

***Request for Proposals
Refuse and Recycling Collection, Processing and Disposal Services
For the City of Niagara Falls, New York***



***RFP No. 2023-25
Proposals Due: Thursday, November 9, 2023 at 12:00 PM***

***City of Niagara Falls Purchasing Division
City Hall, Room 214
745 Main Street
Niagara Falls, New York 14301***

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Section 1 – Introduction and Instructions

A. Purpose

The City of Niagara Falls, New York (the “City”) is seeking proposals from qualified 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 of collected recyclables and sale of said recyclables.

The term of this contract shall be for five (5) years, commencing on May 1, 2024 and expiring on April 30, 2029. If mutually agreeable by City and awarded Contractor, this contract may be extended for one (1) additional two (2) year period (through April 30, 2031). This two-year mutually agreeable extension is subject to the same terms, conditions, and specifications of the original contract including New York State Department of Labor Prevailing Wage requirements. Extensions will also be subject to City Council approval.

If the awarded contractor does not wish to invoke the two-year mutually agreeable extension under the same terms and conditions, the contractor must notify the City Administrator, in writing, one year prior to the end of the original five-year contract. Failure to provide notice within the required time frame will result in an additional month extension of the original five-year contract for every month notification is delayed in addition to penalties as specified within the original contract.

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 expenses, technical feasibility and reliability, resources, risk allocation, and experience in similar operations. The City reserves the right to reject all proposals.

B. Contact Person(s), Address(es) and Contact Information

Leeann Huey
Purchasing Agent
745 Main Street, Room 214
Niagara Falls, New York 14301
Phone: (716) 286-4372
leeann.huey@niagarafallsny.gov

C. RFP Schedule

This schedule represents the City’s best estimate of the schedule that will be followed for this RFP. If a component of this schedule is delayed, the rest of the schedule will be shifted accordingly. The City reserves the right to change the schedule at any time and for any reason.

The approximate RFP schedule (subject to change as required by the City) is as follows:

RFP issued: Friday, October 13, 2023

Pre-Bid Contractor Q&A Meeting: Friday, October 20, 2023, at 11:00 A.M.

Written Clarification Questions Deadline: October 26, 2023, at 12:00 P.M.

City's Response to Written Clarification Questions: November 3, 2023

Proposals due: Thursday, November 9, 2023, at 12:00 P.M.

City Council Meeting for Possible Award: December 6, 2023

D. General Instructions

The City will officially distribute submission package documents from the Division of Purchasing. Proposers are encouraged to obtain submission package documents from the Purchasing Division's website, <https://niagarafallsusa.org/government/city-departments/purchasing>. Copies from any other source are not considered official copies. Only Proposers who obtain documents from the official sources listed are guaranteed to receive addendum information if such information is issued. If you have obtained this document from a source other than the sources listed, it is recommended that you obtain an official copy as indicated above.

The envelope or packing container containing the submission must bear the Proposer's name and address, be sealed, and must be clearly marked in the **LOWER LEFT CORNER** with the submission number **RFP # 2023-25**. Submissions which are received in a packing envelope or container should also bear the submission number in a conspicuous place. Failure to do this may necessitate the premature opening of the submission which may compromise its confidentiality.

The City urges that all likely proposers forward their current contact information to the City by electronic mail to leeann.huey@niagarafallsny.gov to receive updates, addendums, and comment replies regarding this RFP.

This RFP will require a deposit of ten thousand dollars (\$10,000.00), either in the form of a certified check made payable to the order of the City of Niagara Falls, NY, or a bond with sufficient securities in a penalties sum. The deposit will be conditioned upon that should the proposal be accepted, the successful respondent will enter into a contract for the terms of the agreement, and that the respondent will enter into an agreement with the City within fifteen (15) days from the acceptance of the proposal, as specified in the proposal conditions.

Proposers(s) must submit or deliver six (6) original copies, one (1) with original signatures and one (1) copy in PDF format on a USB/thumb drive of the proposal to:

CITY OF NIAGARA FALLS, NEW YORK
DIVISION OF PURCHASING
City Hall, Room 214
745 Main Street
Niagara Falls, NY, 14301

Proposers will not be permitted to enter City Hall during the time in which it is closed to the public. Proposers may arrange to have RFP packages delivered via USPS, UPS, FedEx, or a similar delivery

service. Please note that the Purchasing Division must still receive those deliveries no later than the scheduled time set forth on **Page 4** herein. Proposers assume the risk of the method of dispatch chosen. Proposers who are unable or do not elect to utilize a delivery service may call (716) 286-4371 and make an appointment to drop off a package to a member of the Purchasing Division staff at the Main Street entrance security desk inside City Hall. Calls to schedule an appointment should be made no later than 3:00 p.m. the day before the scheduled Proposal Due Date. The City takes no responsibility for the late arrival of RFP packages due to delivery failure or the failure to leave adequate time for an appointment to be scheduled.

Proposals will not be publicly read at the opening. Proposals may not be delivered orally, by facsimile transmission, by other telecommunication, or electronic means. Postmarking by the due date will not substitute for actual proposal receipt by the City. A Proposer's failure to submit its proposal prior to the deadline will cause the proposal to be rejected. Late proposals or amendments will not be opened or accepted for evaluation.

The total number of pages contained in this package should be **ninety-one (91)**. If any pages are missing, please contact the Purchasing Division.

A pre-proposal meeting will be held on **Friday, October 20 at 11:00 AM** at City Hall, 745 Main Street, Niagara Falls, New York 14301. The purpose of the pre-proposal meeting is to discuss any questions interested parties may have regarding the project and RFP that was issued on September 15, 2023.

