characteristics, may cause or presents a significant threat to human health and/or the environment when improperly treated, stored, transported, disposed or otherwise managed. From a regulatory standpoint hazardous waste is defined on a basis of regulations in the Resource Conservation and Recovery Act administered by the USEPA.
- 5.19 Industrial Waste** – any and all residue resulting directly from industrial or manufacturing operations. It shall not include refuse origination from office operations or an industrial establishment, nor shall it include refuse resulting from the commercial operations of persons, firms or corporations engaged in the construction of buildings, the repair of streets and buildings, demolition or excavation. Residue or waste resulting from tree or landscaping services shall also be excluded.
- 5.20 Integrated Waste Management** – coordinated use of a hierarchy of management methods, including recycling, composting, incineration and land filling.
- 5.21 Landscape Waste** – all accumulations of grass or shrubbery cuttings, leaves, tree branches, and other materials accumulated as the result of the care of the lawn, shrubbery, vines and trees.
- 5.22 Materials Recovery Facility (MRF)** – a materials recovery facility.
- 5.23 Multi-residential User** – a person who owns or occupies an improved parcel of land in the CITY which is designated for or occupied by a residential use with four (4) or more dwelling units not exceeding six (6) units.
- 5.24 Proposal or RFP** – shall mean a document submitted in response to the final RFP.
- 5.25 Parcel** – a single address or location that may have a single, double or triple residency or a small commercial business that requires collection of solid waste and recyclables.

- 5.26 Recycling** – separating and processing a given waste material from the waste stream for reuse or processing so as to be suitable for use as a raw material for manufacturing.
- 5.27 Recycling Container** – a bin, roll-away cart or other container set at curbside/street-line/alley, supplied by the CITY or designee of the CITY, for use by waste generators within the CITY, which is readily identifiable by a hauler as a container for recyclable materials. Containers supplied by the CITY designee shall be used exclusively for the storage and collection of recyclables pursuant to a city-sponsored recycling program and such containers shall, at all times, remain the property of the CITY.
- 5.28 Refuse** – solid waste generated at residences, commercial establishments and institutions. Means garbage, refuse or other waste and other material resulting from residential dwellings or establishments and existing public areas which are not defined as RECYCLABLES or LANDSCAPE WASTE.
- 5.28.A** Excluded from the definition of refuse (municipal solid waste) are the following which the Contractor shall have no obligation to accept or process (herein the “excluded wastes”): any radioactive, volatile, highly flammable, explosive, toxic, biomedical, or hazardous material or any other waste or material not meeting the requirements of this contract. The term “hazardous material” shall include, but not limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency of jurisdiction. However, it is reasonable to expect that there is a chance of accidental mixing of such waste with the normal refuse stream. The Contractor must be prepared to deal with such situations. The CITY must be contacted if the Contractor finds such material.
- 5.29 Refuse Cart** – see CITY Issued Container.
- 5.30 Residential User** – a person who owns or occupies any improved parcel of land in the CITY which is designed for or occupied by a residential use with four (4) or fewer dwelling units. This term includes, but is not limited to vacant lots and two residential structures on one parcel.
- 5.31 Residential Building Refuse** – any and all refuse or residue resulting from building construction, reconstruction, repair or demolition or other incidental work in connection with any premises; or from replacement of building equipment or appliances, which work is performed by the owner or resident. Blend with CONSTRUCTION WASTE: Waste resulting from the commercial operations of persons, firms or corporations engaging in the construction, reconstruction, demolition, excavation or repair of buildings, property or streets.
- 5.32 Respondent Contractor** – an entity that specializes in recycling, commercial and residential waste removal, sanitation for residential, commercial, industrial and municipal customers.
- 5.33 Separate and Additional Collection Service** – residents desirous of disposing of quantities of refuse may separately contract with CITY approved hauler using additional container service rates included in this RFP.
- 5.34 Single Family Parcel** – a person who owns or occupies an improved parcel of land in the CITY which is designated for or occupied by a residential use with one family dwelling unit.
- 5.35 Single Stream Recycling** – a system in which all paper fibers and containers (glass, plastic, aluminum) are mixed together in the same receptacle for recycling.

- 5.36 Source Separation** – the segregation of recyclables and other recoverable materials from non-recyclable solid waste at the point of generation for separate collection, donations, sale or other disposition.
- 5.37 Transfer Station** – A location where certain types of waste can be temporarily stored prior to ultimate disposal.
- 5.38 Triple Family Parcel** – a person who owns or occupies an improved parcel of land in the CITY which is designated for or occupied by a residential use with three dwellings.
- 5.39 Waste Reduction Program** – programs designed to reduce the volume of solid waste, to enhance reclamation and recovery of solid waste or recyclables otherwise destined for the municipal waste stream, and includes recycling programs; changes to the packaging portion of the waste stream to reduce solid waste generated; and activities and enterprises of scrap dealers.
- 5.40 Yard Waste** – compost material, organic yard and garden waste, grass clippings and brush. This term does not include regulated material.

6.0 GENERAL PROPOSAL CONDITIONS:

- 6.1 *Bond or Certified Check*** – included in the final response shall be a certified check, payable to the order of the City of Niagara Falls, NY for a sum equal to ten thousand dollars (\$10,000), or a bond with sufficient sureties in a penal sum equal to ten thousand dollars (\$10,000), with the condition that if the proposal is accepted, the successful respondent will enter into a contract for the terms of the agreement, and that he/she will execute an agreement with the City within fifteen (15) days from the date of acceptance of the RFP, as specified in the proposal conditions.
- 6.2 *Period of Validity*** – all proposals shall be valid for a period of 90 days from the last date to submit proposals.
- 6.3 *Responses Required*** – all Successful Respondents must respond to all General Proposal Conditions and Specific Proposal Condition sections when submitting their final response.
- 6.4 *Correspondence*** – all communications concerning the RFP Specifications must be submitted, in writing, to City of Niagara Falls, New York via e-mail to shirley.bernat@niagarafallsny.gov Only written questions submitted via email will be accepted. No response other than written responses distributed by the City of Niagara Falls, New York will be binding upon City of Niagara Falls, New York. Questions will be answered, in writing, and sent via e-mail to those requesting Specifications or who have submitted their Contact information to the City.

It is the respondent's responsibility to check the City of Niagara Falls, New York website for any addenda or other communications, which may be necessary during the solicitation period.

- 6.5 *Award of Contract*** - City Council will be presented with the City Administrator's recommendation for award and vote at their regular meeting scheduled for Monday April 14, 2014.
- 6.6 *Insurance Requirements*** – before performing any work related to the awarded contract the Successful respondent shall procure and maintain, during the life of said contract, insurance coverage as outlined in (Appendix "D" Instructions for City of Niagara Falls Standard Insurance Certificate).
- 6.7 *Laws*** - Each and every provision of law and clause required by law to be inserted in this agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party, this Contract shall be physically amended forthwith to make such insertion. In particular, the Contractor shall, among other things, fully comply with:
- a) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil rights Law relating to prohibition against discrimination and equal opportunity.
 - b) Affirmative action as required by the Labor Law.
 - c) Prevention of dust hazard required by Labor Law Section 222-a.
 - d) Preference in employment of persons required by Labor Law Section 222.
 - e) Eight hour day as required by Labor Law Section 220(2).
- 6.8 *Indemnification*** – The work performed by the Contractor shall be at the risk of the Contractor exclusively. Contractor will agree to a fault-based indemnity to the extent of its negligence or willful misconduct but will not be required to indemnify the City to the extent of the City's negligence or willful misconduct. To the fullest extent permitted by law, the Contractor shall indemnify, defend (at Contractor's sole expense) and hold harmless the City of Niagara Falls, its

representatives, members, designees, officers, directors, employees agents, successors, and assigns (“Indemnified Parties”), from claims for bodily injury, death or damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations and any liabilities, costs and expenses (including but not limited to investigative and repair costs, attorney’s fees and costs, and consultant’s fees and costs) (“Claims”) which arise or are in any way connected with the work performed, Materials furnished or Services provided under this Agreement by the Contractor or its agents. These indemnity and defense obligations shall apply to any acts or omissions, neglect or willful misconduct of the Contractor, its employees or agents, whether active or passive. Said indemnity and defense obligations shall further apply, whether or not said claims arise out of the concurrent act, omission, or neglect of the Indemnified Parties, whether active or passive. Contractor shall not be obligated to indemnify and defend the City of Niagara Falls for claims found to be due to the sole negligence of willful misconduct or Indemnified parties.

Contractor’s indemnification and defense obligations hereunder shall extend to Claims occurring after this agreement is terminated as well as while it is in force, and shall continue until it is finally adjudicated that any and all actions against the Indemnified Parties for such matters which are indemnified hereunder are fully and finally barred by applicable Laws.

6.9 Performance Bond – the Contractor shall, within ten (10) days after the receipt of the Notice of Award furnish the City of Niagara Falls with a Performance Bond in a penal sum equal to the amount of the Contract based on the RFP price for each year conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the Contract Documents. Such bond shall be executed by the Contractor and a Corporate Bonding Company licensed to transact such business in the State of New York. The expense of the Bonds shall be borne by the Contractor. If, at any time, a surety on any such Bond is declared bankrupt or loses its right to do business in the State of New York, Contractor shall, within ten (10) days after such event, substituted an acceptable Bond (or Bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the City of Niagara Falls. The premiums on such Bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the surety or sureties have furnished an acceptable Bond to the City of Niagara Falls.

6.10 Force Majeure – If either party is rendered wholly or partially unable to perform any of its obligations under this agreement(s) because of an event of Force Majeure, that party shall be excused from whatever performance is affected by the Force Majeure event to the extent so affected, provided:

The non-performing party promptly provides written notice to the other party of the particulars of the occurrences including estimation of its expected duration and probably impact on the performance of its obligation hereunder, and continues to furnish timely regular reports with respect thereto during the period of Force Majeure;

The suspension of performance shall be of no greater scope and no longer duration than is reasonably necessitated by the event of Force Majeure;

The non-performing party shall provide the other party with the prompt notice of the cessation of the event of Force Majeure giving rise to the excusal from performance.

6.11 Standard of Performance – In the event that the contractor shall at any time during the term of this agreement, fail or refuse to accept materials to be collected and/or processed pursuant to this

agreement for reasons other than force majeure, the contractor shall be liable to the City for the actual cost that the City would be required to collect, haul and dispose of the material. Provided, however, if the contractor is unable for any cause to resume performance, at the end of thirty (30) calendar days, all liability of the City under this agreement to the contractor shall cease and the City shall be free to negotiate with other contractors.

6.12 *Subcontract* – the Successful Respondent agrees to not assign, transfer, convey, sublet or dispose of this agreement or of his right, title or interest therein or his power to execute same without the consent, in writing, of the City of Niagara Falls, New York or to any monies which are to become due or payable to him because thereof, to any person, company, or corporation without the provisions of this agreement, in favor of any person, association or corporation except Successful Respondent. The City of Niagara Falls, New York shall not unreasonably withhold such written consent. When submitting a RFP to the City the Respondent must stipulate what, if any portion of the contract will be assigned or sublet and what other company or companies will be involved in the contract.

6.13 *Termination by City of Niagara Falls* -unless otherwise provided by applicable statute, rule or regulation, the City of Niagara Falls may terminate this agreement and all of its liability therefore, and the City of Niagara Falls shall be free to enter into a new agreement with a party other than the Successful Respondent and to bring action on Successful Respondent's performance bond(s), if the Successful Respondent:

- a. Is notified in writing by certified mail, return receipt requested at the address set forth in its proposal at least thirty (30) days prior to the termination of the agreement.
- b. Files a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws of the United States or under any insolvency act of any States or admits material allegations of any such petition by answer or otherwise, or is dissolved or makes an assignment for the benefit of creditors.
- c. Involuntary proceedings under any such bankruptcy law or insolvency act or for the dissolution of Successful Respondent are instituted, or a receiver or trustee is appointed for all or substantially all of the property of Successful Respondent, and such proceeding is not dismissed, stayed or such receivership or trusteeship vacated within twenty (20) days after such institution or appointment.
- d. Refuses or fails to prosecute the work or any part thereof with due diligence, or abandons the work.
- e. Fails to comply with all applicable laws, ordinances, rules and regulations.
- f. Breaches any of the agreements, terms, covenants or conditions that this Agreement requires Successful Respondent to perform and such breach continues for a period of seven (7) days after written notice from the City of Niagara Falls to Successful Respondent or, if such breach cannot be cured reasonably within such a seven (7) day period, if Successful Respondent fails to diligently commence to cure such breach within seven (7) days after written notice from the City of Niagara Falls and to complete such cure within a reasonable time thereafter.

6.14 *Termination by Successful Respondent* – unless otherwise provided by applicable statute, rule or regulation, the Successful Respondent may terminate this agreement and all of its liability therefore, and the City of Niagara Falls shall be free to enter into a new agreement with a party other than the Successful Respondent, if the City of Niagara Falls:

- a. Fails to pay any sums due and owing under this agreement within NUMBER?? days following receipt of any regularly scheduled and duly authorized invoice from Successful Respondent by the City Controller provided there has been no breach of this agreement by Successful Respondent
- b. Breaches any of the agreements, terms, covenants or conditions aside from those set forth in Section 6.13.1(a) above that this Agreement requires City of Niagara Falls to perform and such breach continues for a period of seven (7) days after written notice from the Successful Respondent to City of Niagara Falls or, if such breach cannot be cured reasonably within such a seven (7) day period, if City of Niagara Falls fails to diligently commence to cure such breach within seven (7) days after written notice from the Successful Respondent and to complete such cure within a reasonable time thereafter.

6.15 Regulatory Compliance – Contractor, at its sole expense, shall comply with all laws, orders and regulations of Federal, State and Municipal authorities and with any direction of any public officer, pursuant to law, which shall impose any duty upon Contractor with respect to Contractor's operations. Contractor, at its sole expense, shall obtain all governmental or other licenses or permits which may be required for the conduct of its business within the terms of its RFP and contract. Contractor shall agree to indemnify and hold the City harmless for any damages resulting from a violation of this provision, which shall be in addition to the indemnification provisions on page 20 of this document.

6.16 Information Provided by the City - the City makes no guarantee on any of the estimates contained in the RFP Specifications and provides this data for informational purposes only. The Successful Respondent is expected to conduct their own investigations and research of relevant information used to develop their proposals. The Successful Respondent shall make no claims against the City as a result of estimates or projections used herein, statements, or interpretation of data by City staff or its agents.

6.17 Cost and Expenses of Offers – The City accepts no liability under any circumstances for any cost or expenses incurred by Successful Respondent in acquiring, clarifying, or responding to any condition, request, or standard contained in this RFP.

6.18 Cancellation or Modification of RFP Specifications – the City shall accept all proposals submitted properly but reserves the right to accept or reject in whole any of the proposals submitted. The City, however, reserves the right to request clarification or corrections to proposals. The City reserves the right to issue such clarifications, modifications, and/or amendments, as it may deem appropriate. The unreasonable failure of a respondent to promptly supply information in connection with such a request may be grounds for a determination of non-responsiveness. If there is any disagreement or discrepancy between this RFP Specification and any supplemental or amendment, the most recent supplement shall govern.

6.19 Ownership and Disclosure – Questions and comments received in response to the RFP Specifications will be retained by the City under New York State Law, are matters of public record and subject to public inspection. To the extent allowed by applicable laws, the City will not disclose proposal submission until the contract is awarded.

6.20 Auditing Requirements - The City of Niagara Falls may make reasonable inspections of the site(s) or facility(ies) through designated personnel during normal business hours upon advance notice to the Successful Respondent, to determine that it meets all New York State Department of Environmental Conservation requirements for the purpose. The Successful Respondent must

submit with the proposal a statement as to the exact location, minimum operating hours when materials at the site(s) will be allowed. The Successful Respondent shall agree to allow an inspection of their site(s) by representatives of the City of Niagara Falls prior to the making of an award of this RFP.

- 6.21 *Additional Comments*** – the Successful Respondent agrees that if they are awarded this contract, they will enter into a formal agreement with the City of Niagara Falls and approved by the Successful Respondent in conformance with the RFP Specification documents and proposal.

The Successful Respondent is advised that the subsequent agreement(s) resultant of this RFP will have an initial term of five (5) years and at the City's option a five (5) year extension from the date of mutual written consent between the City of Niagara Falls and Successful Respondent. Notification in writing of the option to extend the agreement must be given to the Successful Respondent on or before ninety (90) days prior to the extension period.

The failure of the City of Niagara Falls at any time to require performance by the Successful Respondent of any provisions hereof, shall in no way affect the right of the City of Niagara Falls to hereafter to enforce same. Nor shall a waiver by the City of Niagara Falls or any breach of any provisions hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

This agreement shall be governed by the laws of the State of New York, both as to interpretation and performance.

The agreement constitutes the entire agreement and understanding between the parties hereto, and it shall not be considered modified, altered, changed, or amended in any respect unless in writing and signed by the parties hereto.

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

- 6.22 *Applicable Laws*** - this RFP Specification and any corresponding Contract will be governed by and construed in accordance with the laws (excluding the laws of choice or conflicts of laws) of the State of New York. The captions appearing in this RFP Specification are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or interpretation of the RFP Specification. No waiver by a party of any breach of any provision of the RFP will constitute a waiver of any other breach of that or any other provision of the same. In the event that any of the provisions contained in this RFP Specification and any corresponding Contract are held to be unenforceable such provisions will be narrowed (or deleted if necessary) to the minimum extent necessary to make them enforceable. In the event that dispute arises between the parties hereto, the parties consent to the exclusive jurisdiction of the Supreme Court of the State of New York located in Niagara County, New York.

- 6.23 *Independent Parties*** - each of the parties to this RFP Specification and any corresponding Contracts shall be an independent party and nothing in the RFP Specification and any corresponding Contract shall be construed as constituting the Successful Respondent for the City as a partner, joint venture or as creating the relationship of employer and employee, franchiser or franchise, principal and agent or any other form of legal association that would impose liability on one part for the act or failure to act on the other party.

- 6.24 *Taxes*** - the Successful Respondent agrees to be responsible for their own tax obligations

accruing as a result of payments for services rendered under the Contract as well as for the tax withholding obligations with respect to the Successful Respondent's employees, if any. It is expressly understood and agreed by the Successful Respondent that should the City, for some reason, incur tax liability or charges whatsoever as a result of not making any withholdings from payments for services under this Agreement, the Successful Respondent will reimburse and indemnify the City for the same.

7.0 EVALUATION and SELECTION PROCESS:

The objective of this RFP process is to select a Respondent Contractor whose proposal is judged though the evaluation process outlined in this section, to be in the best interests of the City of Niagara Falls. All proposals will be evaluated according to the information submitted, including (a) evaluation and verification of the respondent's qualifications, experiences and references; (b) evaluation of technical information; and (c) analysis of financial and economic information.

The economic evaluation will be determined by the rates provided in Appendix B, specifically rates for Refuse Collection (9.3 and 9.3.1.d through 9.3.1.g.), Disposal (9.4) per the chart below, Recycling Collection (9.5), and Recycling Revenue Sharing/Proposed Incentives (10.4). Please note that the City has requested additional rates in this proposal that should not be neglected. Those requested rates, due to a subjective means of quantification, will be omitted from the overall economic evaluation. Furthermore, any Value Added Alternatives offered by Respondents shall be presented in a lump sum, per ton or per unit basis for inclusion in the economic evaluation.

Annual Projections for Disposal (5/1/2014 – 4/30/19)		
	Projected Annual Tons	Projected Tons/Parcel
Year 1: 5/1/14 – 12/31/14	27,721	2.00
Year 2: 1/1/15 – 12/31/15	30,333	1.75
Year 3: 1/1/16 – 12/31/16	26,333	1.50
Year 4: 1/1/17 – 12/31/17	26,333	1.50
Year 5: 1/1/18 – 12/31/18	23,699	1.35
Year 6: 1/1/19 – 4/30/19	23,699	1.35
<i>Note: These rates are projections and are disclosed for the purposes of equitable evaluation of Section 9.4.</i>		

The City of Niagara Falls City Council, as its option, will select the proposal most advantageous and suitable to the needs of the City per the recommendation of the City Administrator. Each proposal will be evaluated for completeness and responsiveness. At the City's discretion during the evaluation process, it may either reject any proposal deemed incomplete or nonconforming with instructions or request further information or clarification from respondents. Proposals of non-qualifying respondents will not be considered for further evaluation. Each proposal will also be evaluated to determine if the minimum financial and technical requirements are met.

While the overall cost to City residents will constitute a major criterion for the evaluation of the proposals, the City reserves the right to assess the entire proposal for each of the evaluation categories described. The respondent must demonstrate sufficient financial resources to meet all contract requirements. The proposal will be evaluated relative to the respondent's creditworthiness, annual report, financial statements, and bonding ability.

Company experience, in general, project experience, management capability, operations experience, and experience conducting business with the public sector will be evaluated. A list of descriptions for each evaluation criteria is as follows:

- **Project Experience:** The project experience of the respondent will be evaluated according to the following:

- Previous experience in refuse collection, disposal management and recycling operations management.
- Willingness and ability to respond to changes and concerns expressed by the City representatives.
- Provided references
- Commitment and ability to meet schedules and long-term contract obligations.
- History of environmental compliance.
- Management Capability: Respondents will be evaluated based on experience and ability to provide requested services. Management capability will be evaluated according to the following:
 - Project management
 - Worker health and safety policies and practices
 - Experience working with municipal officials
 - Experience of personnel assigned to project management,
 - Experience with management of refuse collection, disposal operations and recycling collection and processing operations utilizing automated and semi-automated collection equipment.
- Experience with Public Sector Entities: Respondents experience with the public sector including their track record with municipal contracts and providing public sector access to information will be evaluated.
- Technical Evaluation submitted in accordance with Proposal Concepts. The purpose of the technical evaluation is to verify that the technical approach and schedule are in the best interests of the City. Furthermore, the information will be evaluated to determine if it is responsible or if inconsistencies exist.

8.0 GENERAL CONTRACTOR REQUIREMENTS

Contractors shall comply with the following requirements:

- 8.1 *Vehicles*** – the vehicles used for hauling Refuse, Bulk Items and Recyclables will be of a length, width and height within legal highway limits. All vehicles will have any required regulatory approvals for hauling the wastes. All vehicles must not leak any wastes. It is the Contractor's responsibility to ensure that its vehicles will be able to reach all locations where Refuse, Bulk Items and Recyclables are to be picked up.

The City and Contractor will agree on a master list of vehicles to be used for hauling of Refuse, Bulk Items and Recyclables. The master list may contain the truck number, tare weight, volumetric capacity and other information the parties may agree.

- 8.2 *Current Refuse Collection Schedule and Routes*** – refuse shall be collected at a frequency of once per week to each property within the City. The Contractor is responsible for reviewing and following the existing collection schedule within the City or establishing a collection schedule subject to approval by the City which shall remain consistent throughout the life of the contract. Collection routes can be found in Appendix "G & H". The Contractor is advised to provide routing that best suits their operations and eliminates conflicts with City operations, pedestrians, schools and traffic as much as possible.

Any change or departure from the schedule of days of collection shall only be made with the approval by the City after 30 days' notice given by the Contractor by publishing in the local newspaper and delivering of a handbill to each resident/business from which collection of materials is required hereunder, all at the expense of the Successful Respondent.

The Contractor shall expect to service new parcels throughout the contract period; similarly there are parcels that will go vacant and collection will cease. The City, to its best ability, shall notify the Contractor monthly of all such changes to which parcels require, or do not require, refuse and recycling collection.

If due to inclement weather or unforeseen conditions, the Contractor fails to furnish the Collection of Refuse, Bulk Items and Recyclables on the days specified, the Contractor will proceed to complete the work hereafter, but in no event to exceed a period of 48 hours after the scheduled day of collection.

- 8.3 *Refuse Disposal Locations*** – the Contractor shall guarantee that the Refuse Disposal Locations(s) used are in compliance with all applicable laws, ordinances and regulations. Copies of all necessary permits required must be submitted to the City if requested. In the event the Contractor seeks to add new Solid Waste Management Facilities or substitute new Solid Waste Management Facilities for the management (disposal and/or recycling) of Refuse, Bulk Items and Recyclables, the Contractor will give notice to the City. The Contractor will include copies of all required Regulatory approvals for the new or substitute facility. The Contractor shall incur all fees and extra handling costs if the new or substitute facility is located farther away from the City.

- 8.4 *Equipment and Personnel*** - the Contractor agrees to provide sufficient resources (manpower and equipment) to complete the work required under this Contract, and further agrees to have reserve equipment available.

The Contractor shall exercise caution at all times for the protection of persons and property. The safety provisions of all applicable laws shall be observed and are the sole responsibility of the Contractor. Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with safety provisions applicable to the work to be performed under this contract and the equipment used therein.

The Contractor must exercise due care in the hauling of Refuse, Bulk Items and Recyclables. The Contractor shall be compelled to clean-up and hereby agrees to clean-up any unsightly condition caused by carelessness on the part of its employees in handling of Refuse, Bulk Items and Recyclables. The Contractor, promptly upon becoming aware of any spills in transit will give notice to the City and will supply the City with a copy of any notice given to any governmental agencies of such spill.

The Contractor shall keep fully informed of all national and State Laws and all Municipal Ordinances and regulations, in any manner affecting the work or performance of this Contract or any extra work performed by the Contractor, whether or not such laws, ordinances or regulations are specifically referred to herein and shall at all times observe and comply with said laws, ordinances or regulations and shall indemnify and save harmless the City and its officers or agents against any claim or liability arising from or based upon the violation of any such laws, ordinances or regulations.

- 8.5 Subcontract** - the Contractor shall not be permitted to subcontract any part or all the work to be performed hereunder without first obtaining, in writing, from the City approval of the subcontract or subcontractors methods and equipment.
- 8.6 Complaints** - the Contractor acknowledges that this is a service type contract with the City of Niagara Falls and that the customers are not a party to this contract. The Contractor agrees, however, to receive requests for service, suggestions and complaints directly from customers and use all facilities of the Contractor to meet, satisfy and comply with customer complaints in accordance with the terms of this agreement.
- 8.7 Service Payment** - the City shall pay the Contractor monthly based on the unit price per month for the Collection of Municipal Solid Waste, Bulk Waste and Recyclable Collection and Processing performed for the previous month.
- 8.8 Reports and Records** – the Contractor shall provide monthly records documenting the weight of each truck load delivered to both the disposal facility and for recycling. Monthly records, at a minimum, must include the time, date, truck number and net weight of each truck load delivered, daily tonnage report, separate monthly summaries of total refuse and total recyclables delivered (tons). The report must be delivered to the City no later than the 7th day of the month following the month in which the tonnage was delivered. Reports shall be mailed to the City Controller's Office, City Hall, 745 Main Street, PO Box 69, Niagara Falls, NY 14302-0069.

The Contractor shall provide quarterly reports within seven (7) calendar days after the end of each calendar quarter (April, July, October, and January) documenting, but not limited to, scheduled operating days and changes in operations; maintenance summary; accident reports; and other records deemed appropriate by the City of Niagara Falls.

The Contractor shall provide the City with all certifications verifying that the scale(s) meet accuracy required by applicable law.

8.9 *Alternate/Back-up Plan* - Provide a full and complete back-up operations plan in the event that the contracted services are suspended. The Contractor may cease collection of refuse and recyclables only if an emergency-only travel ban has been issued for the City of Niagara Falls or under discretion of the Mayor conditions are deemed hazardous for Contractor's personnel or residents of the City.

8.10 *City Issued, Wheeled Refuse and Recycling Carts* – the City anticipates purchasing wheeled carts and delivering to residents for use in collecting refuse and recycling. An acceptable container shall be an injection or rotational molded, high/medium density polyethylene body and lid, durable plastic, two-wheel assemblies, a solid steel axle and a lift bar.

The City will provide a maximum of four (4) wheeled refuse carts (64-Gallon) capable of fully automated collection for the sole purpose of refuse storage and collection to each single, double, triple and multi-family family dwelling. The City will consider all reasonable and limited use of semi-automated collection for areas of limited access or other justifiable actions by the Contractor. Commercial, Industrial and Institutional properties within the City will have the option to subscribe to this program or independently contract refuse hauling services. The City will also provide a maximum of three (3) recycling carts (96-Gallon) capable of fully automated collection for the sole purpose of recycling storage and collection to each single, double, triple and multi-family family dwelling.

8.11 *Wheeled Refuse and Recycling Cart Responsibility* – The City will retain full ownership and responsibility for maintenance for the wheeled refuse and recycling carts, issuing replacement containers, coordinating and managing service level changes and handling warranty related issues as necessary. The City issued containers are owned by the City and shall remain at the premises at all times and shall be used solely for the purpose of storage and collection of refuse and recycling. The property owner bears responsibility for the use, storage and care of the City-issued container.

8.12 *Operational Hours* – collection will take place Monday thru Friday, between the hours of 7:00 A.M. and 7:00 P.M. unless prior approval of the Mayor is obtained. If collection is postponed due to Holidays, etc. it shall resume the next consecutive weekday.

8.13 *Education/Promotion and Outreach* - The Contractor will work with the City (or representatives thereof) to provide service-orientated information to residents and developing and executing public education to encourage waste reduction and recycling. The Contractor shall provide an 8-1/2" x 11" two-color insert to be included in each customer's recycling receptacle. This insert will inform City residents of the specifics of the refuse and recyclables collection program including a collection schedule, a listing of acceptable materials and instructions on proper handling of the collection bins or carts. The contents of the insert will be approved by the City.

The Contractor shall provide another such insert six months into the contract and each twelve months thereafter via direct mail and also submit electronic versions to the City. The City also encourages the contractor to support a dedicated website or web-link for information related to refuse and recycling collection. The City will provide the Successful Respondent with a list of City parcels participating in the collection program.

The Contractor shall also provide a graphic (minimum size 8-1/2" x 11") to the City as an In-mold Label (IML) that includes graphics/images of acceptable recycling items and other related information deemed appropriate by the City.

8.14 *Public Informational Meetings* – Upon selection, but prior to implementation of the cart based refuse collections service, the selected Contractor will be required to participate with City staff and Council in two or more public meetings which will describe the new service to City residents.

9.0 SPECIFIC PROPOSAL CONDITIONS

In procuring the services described in this RFP, the City seeks to provide opportunities for citizen's and a select number of Commercial users to decrease the amount of solid waste disposed and increase waste reduction and recycling practices. Program participants will receive a default level of service (Section 9.3.2 and 9.5.5) based on parcel code classification. Each parcel will receive a recycling cart, and will not have the opportunity to decline the cart, including Commercial users.

This section outlines the requested responsibilities of the Respondent Contractor accepting the management of the Refuse and Recycling Management Program. It is the intention of the City to procure multiple services through this RFP process. The City is soliciting RFPs for refuse and recycling collection from City Issued Refuse Carts capable of both fully automated and semi-automated collection. The City will consider all reasonable and limited use of semi-automated collection equipment for areas of limited access or other justifiable actions by the Successful Respondent.

The Contractor shall be responsible for the uninterrupted collection of refuse and recyclables at curbside/street-line/alley of all residents, including single, double, triple, quads-including a select number of business units.

9.1 Contract Period – the contract will commence May 1, 2014 and end on April 30, 2019. If mutually agreeable, the contract may be extended annually for up to five (5) additional years under the same terms, conditions and specifications. Appendix B asks for prices from Year 1: 5/1/2014 to 12/31/2014, Year 2: 1/1/2015 to 12/31/2015, Year 3: 1/1/2016 to 12/31/2016, Year 4: 1/1/2017 to 12/31/2017, Year 5: 1/1/2018 to 12/31/2018, and Year 6: 1/1/2019 to 4/30/2019.

9.2 Current number of housing and commercial units – the following is the most current number of housing and commercial units in the City of Niagara Falls as provided by the City Assessor's Office:

		Number of Parcels	Quantity of Refuse Carts	Quantity of Recycling Carts
Single Family	210	13,729	13,729	13,729
Double Family	220	2,548	5,096	5,096
Triple Family	230	396	1,188	1,188
Quad's	411	200	800	400
Commercial	--	682	1,364	682
SUM		17,555	22,177	21,095

		Number of Parcels	Quantity of Refuse Carts	Quantity of Recycling Carts
Single Family	210	78.2%	61.9%	65.1%
Double Family	220	14.5%	23.0%	24.2%
Triple Family	230	2.3%	5.4%	5.6%
Quad's	411	1.1%	3.6%	1.9%
Commercial	--	3.9%	6.2%	3.2%

- 9.2.a In January of each year the City shall provide the contractor an updated number of housing and commercial units in the City. This number shall be the basis for all billing for that year.

9.3 Refuse Collection

- 9.3.1 Collection of Refuse from Single, Double Triple and Multi-Residential Family Parcels (maximum 4 units per parcel) - The Contractor shall collect and haul municipal solid waste from all current and future City collection sites to a NYSDEC approved municipal solid waste management facility. The Contractor shall collect refuse from City issued containers, only, with the exception of Bulk Week and Annual Bulk Collection. The City does not anticipate implementing a “bag tag” program as part of this program.
- 9.3.1.a The Contractor agrees to collect all Refuse in fully enclosed leak-proof modern packer-type trucks with semi-automated and fully-automated capabilities and;
- 9.3.1.b The Contractor agrees to collect and haul from all single, double, triple and multi-residential family parcels refuse contained in City issued, wheeled refuse carts and;
- 9.3.1.c The Contractor agrees to collect and haul one (1) bulk item placed at the curb at a monthly frequency (first full collection week of the month). Residents will be instructed to place Bulk items in a location that does not impede with the collection of the refuse or recycling receptacles. The Contractor shall be responsible for all refrigerant (i.e. Freon) removal from select appliances and;
- 9.3.1.d The Contractor agrees to supply two 8 cu. yd. dumpsters and collect and haul twice/week from the City’s Municipal Services Building, 1925 Main Street, Niagara Falls, NY, and
- 9.3.1.e The Contractor agrees to supply two (2) 65 cubic yard containers or equivalent capacity at the City’s Corporation Yard, 1785 New Road that are utilized for various refuse collected by City Crews. These Dumpsters shall be serviced when called for by City Staff. The City shall be billed on the same per ton bases as the bulk refuse pickup at curbside/street-line/alley. and;
- 9.3.1.f The Contractor agrees to provide one (1) 30 cubic yard roll-off dumpster for the exclusive collection of tires at the City’s Corporation Yard, 1785 New Road. This dumpster shall be serviced when called for by City Staff. The City shall be billed on a per ton bases for tires. And,
- 9.3.1.g Residents and Property Owners of Niagara Falls may bring bulk refuse which is generated in the City to the Contractor’s Facility. Permits for doing this are provided by the City to the Residents. Once a Resident has an approved permit, material will be transported to the Contractor’s facility by the Resident. Vehicles will be weighed on the way in and on the way out. An invoice should be generated and submitted to the City. The City shall be billed on the same per ton basis as the bulk refuse picked up at curbside/street-line/alley. and;
- 9.3.1.h The Contractor shall agree to provide an annual Bulk Solid Waste Collection to

take place in Spring (typically April) for a period of five weeks. The schedule of pickups will be normally between the hours of 7:00 A.M. and 7:00 P.M. During the bulk pick-up period, residents may place a maximum of six (6) bulk items at the curb on the days when their garbage is normally picked up. The City shall be billed on the same per ton basis as the bulk refuse picked up at curbside/street-line/alley and;

- 9.3.1.i The City expects to deploy all refuse and recycling carts by August 1, 2014. Therefore, year one (1) of the contract shall include the collection of refuse from residential parcels consistent with the current methodology of refuse from receptacles/bags not suited for automated collection equipment for a period not to exceed three (3) months. Residents and Haulers will be advised when collection will switch to automated service and to begin using carts.
- 9.3.1.j The City requests the Respondent Contractor to provide a methodology, upon award, to assist residents with disposing/recycling/repurposing their current refuse containers.

9.3.2 Refuse Collection Carts

The City will maintain ownership and responsibility for maintenance for all issued refuse carts. It shall be the responsibility of the City to deliver additional carts to parcels for new or existing customers, or to replace lost or stolen carts for existing customers.

The following summarizes the cart sizes the City anticipates providing for City properties;

- 9.3.2.a Single Family Parcels – property owners will receive one (1) 64-Gallon refuse container.
- 9.3.2.b Double Family Parcels – property owners will receive two (2) 64-Gallon refuse containers.
- 9.3.2.c Triple Family Parcels – property owners will receive three (3) 64-Gallon refuse containers.
- 9.3.2.d Quad/Multi-Residential Family Parcels (not to exceed four (4) units) – property owners must adhere to City Ordinance requirements and will receive four (4) 64-Gallon refuse containers. Multi-Residential Parcels exceeding four (4) units must make their own arrangements for refuse services.
- 9.3.2.e Commercial Parcels – Approximately 700 parcels are eligible to participate and receive two (2) 64-Gallon Refuse containers, all other property owners must adhere to City Ordinance requirements.

- 9.3.3 The Contractor shall specify instructions to the City for placement of refuse carts at the curbside/street-line/alley consistent with collection methodologies. It will be the responsibility of the occupant of the residence/business to place the refuse containers at the curbside/street-line/alley for collection and to remove said refuse containers from the curbside/street-line/alley after collection is completed. The Contractor shall not be required to enter any building or private property for the collection of Refuse or

Recycling (unless a private contract exists between Contractor and property owner).

- 9.3.4 All emptied containers shall be placed between the sidewalk and the curb, and not on the sidewalk, road, or driveway, and in a manner that does not impede pedestrian or vehicular traffic. Containers shall be handled at all times as to prevent damage to the container and to reduce noise of handling and collection. Throwing or tossing of containers shall not be allowed. The City will require residents to place in the provided containers and that the containers are to be used for only those materials designated. Cardboard, free from any plastic packaging, must be flattened and may be placed next to recycling containers.

The City has requested Cart manufactures to mold placement instructions and arrows on the lids of each cart specifying placement.

- 9.3.5 The City will issue a quarterly report documenting changes involving frequency, size, location and number of containers for collection to the Contractor.
- 9.3.6 Collection from Multi-Residential Parcels – All owners must have a sufficient number of receptacles to hold all solid waste accumulated between scheduled collections and shall not allow solid waste to be stored or to accumulate on their property in a manner or amount contrary to the rules and regulations of the City's Ordinance. No property shall have more than four (4) 64-Gallon refuse carts for collection. Multi-Residential Parcels exceeding five units must make their own arrangements for refuse services. Consistent with limitations for residential users, Multi-residential users are granted disposal of one (1) bulk item per month.

9.4 Refuse Disposal

- 9.4.1 As a component of this RFP package the City is requesting a Service Contract for Non-hazardous Solid Waste, Non-Putrescible Bulky Waste and Refuse Disposal. Such solid waste shall be construed to mean solid waste generated from residential, commercial, institutional and industrial sources that are designated by the municipality and that are allowed to be disposed in incinerators and/or sanitary landfills by the regulatory agencies having jurisdiction over the disposal facilities' operations. Typical components of such waste include household garbage and rubbish. Specifically excluded are sludge's, septic tank pumping, regulated medical wastes, and pathological wastes. Respondent Contractors are directed to list any and all exceptions to these specifications.
- 9.4.2 It is the intent and purpose of this service Contract(s) to assure continuous non-interrupted disposal of Non-Hazardous Municipal Waste, generated within the City. The City is requesting a per ton rate for disposal of Non-Hazardous Solid Waste/Non-Putrescible Bulky Waste collected as part of this contract.
- 9.4.3 The following specifications for the disposal of non-hazardous municipal solid waste, non-putrescible bulky waste and refuse generated within the City are listed below:
- 9.4.3.a Title to and liability for collected waste shall pass to Contractor when loaded into Contractor's truck, with the exclusion of Hazardous Wastes.

- 9.4.3.b The Contractor shall not be responsible for collecting and disposing of hazardous, pathogenic, explosive wastes or sludge's. However, it is reasonable to expect that there is a chance of accidental mixing of such wastes with the normal refuse stream. The Contractor must be prepared to deal with such situations. The City must be contacted when the Contractor finds such material.
- 9.4.3.c The City shall reserve the right for any portion of the waste stream specified for collection as recycling or targeted for refuse, reduction and composting. For purposes of this RFP, beneficial use and composting shall be considered recycling and reuse.
- 9.4.4 The successful Respondent, upon execution of the contract will be the exclusive provider of the specific service during the term of the contract and/or extensions.
- 9.4.5 This disposal contract shall cover all Single, Double, Triple and Quad Parcels and a select quantity (approximately 700) of Commercial Parcels.
- 9.4.6 A history of the tonnage of solid waste and bulk waste generated by the City is attached (Appendix "E"). There is no guarantee of any future quantities.
- 9.4.7 The City encourages respondents to implement alternative fleet fuel technology.

9.5 *Recycling Collection, Processing and Marketing*

It is the intention of the City to procure services for curbside/street-line/alley collection and processing of recyclables from the City's single, double, triple and quad residential units as well as qualified commercial parcels (Table in Section 9.2). It is expected that all recyclables will be collected as "Single Stream" to avoid sorting at the hauling truck prior to delivery to a Transfer Station or Materials Recovery Facility (MRF).

- 9.5.1 The City expects to deploy all recycling carts by August 1, 2014. Therefore, the first 90 days of the contract shall include the collection of recycling from residential parcels consistent with the current methodology of recycling from 18-gallon recycling bins for a period not to exceed three (3) months. Residents and Haulers will be advised when collection will switch to automated service and to begin using carts.
- 9.5.2 The City is requesting respondents to collect recyclable curbside/street-line/alley from wheeled recycling carts at a frequency of every-other week.
- 9.5.3 The following describes the expected responsibilities of the Contractor collecting and processing recyclables.
 - 9.5.3.a The term of the contract shall remain consistent with the length of the Service Contract Period.
 - 9.5.3.b The contractor shall be responsible for the collection and processing of recyclables left in appropriate (designated) receptacles. The Contractor shall also be responsible to collect corrugated cardboard that is flattened (three feet long by three feet wide) and left no more than five (5) feet from the curb.

- 9.5.3.c Each district's recyclables must be collected on the day specified for Refuse Collection. The Contractor is advised to provide routing that best suits their operations and eliminates conflicts with City operations as much as possible.
- 9.5.3.d The Contractor shall receive and process all recyclables as delivered. The Contractor shall then assume full responsibility for the efficient and environmentally sound processing and marketing of the recyclables. The recyclable material will include, but not limited to, newspaper, corrugated cardboard, paperboard/boxboard/chipboard, junk mail, office paper, old telephone books, magazines, glass bottles, metal cans, and plastic containers (full list in Appendix "C"). As additional materials become feasible for curbside/street-line/alley recycling, the City will work with the Contractor to add these items to the program. The Contractor is required to list any exceptions or additions to the list of acceptable recyclables as part of their final response.
- 9.5.3.e It shall be the contractor's responsibility to market the recyclables in a timely manner. All materials collected from City units and deemed recyclable must be recycled. Under no circumstance shall any of the recyclables be disposed of. A violation of this principle will subject the Contractor to possible default of the contract. Disposal of non-recyclable items collected (recycling contaminants) which may be included in the recyclables shall be the responsibility of the Contractor.
- 9.5.3.f Excluded from the definition of recyclable materials are the following for which the contractor shall have no obligation to accept or process (herein the "excluded wastes"): any radioactive, volatile, highly flammable, explosive toxic, biomedical, or hazardous material or any other waste or material not meeting the requirements of this agreement. The term "hazardous material" shall include, but not be limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any State Agency of jurisdiction. However, it is reasonable to expect that there is a chance of accidental mixing of such waste with normal refuse stream. The Contractor must be prepared to deal with such situations. The City must be contacted when the Contractor finds such material.
- 9.5.3.g The Contractor should be prepared to display a good faith effort to remove unacceptable recycling materials and materials that are not listed as recyclable. If the Contractor identifies items placed in recycle containers that are not acceptable as recyclable, it shall be the responsibility of the Contractor to advise the resident (i.e. "oops sticker") and the City of the placement of unacceptable items placed as recycling. The Contractor shall leave a notice in or on the container describing acceptable items that may be set-out for recycling.
- 9.5.3.h In the event materials are left out in an incorrect manner for collection, the Contractor shall notify the City in a daily submittal list identified as "Notice of Uncollected Materials". This daily notice shall consist of a listing of address, type of materials uncollected and the basis for collection refusal.

- 9.5.4 A copy of current NYSDEC permit, including any conditions, for the operation of the MRF must be included with your final response.
- 9.5.5 Recycling Collection Carts
- The City will maintain ownership and responsibility for maintenance of all issued refuse carts. It shall be the responsibility of the City to deliver additional carts to parcels for new or existing customers, or to replace lost or stolen carts for existing customers.
- The following summarizes the cart sizes the City anticipates providing for City properties;
- 9.5.5.a Single Family Parcels – property owners will receive one (1) 96-Gallon recycling container.
- 9.5.5.b Double Family Parcels – property owners will receive two (2) 96-Gallon recycling containers.
- 9.5.5.c Triple Family Parcels – property owners will receive three (3) 96-Gallon recycling containers.
- 9.5.5.d. Quad/Multi-Residential Family Parcels (not to exceed four (4) units) – property owners must adhere to City Ordinance requirements and will receive (2) 96-Gallon recycling containers. Multi-Residential Parcels exceeding four (4) units must make their own arrangements for recycling services.
- 9.5.5.e Additional Containers for Recycling – the following containers are used at City facilities for recycling and will be serviced on the scheduled recycling days for that section:
- 9.5.e.1 6 cu. yd. R.E.L.'s for use at various City buildings (currently using 3 at 2 locations)
- 9.5.e.2 96-Gallon carts for use at various City buildings (currently using 20 at 6 locations)
- 9.5.e.3 30' – 40' trailer for tires at the Corporation Yard (currently using 1)
- 9.5.6 The Contractor shall specify instructions to the City for placement of recycling carts at the curbside/street-line/alley consistent with collection methodologies. It will be the responsibility of the occupant of the residence/business to place the refuse containers at the curbside/street-line/alley for collection and to remove said recycling containers from the curbside/street-line/alley after collection is completed. The Contractor is, in no case, required to enter any building or private property for the collection of Refuse or Recycling (unless a private contract exists between Contractor and property owner).
- 9.5.7 It is expected that all emptied containers are placed back in the location they were found (between the sidewalk and the curb). Residents will be advised on cart placement and at no time shall the resident or contractor place emptied containers on the sidewalk or road, and in a manner that impedes pedestrian or vehicular traffic. Containers shall be handled

at all times as to prevent damage to the container and to reduce noise of handling and collection. Throwing or tossing of containers shall not be allowed. The City will require residents to place in the provided containers and that the containers are to be used for only those materials designated.

9.5.8 The City will issue a quarterly report documenting changes involving frequency, size, location and number of containers for collection to the Contractor.

9.5.9 Collection from Commercial Parcels– Commercial parcels which receive solid waste collection services from the City approved hauler shall also participate in a curbside/street-line/alley recycling program provided by said hauler by separating recyclable materials from other solid waste and depositing the recycled materials in the recycling container provided. Collection will take place at an “every other week” frequency consistent with Residential Collection.

All owners must have a sufficient number of receptacles to hold all recyclables accumulated between scheduled collections and shall not allow recyclables to be stored or to accumulate on their property in a manner or amount contrary to the rules and regulations of the City’s Ordinance. The City will issue one (1) 96-gallon Recycling Cart to select, eligible Commercial Parcels.

9.5.9.a The arrangement for collection of recyclable material from ineligible parcels shall be the responsibility of the Multi-residential user or the agent or person contractually obligated to the user to arrange for collection of its recycling, independent of the City collection program. This does not, however, prohibit the City’s selected contractor from entering into a private contract with these entities.

9.5.9.b The Owner, Manager or Superintendent of Multi-residential parcels shall provide and maintain, in a neat and sanitary condition, recycling collection areas to receive source separated recyclable material included in the curbside/street-line/alley program that are generated by residents or occupants.

10.0 ADDITIONAL REQUESTS:

In addition to all Specific Proposal Conditions, please include pricing for the following:

- 10.1 Refuse Disposal Rate – for circumstances whereby the City collects refuse generated from hosting City events, Parks and recreation or other activities outside the scope of this RFP, the City requests a unit rate per ton of refuse delivered to a local, NYSDEC permitted solid waste disposal facility, for the duration of this contract.
- 10.2 Separate Container Service Rates – Effective January 1, 2015 the Respondent contractor shall provide dumpsters at the following frequency of collection at the following locations:

Location	Capacity	Frequency of Service	Annual Rate for Specified Service, plus Additional Pick-up Rate (per pickup)				
			1/1/15-12/31/15	1/1/16-12/31/16	1/1/17-12/31/17	1/1/18-12/31/18	1/1/19-4/31/19
Wastewater Treatment Plant	Two (2) 10CY Dumpsters	Every-other-week Pickup					
		Extra Pickup Rate					
Water Treatment Plant	One (1) 6CY Dumpster	Every-other-week Pickup					
		Extra Pickup Rate					
Hyde Park Ice Pavilion	One (1) 8CY Dumpster	3x per week from May 15 to September 15					
		Extra Pickup Rate					
Hyde Park Ice Pavilion	One (1) 8CY Dumpster	3x per week from June 15 to September 15					
		Extra Pickup Rate					
Downtown (undetermined location)	One (1) 10CY Dumpster	3x per week May 15 thru September 15					
		Extra Pickup Rate					

Upon execution of the contract, the City expects the Respondent Contractor to provide a schedule of dumpster rates for Container Service, to be offered to City residents and businesses, for the delivery and removal (when full) of refuse and/or construction and demolition debris for 6 cubic yard, 8 cubic yard, 20 cubic yard and 30 cubic yard waste containers. It will be the responsibility of each property owner to enter into a private contract with the Respondent Contractor to take advantage of additional refuse disposal needs.

- 10.3 Additional Collection – Under extenuating circumstances, such as evictions, acts of nature (i.e. flood and/or fire), and/or the discretion of the City, provide a unit rate to collect refuse placed outside the cart from a single parcel within the City, independent of section 9.3.1.h. The respondent contractor may submit an hourly rate to provide one (1) refuse truck with two (2) individuals for the following collection time frames:
- a. Routine Collection Hours: 7:00am to 4:00pm, Monday through Friday, with the exception of weekend days resulting in collection due to a holiday.
 - b. After-hours Collection: Collection requests from 4:00pm to 7:00am.
 - c. Weekend Collection: Collection requests from 4:00pm Friday to 7:00am Monday morning, with the exception of weekend days resulting in collection due to a holiday.
- 10.4 Recycling Revenue Sharing/Incentives for Waste Reduction – Provide an incentive based revenue sharing program inclusive of incentives for recycling and waste reduction milestones that may have been met in a specific timeframe (i.e. monthly, quarterly).

STATEMENT OF NON-COLLUSION

Pursuant to Chapter 675
Laws of 1966

By submission of the proposal, each contractor and each person signing on behalf of any Contractor certifies, and in the case of a joint response that each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

1. The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other contractor or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the contractor and will not knowingly be disclosed by the contractor prior to the opening, directly or indirectly, to any other contractor or to any competitor, and;
3. No attempt has been made or will be made by the contractor to include any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

Signature of Officer

Title of Officer

Date

PRICING SECTION APPENDIX “B”

Text Section/Title	notes	YEAR 1 5/1/14 - 12/31/14	YEAR 2 1/1/15 - 12/31/15	YEAR 3 1/1/16 - 12/31/16	YEAR 4 1/1/17 - 12/31/17	YEAR 5 1/1/18 - 12/31/18	YEAR 6 1/1/19 - 4/30/19
9.3 Lump Sum Refuse Collection from all City parcels for time frame specified.	<i>refer to Table in Sec. 9.2 for Parcel Count and Carts per Parcel</i>						
9.3.1.d	<i>Annual, Lump Sum rate to supply Two (2) 8CY containers serviced 2x/week from 1925 Main St. (Collection Only)</i>						
9.3.1.e	<i>Annual, Lump Sum Rate to supply Two (2) 65CY containers or equivalent</i>						
9.3.1.f	<i>Annual, Lump Sum rate to supply one (1) 30CY container for the placement and collection of tires. Provide per ton disposal</i>						
9.3.1.g	<i>Annual, Lump Sum rate to provide a 5 Week, annual Bulk Waste Collection City wide (Collection Only). For parcel count, refer to Table in Sec 9.2.</i>						
9.4 Refuse Disposal Rate per Ton	<i>Provide an annual rate per ton of waste collected city wide, and from sections 9.3.1.b through 9.3.1.g,(excluding f) and 10.1.</i>						
9.5 Recycling Collection, Every-other-week	<i>refer to Table in Sec 9.2 for Parcel Count and Carts per Parcel</i>						
10.2 Provide a schedule of service rates for specific sized containers	<i>Complete Table 10.2</i>						

10.3 Additional Collection Unit Rate	<i>Hourly Rate for Additional Collection during Routine Collection Hours (specify minimum)</i>						
	<i>Hourly Rate for Additional Collection for After Hours Collection (specify minimum)</i>						
	<i>Hourly Rate for Additional Collection during Weekend Hours (specify minimum)</i>						
10.4 Recycling Revenue Sharing/Incentives for Waste Reduction	<i>Contractor to provide separate schedule(s) to incentivize waste reduction and recycling and/or provide revenue sharing unit rate per ton of recycling collected curbside/street-line/alley</i>						

RECYCLABLE ITEMS LIST

Paper Products:

- Newspaper
- Cardboard
- Magazines/Catalogs/Printed Advertisements
- Paperback books
- Junk mail, office (computer) paper, shredded paper
- Phone Books
- Kraft paper products (paper bags, paper egg cartons, cup holders, etc.)
- Boxboard/Paperboard (cereal boxes, shoe boxes, food packaging boxes)
- Gable Top Cartons/Containers

Household Metals:

- Metal food and beverage containers
- Wide mouth food and beverage containers

Glass

- Clear, brown and green glass food and beverage containers.

Plastic

- Household/Domestic plastic products (i.e. Plastic #1-#7)

Please separately list exclusions to list above and document additional materials offered for collection.

INSTRUCTIONS FOR
CITY OF NIAGARA FALLS STANDARD INSURANCE CERTIFICATE

Standard Insurance Requirements apply to the following classifications:

- Construction and Maintenance
- Purchase of, or lease of merchandise or equipment
- Professional Services
- Property Leased to others or Use of Facilities or grounds
- Concessionaire Services
- Livery Services
- All-purpose Public Entity Contracts

The Provider of any of the above classifications shall obtain, at his own costs and expense, the following insurance coverage with insurance companies licensed in the State of New York with a Best Rating of at least B+ and shall provide a Certificate of Insurance as evidence of such coverage to the City of Niagara Falls before commencement of work and/or lease or delivery of merchandise or equipment.

Certificate should be made to the City of Niagara Falls, N.Y., Room 242, 745 Main Street, PO Box 69, Niagara Falls, N.Y. 14302-0069 and should reference the operation.

Prior to non-renewal, cancellation of insurance policies, or material change, at least 30 days advance written notice shall be given to the Certificate Holder.

All Certificates of Insurance shall be approved by the Risk Management Department prior to the inception of any work.

Minimum coverage with limits and provisions are as follows:

A. Comprehensive General Liability

With a minimum combined single limit of liability for Bodily Injury and Property Damage of \$1,500,000.00 per occurrence and 3,000,000.00 annual aggregate. The coverage shall include:

- * Premises and Operations
- * Products and Completed Operations
- * No exclusion for X C U coverage (explosion, collapse and underground)
- * Independent Contractors
- * Broad Form Property Damage
- * Contractual Liability
- * Fire Legal Liability (Covered by a standalone limit of \$1,000,000)
- * Personal Injury Liability (Cov. A, B and C)
- * Liquor Liability (if alcoholic beverages are to be dispensed under NYS License.)
- * If the work to be performed is undertaken pursuant to a home improvement contract and a City right-of-way permit is required only by reason of the installation, repair or replacement of a driveway, apron, or sidewalk within the City right-of-way, then the limits of liability for comprehensive general liability set forth in this section shall be \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

The City of Niagara Falls shall be named as an Additional Insured on the General Liability Policy with the

following provisions:

1. The insurance company or companies issuing the policies shall have no recourse against the City of Niagara Falls for payment of any premiums or for assessments under any form of policy.

2. The insurance shall apply separately to each insured (except with respect to the limit of liability).

B. **Auto Liability**: (if licensed vehicles are to be used in the operation) With a combined single limit for Bodily Injury and Property Damage of \$1,000,000.00 each occurrence, the coverage shall include Owned, Hired and Non-owned autos (Symbol 1 should be designated for Liability Coverage on Business Auto Policy).

C. **Excess Umbrella Liability**: If General Liability and/or auto limits are lower than required in the above sections, Umbrella Liability or Excess Liability to the required limit is acceptable.

D. **Owners Protective Liability**: (on contracts for construction which exceed a cost of \$100,000). With a minimum limit of \$1,500,000.00 each occurrence and 3,000,000.00 aggregate. Named insured shall be the City of Niagara Falls, New York.

E. **Professional Liability**: If the contract includes professional services (engineers, architects, etc.), contractor will carry professional liability insurance with a minimum limit of one million dollars (\$1,000,000.00).

F. **Property Insurance**: (if applicable) Contractor shall purchase and maintain property insurance upon the work at or off the site to 100% of the contract completed value. This insurance shall include the interest of the Owner, Contractor and Subcontractors in the work; shall insure against the perils of fire and extended coverage; shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage. All such insurance required by this paragraph shall remain in effect until the work is completed and accepted by the Owner.

G. **Statutory Workers' Compensation and Employers Liability**: All contractors doing business with or vendors entering upon City of Niagara Falls property shall carry the above insurance, in compliance with the Workers' Compensation Law of the State of New York.

H. **Performance and Payment Bond: (if specified in RFP request)** A performance and payment bond shall be issued by a Surety company who is licensed by the Insurance Department of the State of New York in favor of the City of Niagara Falls in the amount of not less than _____ percentum of the total amount and shall be delivered before commencement of lease or assumption of operations under contract.

NOTE; IF THE CONTRACT IS FOR PROFESSIONAL SERVICES ONLY, (ENGINEERS, ARCHITECTS, ETC.), PARAGRAPHS D, F AND H WILL NOT APPLY.

CITY OF NIAGARA FALLS CURBSIDE/STREET SIDE COLLECTION
DATA

<u>NF TRASH</u>		<u>NF RECYCLING</u>	
Sep-10	2947.83	Sep-10	118.89
Oct-10	3642.44	Oct-10	101.31
Nov-10	2856.96	Nov-10	122.8
Dec-10	2236.61	Dec-10	135.2
	8736.01		478.2
Jan-11	2320.88	Jan-11	108.39
Feb-11	2507.85	Feb-11	100.87
Mar-11	2057.43	Mar-11	126.88
Apr-11	4044.68	Apr-11	107.62
May-11	3782.59	May-11	112.91
Jun-11	3173.56	Jun-11	136.73
Jul-11	3082.71	Jul-11	112.54
Aug-11	3337.96	Aug-11	124.12
Sep-11	3339.29	Sep-11	140.13
Oct-11	3236.9	Oct-11	133.55
Nov-11	2992.38	Nov-11	154.53
Dec-11	2944.26	Dec-11	162.26
	36820.49		1520.53
Jan-12	2972.64	Jan-12	133.03
Feb-12	2791.66	Feb-12	121.32
Mar-12	2139.25	Mar-12	131.8
Apr-12	4939.47	Apr-12	113.5
May-12	2431.48	May-12	145.82
Jun-12	3593.83	Jun-12	141.88
Jul-12	3109.44	Jul-12	122.18
Aug-12	3213.04	Aug-12	137.09
Sep-12	3547.63	Sep-12	126
Oct-12	3541.41	Oct-12	139.86
Nov-12	3128.94	Nov-12	156.72
Dec-12	2317.83	Dec-12	157.08
	37726.62		1626.28
Jan-13	2408.5	Jan-13	157.66
Feb-13	2316.94	Feb-13	123.02

Mar-13	5650.92	Mar-13	132.83
Apr-13	2262.78	Apr-13	146.58
May-13	3936.78	May-13	162.53
Jun-13	3544.93	Jun-13	139.54
Jul-13	2993.2	Jul-13	149.11
Aug-13	2510.06	Aug-13	157.91
Sep-13	4195.49	Sep-13	139.62
Oct-13	3515.68	Oct-13	165.312
Nov-13	3668.66	Nov-13	154.03
Dec-13	2374.95	Dec-13	193.81
	<hr/>		<hr/>
	39378.89		1821.952

**CITY OF NIAGARA FALLS: PUBLIC WORKS FACILITY (1785 NEW
RD.) SERVICE VOLUME AND FREQUENCY**

Date	Tons	Service Type
1/21/13	0.22	20 SS
2/14/13	1.03	20 SS
3/4/13	0.81	20 SS
4/22/13	0.85	20 SS
5/23/13	0.62	20 SS
7/9/13	0.5	20 SS
8/2/13	0.62	20 SS
9/3/13	0.72	20 SS
10/24/13	0.33	20 SS
12/12/13	0.54	20 SS
	<hr/>	
	6.24	
02/21/13	6.13	30 Bulk
03/25/13	6.07	30 Bulk
04/11/13	5.52	30 Bulk
05/06/13	4.55	30 Bulk
07/22/13	8.84	30 Bulk
08/08/13	3.62	30 Bulk
08/28/13	3.30	30 Bulk
09/12/13	4.16	30 Bulk
10/02/13	3.02	30 Bulk
10/16/13	4.18	30 Bulk
	<hr/>	
	49.39	
01/03/13	19.85	65 Bulk
01/03/13	25.81	65 bulk
01/04/13	19.77	65 Bulk

01/04/13	20.68	65 Bulk
03/14/13	19.53	65 Bulk
03/21/13	16.21	65 Bulk
03/21/13	24.38	65 Bulk
04/05/13	7.83	65 Bulk
04/10/13	5.57	65 Bulk
04/25/13	6.90	65 Bulk
05/06/13	7.16	65 Bulk
05/06/13	20.37	65 Bulk
06/20/13	10.99	65 Bulk
06/20/13	17.99	65 Bulk
07/08/13	11.75	65 Bulk
07/12/13	4.51	65 Bulk
07/12/13	6.43	65 Bulk
07/22/13	12.14	65 bulk
08/09/13	9.99	65 Bulk
08/20/13	8.57	65 Bulk
08/28/13	3.78	65 Bulk
08/28/13	6.41	65 Bulk
09/06/13	14.04	65 Bulk
09/13/13	9.76	65 Bulk
09/19/13	13.13	65 Bulk
09/25/13	8.21	65 Bulk
10/16/13	8.21	65 Bulk
10/23/13	12.49	65 Bulk
11/04/13	8.10	65 Bulk
11/11/13	10.78	65 Bulk
11/14/13	7.87	65 Bulk
11/15/13	19.55	65 Bulk
11/26/13	10.91	65 Bulk
11/27/13	2.97	65 Bulk
12/12/13	14.75	65 Bulk
	<hr/>	
	427.39	

01/03/13	4.58	WF Tires
04/02/13	6.72	WF Tires
08/09/13	9.90	WF Tires
10/28/13	9.37	WF Tires
	<hr/>	
	30.57	

City of Niagara Falls

Affirmative Action/Equal Employment Opportunity Policy Statement

The City of Niagara Falls is committed to furthering the principles of equal employment opportunity of all employees and applicants for employment without regard to age, race, creed, color, national origin, sex, sexual orientation, gender identity or expression, religion, disability, predisposing genetic characteristics, marital status, military status, or domestic violence victim status. The City also acknowledges its legal and ethical obligation to protect the right of all persons to work in an environment free from discrimination, harassment and retaliation. Accordingly, the City of Niagara Falls will promote the realization of equal employment opportunity through the adoption of specific practices designed to ensure that all employment decisions shall be non-discriminatory, including decisions regarding recruiting, hiring, promotions, terminations, and other terms and conditions of employment.

Providing equal employment opportunity is a system-wide effort. The City shall ensure that all employees, department heads, administrators, boards, commissions and committees are aware of their rights and obligations under this Policy and encourage work environments reflecting appreciation and respect of differences.

The City has been and will continue to be an equal opportunity organization. No Minority and Women-Owned Business Enterprise (MWBE), employee, or applicant will be discriminated against because of age, race, creed, color, national origin, sex, sexual orientation, gender identity or expression, religion, disability, predisposing genetic characteristics, marital status, military status, or domestic violence victim status. The City will take affirmative action to ensure that MWBE's, employees and applicants are treated without regard to these characteristics. In particular, the City will:

- Include MWBE's in solicitations;

- Recruit, hire, train, place and promote persons for all jobs without regard to age, race, creed, color, national origin, sex, sexual orientation, gender identity or expression, religion, disability, predisposing genetic characteristics, marital status, military status, or domestic violence victim status;
- Take affirmative steps to ensure that MWBE' s have full participation in our procurement process; and
- Administer other personnel functions, such as compensation, benefits, transfers, layoffs, returns from layoffs, and company-sponsored training, education, tuition assistance and social and recreation programs without regard to age, race, creed, color, national origin, sex, sexual orientation, gender identity or expression, religion, disability, predisposing genetic characteristics, marital status, military status, or domestic violence victim status.

Discrimination is prohibited on account of age, race, creed, color, national origin, sex, sexual orientation, gender identity or expression, religion, disability, predisposing genetic characteristics, marital status, military status, or domestic violence victim status in employment under this contract: (a) in the hiring of employees for the performance of work under this Contract or any Subcontract hereunder, no Contractor nor any person acting on behalf of such Contractor shall by reason of age, race, creed, color, national origin, sex, sexual orientation, gender identity or expression, religion, disability, predisposing genetic characteristics, marital status, military status, or domestic violence victim status, discriminate against any person who is qualified and available to perform the work to which the employment relates; and (b) no Contractor or any person on behalf of such Contractor shall in any manner discriminate against or intimidate employees hired for the performance of work under this contract on account of age, race, creed, color, national origin, sex, sexual orientation, gender identity or expression, religion, disability, predisposing genetic characteristics, marital status, military status, or domestic violence victim status.

The City will periodically analyze its procurement and personnel actions to ensure

compliance with this policy. If there are questions or concerns regarding the administration of this policy or if someone believes she/he has not been treated in accordance with our policy, contact:

Ruby A. Pulliam

(Name)

Equal Employment Opportunity Compliance Officer

(Title)

745 Main Street, Niagara Falls, NY 14302

(Location)

(716) 286-4327

(Phone)

REFUSE COLLECITON ROUTES PAGE 1 OF 2

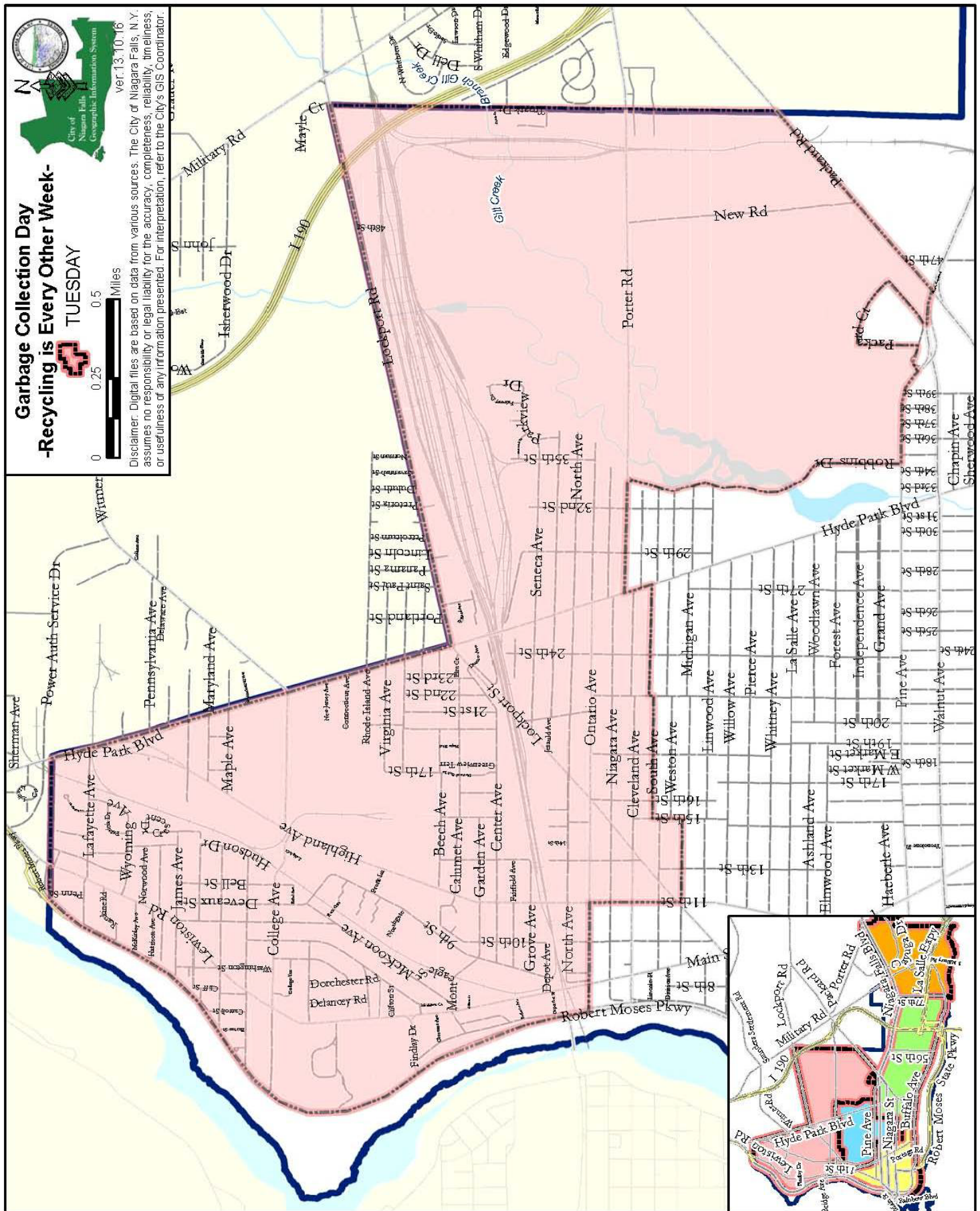
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2 nd St	58 th St	104 th St	College Ter	Girard Ave
3 rd St	59 th St	A St	Colvin Blvd	Glenn St
4 th St	60 th St	Acheson Dr	Connecticut Ave	Goodyear Dr
5 th St	61 st St	Adams Ave	Connecting Rd	Granby Ave
6 th St	62 nd St	Allen Ave	Council St	Grand Ave
7 th St	63 rd St	Angelo Ct	Creekside Dr	Greenview Ter
8 th St	65 th St	Anthony St	Crescent Dr	Greenwald Ave
9 th St	66 th St	Armory Pl	Cudaback Ave	Griffon Ave
10 th St	67 th St	Ashland Ave	D St	Grove Ave
11 th St	68 th St	Augustus Pl	Delancey Rd	Haeberle Ave
12 th St	69 th St	B St	Delaware Ave	Harrison Ave
13 th St	70 th St	Baker Ave	DeMunda Ave	Hawthorne Pl
14 th St	71 st St	Barton St	Depot Ave	Hennepin Ave
15 th St	72 nd St	Beech Ave	Depot Ave W	Henry Ave
16 th St	73 rd St	Belden Pl	Deuro Dr	Highland Ave
17 th St	74 th St	Bell St	Deveaux St	Hillcrest Dr
18 th St	75 th St	Benjamin Dr	Devlin Ave	Holly Pl
19 th St	76 th St	Birch Ct	Diamond Park Ln	Hope Blvd
20 th St	77 th St	Black Creek Dr	Division Ave	Hudson Dr
21 st St	78 th St	Bollier Ave	Dorchester Rd	Hyde Park Blvd
22 nd St	79 th St	Brandi Dr	Duane Ave	Independence Ave
23 rd St	80 th St	Brookside Ave	Dudley Ave	Iroquois St
24 th St	81 st St	Buffalo Ave	E Market St	Jacob Pl
25 th St	82 nd St	Builders Way	Eagle Heights	James Ave
26 th St	83 rd St	Byrd ave	Edison Ave	Jayne Pl
27 th St	84 th St	C St	Elk Pl	Jerauld Ave
28 th St	85 th St	Calumet Ave	Elm Ct	John Ave
29 th St	86 th St	Caravelle Dr	Elmwood Ave	John Daly Mem Pkwy
30 th St	87 th St	Carrie Dr	Ely Ave	Joliet Ave
31 st St	88 th St	Carroll St	Energy Blvd	Kies Ct
32 nd St	89 th St	Cayuga Dr	Ethel St	Kies St
33 rd St	90 th St	Cedar Ave	F St	Kies Ave
34 th St	91 st St	Center Ave	Fairfield Ave	Krull Pkwy
35 th St	92 nd St	Champlain Ave	Fairway Dr	Lafayette Ave
36 th St	93 rd St	Chapin Ave	Falls St	Lafayette Cir
37 th St	94 th St	Charles Ave	Fashion Outlets Blvd	Lasalle Ave
38 th St	95 th St	Chasm Ave	Ferry Ave	Mooradian Dr
39 th St	96 th St	Chestnut Ave	Forest Ave	Laughlin Dr
40 th St	97 th St	Chilton Ave	Fort Ave	Lehigh Ct
53 rd St	98 th St	Church Ave	Frontier Ave	Lewiston Rd
54 th St	99 th St	Cleveland Ave	Garden Ave	Lincoln Pl
55 th St	100 th St	Cliff St	Garfield Ave	Lindbergh Ave
56 th St	101 st St	Clifton Ave	Garrett Ave	Linwood Ave

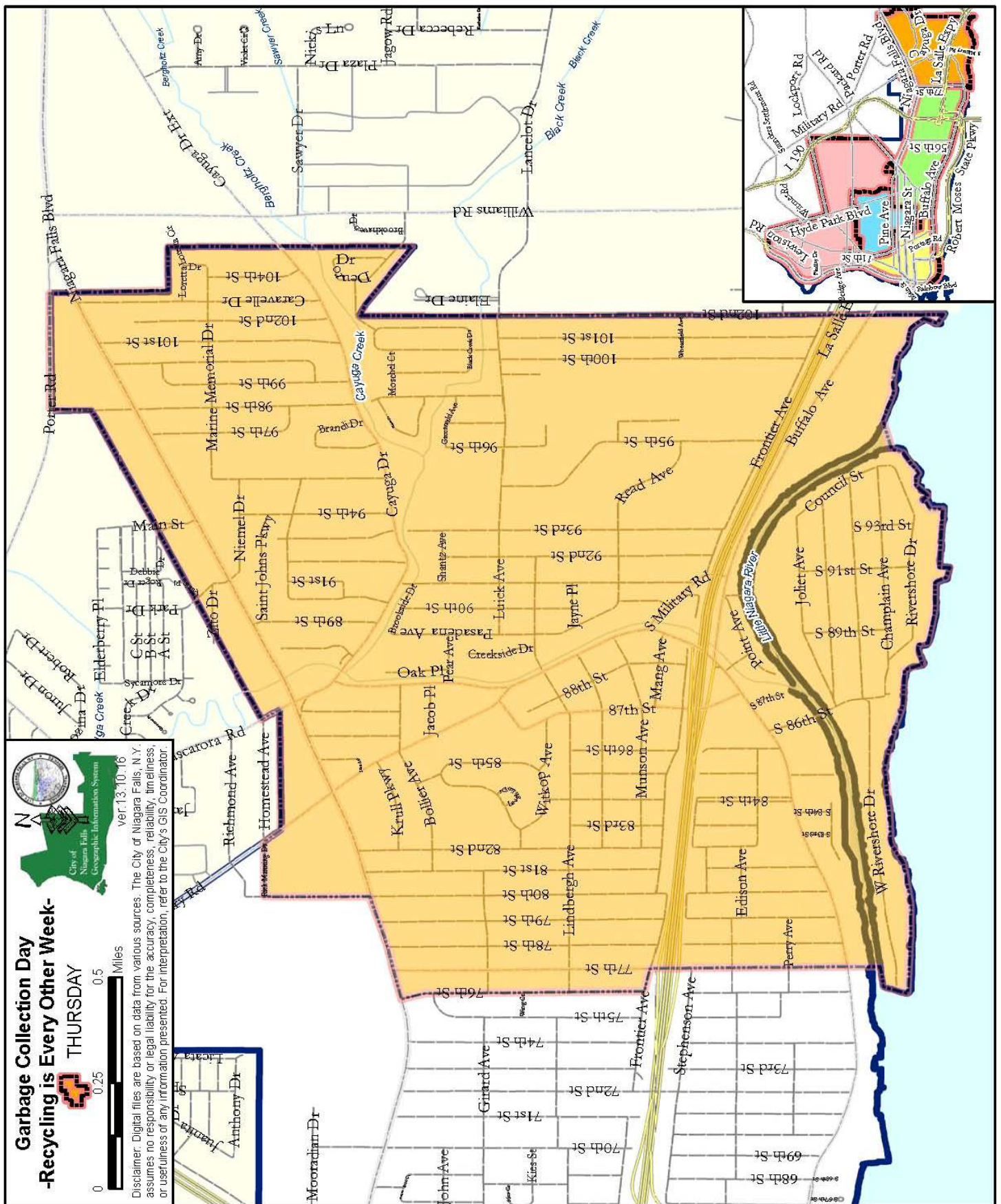
REFUSE COLLECITON ROUTES PAGE 2 OF 2

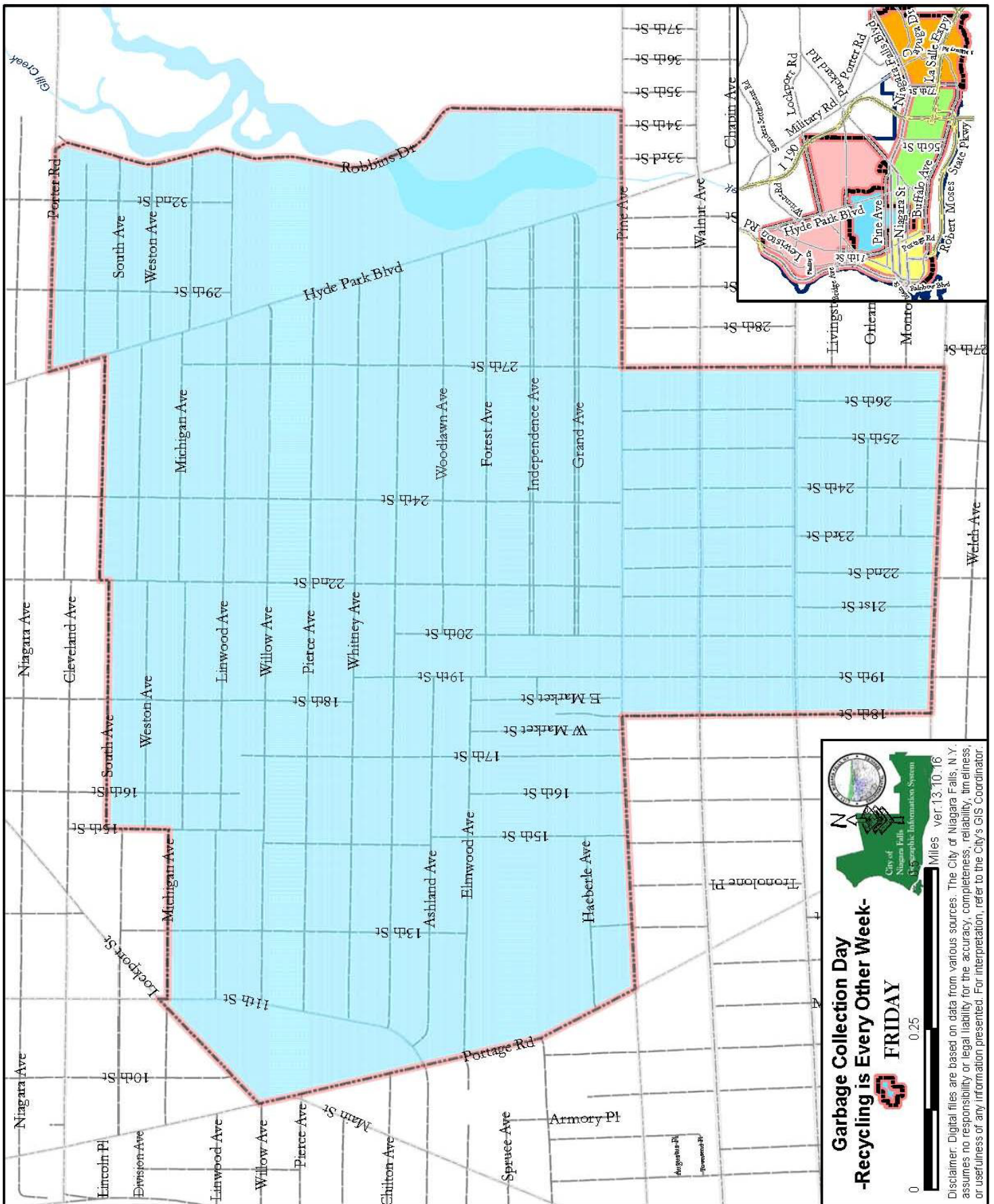
Lisa Ln	Oak St	Service Rd
Livingston Ave	Old Falls St	Seymour Ave
Lockport Rd	Ontario Ave	Shantz Ave
Lockport St	Orchard Pkwy	Sherwood Ave
Loretta Dr	Orleans Ave	Simmons Ave
Loretta Cir	Osborne Ct	South Ave
Luick Ave	Packard Rd	Spring St
Mackenna Ave	Park Pl	Spruce Ave
Macklem Ct	Parkview Dr	St John St
Macklem Ave	Pasadena Ave	Stephenson Ave
Madison Ave	Patricia Dr	T Mark Dr
Main St	Pear Ave	Tennessee Ave
Mang Ave	Penn St	Terrace Dr
Maple Ave	Pennsylvania Ave	Terrace Dr Rear
Marine Mem Dr	Perry Ave	Thorndale Ave
Mark Ln	Pershing Ave	Tomson Ave
Market St	Pierce Ave	Townsend Pl
Maryland Ave	Pine Ave	Troy Ave
Mason Dr	Point Ave	Tuscarora Rd
Massachusetts Ave	Portage Rd	Underground
Mckinley Ave	Porter Rd	University Ct
Mckoon Ave	Prospect St	Valle Dr
Meadowbrook Rd	Prospect Park	Van Rensselaer Ave
Memorial Pkwy	Tronolone Pl	Vanderbilt Ave
Michal Ct	Rainbow Blvd	Virginia Ave
Michigan Ave	Rainbow Mall	W Rivershore Dr
Military Rd	Rankine Rd	Walnut Ave
Monroe Ave	Rhode Island Ave	Webb Pl
Monteagle St	Rivershore Dr	Welch Ave
Quay St	Riverside Dr	Weston Ave
Morley Ave	Robinson Ct	Westwood Dr
Moschel Ct	Roselle Ave	Wheatfield Ave
Mueller Ct	Royal Ave	Whirlpool St
Munson Ave	Washington St	Willard Ave
New Rd	S 68Th St	Willow Ave
New Jersey Ave	S 84Th St	Wilton Ave
Niagara St	S 86Th St	Wing Ct
Niagara Ave	S 87Th St	Witkop Ave
Niagara Pkwy	S 91St St	Woodland Pl
Niagara Falls Blvd	S Hyde Park Blvd	Woodlawn Ave
Niagara Rapids Blvd	S Military Rd	Wyoming Ave
Niemel Dr	Whirlpool Park	Zito St
North Ave	Whitney Ave	
Norwood Ave	Seneca Ave	

APPENDIX “H”
MAPS OUTLINING REFUSE COLLECTION ROUTES

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APPENDIX “T”
PREVAILING WAGE SCHEDULE



Andrew M. Cuomo, Governor

Peter M. Rivera, Commissioner

City of Niagara Falls

Shirley Bernat, Principal Purchasing Clerk
745 Main Street
PO Box 69
Niagara Falls NY 14302-0069

Schedule Year 2013 through 2014
Date Requested 02/20/2014
PRC# 2014900140

Location Throughout City of NF
Project ID#
Occupation Type(s) Trash and Refuse Removal

PREVAILING WAGE SCHEDULE FOR ARTICLE 9 PUBLIC WORK PROJECT

Attached is the current schedule(s) of the prevailing wage rates and prevailing hourly supplements for the project referenced above. A unique Prevailing Wage Case Number (PRC#) has been assigned to the schedule(s) for your project.

If work on the contract continues beyond the expiration date set forth in the Wage Schedule, new rates and expiration dates will be made available online as part of the original PRC Prevailing Wage Schedule determination automatically, without further filings or requests from the Public Agency.

It is the responsibility of the contracting agency or its agent to annex and make part, the attached schedule, to the specifications for this project, when it is advertised for bids and /or to forward said schedules to the successful bidder(s), immediately upon receipt, in order to insure the proper payment of wages.

Please refer to the "General Provisions of Laws Covering Workers on Article 9 Public Work Building Service Contracts" provided with this schedule, for the specific details relating to other responsibilities of the Department of Jurisdiction.

Upon completion or cancellation of this project, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240

General Provisions of Laws Covering Workers on Article 9 Public Work Building Service Contracts

Introduction

The Labor Law requires public work contractors and subcontractors to pay a service employee under a contract for building service work for a public agency, a wage of not less than the prevailing wage and supplements (fringe benefits) in the locality for the craft, trade, or occupation of the service employee. Such a public work building service contract must be in excess of one thousand five hundred dollars (\$1,500.00).

Building service employee includes, but is not limited, to, watchman, guard, doorman, building cleaner, porter, handyman, janitor, gardener, groundskeeper, stationary fireman, elevator operator and starter, window cleaner, and occupations relating to the collection of garbage or refuse, and to the transportation of office furniture and equipment, and to the transportation and delivery of fossil fuel but does not include clerical, sales, professional, technician and related occupations.

Building service employee also does not include any employee to whom the provisions of Article 8 are applicable.

Responsibilities of the Public Agency

A Public Agency means the state, any of its political subdivisions, a public benefit corporation, a public authority or commission or special purpose district board appointed pursuant to law, and a board of education.

The Public Agency responsible for preparing the specifications for a building service contract must file a statement identifying the types of employees and work to be performed with the New York State Commissioner of Labor, or other fiscal officer¹. A separate filing is required for every building service contract. Only one filing is required for each contract, regardless of the duration of the contract. To file with the Commissioner of Labor, the Public Agency MUST submit a Request for Wage and Supplement Information" form (PW 39) to the Bureau of Public Work, either online, by fax, or by mail.

In response to each filing, the Bureau of Public Work will assign a Prevailing Rate Case (PRC) number to each building service contract, and will issue a Prevailing Wage Schedule setting forth the wage rates required to be paid for work performed and the expiration date of those rates. If work on the contract continues beyond the expiration date set forth in the Wage Schedule, new rates and expiration dates will be made available online as part of the original PRC Prevailing Wage Schedule determination automatically, without further filings or requests from the Public Agency.

The Commissioner of Labor makes an annual determination of the prevailing rates. This determination is in effect from July 1st through June 30th of the following year.

The Public Agency must include in the specifications for each building service contract the PRC number assigned to such contract and stipulation obligating the contractor to pay not less than the wage rates set forth in the Prevailing Wage Schedule issued under that PRC number.

Upon the awarding of the contract, the law requires that the Public Agency furnish the following information to the Bureau of Public Work: the name and address of the contractor, the date the contract was let and the approximate dollar value of the contract. To facilitate compliance with this provision of the Labor Law, a copy of the Bureau's "Notice of Contract Award" form (PW 16.9) is provided with the original Prevailing Rate Schedule. The Public Agency is required to notify the Bureau of the completion or cancellation of any public work building service contract. The Bureau's PW 200.9 form is provided for this purpose.

Hours

A building service employee, employed by a contractor, shall work up to eight (8) hours in any one day and up to forty (40) hours in any workweek for the appropriate posted prevailing wage rate. A building service employee who works more than eight (8) hours in any one day or more than forty (40) hours in any workweek shall be paid wages for such overtime at a rate not less than one-and-one-half (1.5) times his prevailing basic cash hourly rate.

Wages and Supplements

The wages and supplements to be paid and/or provided to a building service employee, employed on a public work contract shall be not less than those listed in the Prevailing Rate Schedule provided with the awarded contract. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage or in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

If a prime contractor on a public work contract has not been provided with a Prevailing Rate Schedule, the contractor must notify the Public Agency who in turn must request an original Prevailing Rate Schedule form the Bureau of Public Work.

¹ The New York State Commissioner of Labor is the fiscal officer on all building service contracts except for those performed by or on behalf of a city, in which case the fiscal officer is the comptroller or other analogous officer of the city.

Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12240; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website www.labor.state.ny.us.

Upon receiving the original schedule, the Public Agency is REQUIRED to provide complete copies to all prime contractors who in turn MUST, by law, provide copies of all applicable county schedules to each subcontractor and obtain from each subcontractor, an affidavit certifying such schedules were received.

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the project's date of completion. At a minimum, payrolls must show the following information for each person employed on a public work project: Name; Social Security number; the craft, trade or occupation in which the worker was employed; Hourly wage rate(s) paid; Supplements paid or provided; and Daily and weekly number of hours worked in each craft, trade or occupation.

In addition, the Commissioner of Labor may require contractors to furnish, with ten (10) days of a request, payroll records sworn to as their validity and accuracy for public work and private work. Payroll records include, but are not limited to time cards, work description sheets, proof that supplements were provided, cancelled payroll checks and payrolls. Failure to provide the requested information within the allotted ten (10) days will result in the withholding of up to 25% of the contract, not to exceed \$100,000.00. The records required to be maintained shall be kept on the site of the work during all of the time that work under the contract is being performed.

All contractors or their subcontractors shall provide to their subcontractors a copy of the Prevailing Rate Schedule specified in the public work contract as well as any subsequently issued schedules. A failure to provide these schedules by a contractor or subcontractor is a violation of Article 9, Section 237 of the Labor Law. The prime contractor is responsible for any underpayments of prevailing wages or supplements by any subcontractor.

All subcontractors engaged by a public work project contractor or its subcontractor, upon receipt of the original schedule and any subsequently issued schedules shall provide to such contractor a verified statement attesting that the subcontractor has received the Prevailing Rate Schedule and will pay or provide the applicable rates of wages and supplements specified therein. (See NYS Labor Law, Article 9, Section 237).

Withholding of Payments

When a complaint is filed with the Commissioner of Labor alleging the failure of a contractor or subcontractor to pay or provide the prevailing wages or supplements, or when the Commissioner of Labor believes that unpaid wages or supplements may be due, payments on the public work contract shall be withheld from the prime contractor in a sufficient amount to satisfy the alleged unpaid wages and supplements, including interest and civil penalty, pending a final determination.

When the Bureau of Public Work finds that a contractor or subcontractor on a public work contract failed to pay or provide the requisite prevailing wages or supplements, the Bureau is authorized by Sections 235.2 of the Labor Law to so notify the financial officer of the Public Agency that awarded the public work contract. Such officer MUST then withhold or cause to be withheld from any payment due the prime contractor on account of such contract the amount indicated by the Bureau as sufficient to satisfy the unpaid wages and supplements, including interest and any civil penalty that may be assessed by the Commissioner of Labor. The withholding continues until there is a final determination of the underpayment by the Commissioner of Labor or by the court in the event a legal proceeding is instituted for review of the determination of the Commissioner of Labor.

The Public Agency shall comply with this order of the Commissioner of Labor or of the court with respect to the release of the funds so withheld.

Summary of Notice Posting Requirements

The current Prevailing Rate Schedule must be posted in a prominent and accessible place on the site of the public work contract.

Apprentices

Employees cannot be paid apprentice rates unless they are individually registered in a program registered with the NYS Commissioner of Labor. The allowable ratio of apprentices to journeyworkers in any craft classification can be no greater than the statewide building trade ratios promulgated by the Department of Labor and included with the Prevailing Rate Schedule. An employee listed on a payroll as an apprentice who is not registered as above or is performing work outside the classification of work for which the apprentice is indentured, must be paid the prevailing journeyworker's wage rate for the classification of work the employee is actually performing.

NYSDOL Labor Law, Article 9, Section 231-7a, require that only apprentices individually registered with the NYS Department of Labor may be paid apprenticeship rates on a public work project. No other Federal or State Agency or office registers apprentices in New York State.

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 12240 or by Fax to NYSDOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested

The only conclusive proof of individual apprentice registration is written verification from the NYSDOL Apprenticeship Training Albany Central office. Neither Federal nor State Apprenticeship Training offices outside of Albany can provide conclusive registration information.

It should be noted that the existence of a registered apprenticeship program is not conclusive proof that any person is registered in that program. Furthermore, the existence or possession of wallet cards, identification cards, or copies of state forms is not conclusive proof of the registration of any person as an apprentice.

Interest and Penalties

In the event that an underpayment of wages and/or supplements is found:

- Interest shall be assessed at the rate then in effect as prescribed by the Superintendent of Banks pursuant to section 14-a of the Banking Law, per annum from the date of underpayment to the date restitution is made.
- A Civil Penalty may also be assessed, not to exceed 25% of the total of wages, supplements, and interest due.

Debarment

Any contractor or subcontractor and/or its successor shall be ineligible to submit a bid on or be awarded any public work contract or subcontract with any state, municipal corporation or public body for a period of five (5) years when:

- Two (2) willful determinations have been rendered against that contractor or subcontractor and/or its successor within any consecutive six (6) year period.
- There is any willful determination that involves the falsification of payroll records or the kickback of wages or supplements.

Criminal Sanctions

Willful violations of the Prevailing Wage Law (Article 9 of the Labor Law) constitute a misdemeanor punishable by fine or imprisonment, or both.

Discrimination

No employee or applicant for employment may be discriminated against on account of age, race, creed, color, national origin, sex, disability or marital status.

No contractor, subcontractor nor any person acting on its behalf, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates (NYS Labor Law, Article 9, Section 239-1).

No contractor, subcontractor, nor any person acting on its behalf, shall in any manner, discriminate against or intimidate any employee on account of race, creed, color, disability, sex, or national origin (NYS Labor Law, Article 9, Section 239-2).

The Human Rights Law also prohibits discrimination in employment because of age, marital status, or religion.

There may be deducted from the amount payable to the contractor under the contract a penalty of \$50.00 for each calendar day during which such person was discriminated against or intimidated in violation of the provision of the contract (NYS Labor Law, Article 9, Section 239-3).

The contract may be cancelled or terminated by the State or municipality. All monies due or to become due thereunder may be forfeited for a second or any subsequent violation of the terms or conditions of the anti-discrimination sections of the contract (NYS Labor Law, Article 9, Section 239-4).

Every employer subject to the New York State Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers notices furnished by the State Division of Human Rights.

Workers' Compensation

In accordance with Section 142 of the State Finance Law, the contractor shall maintain coverage during the life of the contract for the benefit of such employees as required by the provisions of the New York State Workers' Compensation Law.

A contractor who is awarded a public work contract must provide proof of workers' compensation coverage prior to being allowed to begin work.

The insurance policy must be issued by a company authorized to provide workers' compensation coverage in New York State. Proof of coverage must be on form C-105.2 (Certificate of Workers' Compensation Insurance) and must name this agency as a certificate holder.

If New York State coverage is added to an existing out-of-state policy, it can only be added to a policy from a company authorized to write workers' compensation coverage in this state. The coverage must be listed under item 3A of the information page.

The contractor must maintain proof that subcontractors doing work covered under this contract secured and maintained a workers' compensation policy for all employees working in New York State.

Every employer providing worker's compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers' Compensation Board in a conspicuous place on the jobsite.

Unemployment Insurance

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the New York State Department of Labor.



Andrew M. Cuomo, Governor

Peter M. Rivera, Commissioner

City of Niagara Falls

Shirley Bernat, Principal Purchasing Clerk
745 Main Street
PO Box 69
Niagara Falls NY 14302-0069

Schedule Year 2013 through 2014
Date Requested 02/20/2014
PRC# 2014900140

Location Throughout City of NF
Project ID#
Occupation Type(s) Trash and Refuse Removal

Notice of Contract Award

New York State Labor Law, Article 9, Section 231.5 requires that certain information regarding the awarding of public work contracts, be furnished to the Commissioner of Labor. One "Notice of Contract Award" (PW 16.9, which may be photocopied), **MUST** be completed for EACH prime contractor on the above referenced project.

Upon notifying the successful bidder(s) of this building service contract, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

Contractor Information

All information must be supplied

Federal Employer Identification Number: _____		
Name: _____		
Address: _____ _____		
City: _____	State: _____	Zip: _____
Amount of Contract: \$ _____	Occupation(s): _____	
Approximate Starting Date: _____ / _____ / _____	_____	
Approximate Completion Date: _____ / _____ / _____	_____	

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240



New York State Department of Labor
Bureau of Public Work
SOBC – Bldg. 12 – Rm. 130
Albany, NY 12240
www.labor.ny.gov

IMPORTANT NOTICE

Regarding Article 9 Building Service Contract Schedules

Contracts with PRC#s assigned on or after 8/1/2010:

- Building Service rates (Article 9) will be determined annually on July 1. They are in effect through June 30 of the following year. Employers must pay the newly determined rates each year.
- Any corrections or updates to the annual determination will be posted to the [DOL website](#) on the first day of each month. Employers are responsible for checking for updates each month and paying these updated rates retroactive to July 1st.
- The DOL web site has a [page](#) where employers can enter their specific PRC number to find the correct wage rates for their contracts.

Contracts with PRC#s assigned PRIOR to 8/1/2010:

- The rates in contracts with PRC#s assigned prior to 8/1/2010 will remain effective and extensions to these contracts WILL NOT require a new schedule.

This is a change to our prior notice.

Article 9 wage schedule information is now available [online](#).

Introduction to the Prevailing Rate Schedule

Introduction

The Labor Law requires public work contractors and subcontractors to pay a service employee under a contract for building service work for a public agency, a wage of not less than the prevailing wage and supplements (fringe benefits) in the locality for the craft, trade, or occupation of the service employee. Such a public work building service contract must be in excess of one thousand five hundred dollars (\$1,500).

Requesting a Wage Schedule

For every building service contract, the public agency must file a statement identifying the types of employees and work to be performed by submitting a Request for Wage and Supplement Information form (PW 39) to the Bureau of Public Work, either online, by fax, or by mail. The Commissioner of Labor makes an annual determination of the prevailing rates. This determination is in effect from July 1st through June 30th of the following year.

The Public Agency must include the specifications for each building service contract the PRC number assigned to such contract and stipulation obligating the contractor to pay not less than the wage rates set forth in the Prevailing Wage Schedule issued under that PRC number.

Hours

A building service employee, employed by a contractor, shall work up to eight (8) hours in any one day and up to forty (40) hours in any workweek for the appropriate posted prevailing wage rates. A building service employee who works more than eight (8) hours in any one day or more than forty (40) hours in any workweek shall be paid wages for such overtime at a rate not less than one-and-one-half (1.5) times the prevailing basic cash hourly rate.

Wages and Supplements

The wages and supplements to be paid and/or provided to a building service employee, employed on a public work contract shall be not less than those listed in the Prevailing Rate Schedule.

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the projects date of completion.

At a minimum, payrolls must show the following information for each person employed on a public work project: name; social security number; the craft, trade or occupation in which the worker was employed; hourly wage rate(s) paid; supplements paid or provided; and daily and weekly number or hours worked in each craft, trade or occupation.

NOTE: For more detailed information regarding Article 9 prevailing wage contracts, please refer to "General Provisions of Laws Covering Workers on Article 9 Public Work Building Service Contracts".

If you have any questions concerning the attached schedule or would like additional information, please write to:

New York State Department of Labor
Bureau of Public Work
State Office Campus, Bldg. 12
Albany, NY 12240

OR

Contact the nearest BUREAU of PUBLIC WORK District Office

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-775-3568	212-775-3579

Bureau of Public Work - Patchogue	631-687-4882	631-687-4904
Bureau of Public Work - Rochester	585-258-4505	585-258-4708
Bureau of Public Work - Syracuse	315-428-4056	315-428-4671
Bureau of Public Work - Utica	315-793-2314	315-793-2514
Bureau of Public Work - White Plains	914-997-9507	914-997-9523
Bureau of Public Work - Central Office	518-457-5589	518-485-1870

Niagara County Article 9

Trash and Refuse Removal

02/01/2014

JOB DESCRIPTION Trash and Refuse Removal

DISTRICT 12

ENTIRE COUNTIES

Allegany, Cattaraugus, Chautauqua, Erie, Niagara

WAGES

For use with Transfer Station Operation.

Per hour: 07/01/2013

Indus. Truck Driver/Tractor Operator
\$17.03

Laborer/ non-construction
\$13.19

Conveyor operators and tenders
\$14.14

IMPORTANT INFORMATION:

Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS

Per hour worked: \$1.72

OVERTIME PAY

See (B, B2) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

12-NYS/R&S - Trans.Station.Ops

Trash and Refuse Removal

02/01/2014

JOB DESCRIPTION Trash and Refuse Removal

DISTRICT 12

ENTIRE COUNTIES

Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Cortland, Erie, Franklin, Genesee, Jefferson, Lewis, Livingston, Madison, Monroe, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Wayne, Wyoming, Yates

WAGES

Per Hour: 07/01/2013 05/01/2014

Trash, Recycling,
Roll-Off and
Brush Drivers \$14.25 \$14.50

Thrower Helper \$10.25 \$10.50

IMPORTANT INFORMATION:

Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS

07/01/2013	09/01/2013	05/01/2014
\$5.91*	\$6.38*	TBD

* Applies the 1st of the month after 30 days of service.

Vacation pay:

After one year of service: 5 days per year

After four years of service: 10 days per year
After nine years of service: 15 days per year

4 Personal days after 90 days of service.

OVERTIME PAY

See (B, B2, K) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

To be eligible for holiday pay an employee must complete 6 months continuous service, have worked the regularly scheduled day prior to the holiday as well as the first regularly scheduled day after the holiday.

Employees who are scheduled to work on a holiday must work that holiday or forfeit holiday pay.

If a holiday falls on an unscheduled workday (Sat/Sun) no holiday pay will be issued.

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Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

- (B1) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday.
Double the hourly rate for all additional hours
- (A) Time and one half of the hourly rate after 7 hours per day
- (AA) Time and one half of the hourly rate after 7 and one half hours per day
- (E3) Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
- (B) Time and one half of the hourly rate after 8 hours per day
- (S1) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- (E5) Double time after 8 hours on Saturdays
- (B2) Time and one half of the hourly rate after 40 hours per week
- (C) Double the hourly rate after 7 hours per day
- (C1) Double the hourly rate after 7 and one half hours per day
- (D) Double the hourly rate after 8 hours per day
- (D1) Double the hourly rate after 9 hours per day
- (E) Time and one half of the hourly rate on Saturday
- (E1) Time and one half 1st 4 hours on Saturday Double the hourly rate all additional Saturday hours
- (E2) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E4) Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (F) Time and one half of the hourly rate on Saturday and Sunday
- (G) Time and one half of the hourly rate on Saturday and Holidays
- (H) Time and one half of the hourly rate on Saturday, Sunday, and Holidays
- (I) Time and one half of the hourly rate on Sunday
- (J) Time and one half of the hourly rate on Sunday and Holidays
- (K) Time and one half of the hourly rate on Holidays
- (L) Double the hourly rate on Saturday
- (M) Double the hourly rate on Saturday and Sunday
- (N) Double the hourly rate on Saturday and Holidays
- (O) Double the hourly rate on Saturday, Sunday, and Holidays
- (P) Double the hourly rate on Sunday
- (Q) Double the hourly rate on Sunday and Holidays
- (R) Double the hourly rate on Holidays
- (S) Two and one half times the hourly rate for Holidays, if worked

- (T) Triple the hourly rate for Holidays, if worked
- (U) Four times the hourly rate for Holidays, if worked
- (V) Including benefits at SAME PREMIUM as shown for overtime
- (W) Time and one half for benefits on all overtime hours.

NOTE: BENEFITS are PER HOUR WORKED, for each hour worked, unless otherwise noted

Holiday Codes

PAID Holidays:

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

- (1) None
- (2) Labor Day
- (3) Memorial Day and Labor Day
- (4) Memorial Day and July 4th
- (5) Memorial Day, July 4th, and Labor Day
- (6) New Year's, Thanksgiving, and Christmas
- (7) Lincoln's Birthday, Washington's Birthday, and Veterans Day
- (8) Good Friday
- (9) Lincoln's Birthday
- (10) Washington's Birthday
- (11) Columbus Day
- (12) Election Day
- (13) Presidential Election Day
- (14) 1/2 Day on Presidential Election Day
- (15) Veterans Day
- (16) Day after Thanksgiving
- (17) July 4th
- (18) 1/2 Day before Christmas
- (19) 1/2 Day before New Years
- (20) Thanksgiving
- (21) New Year's Day
- (22) Christmas
- (23) Day before Christmas
- (24) Day before New Year's
- (25) Presidents' Day
- (26) Martin Luther King, Jr. Day
- (27) Memorial Day



New York State Department of Labor - Bureau of Public Work
State Office Building Campus
Building 12 - Room 130
Albany, New York 12240

REQUEST FOR WAGE AND SUPPLEMENT INFORMATION

As Required by Articles 8 and 9 of the NYS Labor Law

Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.

This Form Must Be Typed

Submitted By:

(Check Only One)

☐

Contracting Agency

☐

Architect or Engineering Firm

☐

Public Work District Office

Date:

A. Public Work Contract to be let by: (Enter Data Pertaining to Contracting/Public Agency)

1. Name and complete address ☐ (Check if new or change)

Telephone: ()

Fax: ()

E-Mail:

2. NY State Units (see Item 5)

☐ 01 DOT

☐ 02 OGS

☐ 03 Dormitory Authority

☐ 04 State University
Construction Fund

☐ 05 Mental Hygiene
Facilities Corp.

☐ 06 OTHER N.Y. STATE UNIT

☐ 07 City

☐ 08 Local School District

☐ 09 Special Local District, i.e.,
Fire, Sewer, Water District

☐ 10 Village

☐ 11 Town

☐ 12 County

☐ 13 Other Non-N.Y. State
(Describe)

3. SEND REPLY TO ☐ (check if new or change)
Name and complete address:

Telephone:()

Fax: ()

E-Mail:

4. SERVICE REQUIRED. Check appropriate box and provide project information.

☐ New Schedule of Wages and Supplements.

APPROXIMATE BID DATE :

☐ Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR
THIS PROJECT :

OFFICE USE ONLY

B. PROJECT PARTICULARS

5. Project Title

Description of Work

Contract Identification Number

Note: For NYS units, the OSC Contract No.

6. Location of Project:

Location on Site

Route No/Street Address

Village or City

Town

County

7. Nature of Project - Check One:

☐ 1. New Building

☐ 2. Addition to Existing Structure

☐ 3. Heavy and Highway Construction (New and Repair)

☐ 4. New Sewer or Waterline

☐ 5. Other New Construction (Explain)

☐ 6. Other Reconstruction, Maintenance, Repair or Alteration

☐ 7. Demolition

☐ 8. Building Service Contract

8. OCCUPATION FOR PROJECT :

☐ Construction (Building, Heavy
Highway/Sewer/Water)

☐ Tunnel

☐ Residential

☐ Landscape Maintenance

☐ Elevator maintenance

☐ Exterminators, Fumigators

☐ Fire Safety Director, NYC Only

☐ Guards, Watchmen

☐ Janitors, Porters, Cleaners,
Elevator Operators

☐ Moving furniture and
equipment

☐ Trash and refuse removal

☐ Window cleaners

☐ Other (Describe)

9. Has this project been reviewed for compliance with the Wicks Law involving separate bidding?

YES ☐ NO ☐

10. Name and Title of Requester

Signature



NEW YORK STATE DEPARTMENT OF LABOR
Bureau of Public Work - Debarment List

**LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE
AWARDED ANY PUBLIC WORK CONTRACT**

Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements

NOTE: The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = NYS Dept. of Labor; NYC = New York City Comptroller's Office; AG = NYS Attorney General's Office; DA = County District Attorney's Office.

A list of those barred from bidding, or being awarded, any public work contract or subcontract with the State, under section 141-b of the Workers' Compensation Law, may be obtained at the following link, on the NYS DOL Website:

<https://dbr.labor.state.ny.us/EDList/searchPage.do>

Article 9

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL		AIRPORT SERVICE LTD		P O BOX 548 MORICHES NY 11955	11/28/2012	11/28/2017
DOL	DOL	*****8954	AMERICAN INDUSTRIAL CLEANING CO INC		10 CHELSEA PLACE GREAT NECK NY 11021	02/17/2011	02/17/2016
DOL	DOL	*****5530	CFM SERVICE CORPORATION INC		P O BOX 548 MORICHES NY 11955	11/28/2012	11/28/2017
DOL	DOL		EMMANUEL ODIGIE		837 OUTLOOK AVENUE WEST BABYLON NY 11704	09/10/2010	09/10/2015
DOL	NYC	*****8356	JETSTREAM MAINTENANCE CORP		7156 ROCKAWAY BLVD WOODHAVEN NY 11421	04/28/2011	04/28/2016
DOL	DOL		JOSEPH KLEINPETER	CFM SERVICE CORPORATIO N INC	P O BOX 548 MORICHES NY 11955	11/28/2012	11/28/2017
DOL	DOL		MYRON STEMPA		10 CHELSEA PLACE GREAT NECK NY 11021	02/17/2011	02/17/2016
DOL	DOL	*****0744	NCLN20 INC		3494 HALL LANE P O BOX 69LAFAYETTE CA 94549	05/23/2013	05/23/2018
DOL	DOL	*****0817	NORTH EAST SECURITY GUARD SERVICE INC		837 OUTLOOK AVENUE WEST BABYLON NY 11704	09/10/2010	09/20/2015
DOL	NYC		SAE KEON WON		7156 ROCKAWAY BLVD WOODHAVEN NY 11421	04/28/2011	04/28/2016
DOL	DOL		SIHAYA JONES		C/O NCLN20 INC 3404 HALL LANELAFAYETTE CA 94549	05/23/2013	05/23/2018
DOL	DOL		STEPHEN JONES		C/O NCLN10 INC 3404 HALL LANELAFAYETTE CA 94549	05/23/2013	05/23/2018
DOL	NYC	*****8212	VELOX CLEANING CORP		32 ESSEX LANE WILLINGBORO NJ 08046	07/09/2010	07/09/2015