Section 2 – Background

In 2014 the City transitioned to a cart-based refuse and recycling collection program whereby each parcel was provided a wheeled cart for both refuse and recycling. Each participating property was allocated a single 65-gallon refuse cart and 95-gallon recycling cart per unit count. Based upon community input, the 2014 program has been expanded to include additional collection features and strategies. The City is soliciting draft proposal comments from contractors/respondents for those program elements that include but are not limited to the following: curbside refuse collection from wheeled carts, refuse disposal, every-other-week recycling collection, recycling processing, additional collection options for Multi-residential/commercial needs, and yard waste collection and management.

The City extended their refuse and recycling contract in 2018, which also included a transition to a User Fee based program whereby the cost of the program is financed independent of the ad valorem tax. A City subcommittee was tasked with evaluating and recommending a cost-effective solid waste management program that includes a variety of services to be billed through a City-wide User Fee. The City recognizes the efficiency related to collecting both refuse and recycling from program participants using carts suitable for both semi and fully automated collection (except for bulk refuse collection) and cart based, every-other-week recycling collection. The City's primary goal is to provide a premium, low-cost service to City residents.

The City encourages prospective contractors to incorporate cost saving approaches and any methods to increase recycling and organic (household yard waste) 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 proposals.

Section 3 – Current Refuse and Recycling Operations

3.a The current refuse and recycling program includes weekly pickup of solid waste from 65-gallon refuse carts, three (3) items (bags/cans or bulk) and two (2) additional items bags/can or bulk items bearing a “City of Niagara Falls” tag. The City shares half (50%) of the revenue derived from the sale of City issued tags. Single stream recycling is collected every other week from City issued 95-gallon carts. The City shall provide trash and recycling cart maintenance, including repair and replacement of lids, wheels, axles, lift bars and replacement of lost or damaged carts as well as delivery of new carts.

3.b At the discretion of the City, property owners of Niagara Falls, New York are currently allowed to bring bulk refuse which is generated in the City to the Contractor’s Facility by purchasing a permit at the Department of Public Works. Permits for doing this are provided by the City to the residents (approximately 300 more or less City permits are issued per year). Residents participating in this program must adhere to the contractor’s rules and regulations. Their 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.

3.c The City’s Corporation Yard currently has one 65 cubic yard and six 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 the New Road Public Works facility to empty the dumpster(s) 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 with a flat rate fee per collection of each container.

3.d The City’s Municipal Services Building, 1925 Main Street, Niagara Falls, New York has two (2) 8 cubic yard dumpsters that are serviced twice/week with a flat rate fee per collection of each container. Additional dumpsters are located at Hyde Park Ice Pavilion (2), Sal Maglie Stadium (1), and the Train Station (1).

3.e The City has a separate contract for additional dumpster services when needed for special events.

3.f Electronics are recycled thru an independent City operated program.

3.g The current contractor accepts credit card payments from the City.

Section 4 – Proposal Submittal Requirements

It is the City’s intent to award a contract as a result of this RFP process. The start date for collection services is set for Wednesday May 1, 2024. The City believes in maintaining a high level of commitment to 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 proposals 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) and participating commercial and multi-residential units. All residential units are required to participate in this program and utilize both a refuse and recycling cart. Refuse Collection from residential parcels, unless specified by the City, shall take place weekly. It is desirable Recycling collection take place every other week and yard waste collection shall be conducted as specified and agreed upon once a contract is executed. The City has also prepared specifications for additional services for municipal participants. It is the City's intent to customize options for participants in a manner that allows residents to individually control their program expenses through waste reduction, recycling and taking advantage of the yard waste management program.

This contract will cover multiple properties managed by the Niagara Falls Housing Authority, such as Harry S. Jordan Garden, Packard Court, and Beloved Community. Each of these communities have independently purchased refuse and recycling carts for distribution to residents, therefore these carts are not the property of the City of Niagara Falls. The Niagara Falls Housing Authority shall be responsible for repair and maintenance of carts in the facilities named previously in this paragraph.

Each parcel in the City was issued 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) possess one (1) 64-Gallon cart, double family homes (220) have two (2) 64-Gallon carts and so on. Recycling carts were issued in a similar manner; however, the capacity of the recycling cart is approximately 96-Gallons to accommodate an every-other-week collection frequency. One (1) 96-Gallon Recycling cart is assigned 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. To reduce the number of carts placed out for collection, the City has set a maximum limit of four (4) refuse carts and two (2) recycling carts per participating residential unit.

The City wishes to solicit feedback concerning enhancing the customer/user experience through use of GIS enabled technology (website link to real time truck on route tracking software) and strategies for providing multiple services as required at municipal buildings and locations throughout the City, as well as daily collection from specified tourist, park, and events locations.

The City is also requesting contractors provide comments regarding the collection and composting of yard waste on a permanent and limited basis as part of this contract.

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 Description of Curbside/street-line/alley Recycling Program – Provide a description of contractor's proposed curbside/street-line/alley recycling collection program that engages residents to participate and seeks to minimize contamination placed by users in recycling containers.

4.3 Program to Minimize Missed Collections and Manage Complaints - Proposers 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 residential complaints or issues regarding service (i.e., missed service) will be first answered and administered by the Contractor, including customer complaints received by the City. The Contractor shall provide a process to address issues, including a dedicated contact person and phone line, e-mail and/or website specifically for the use of managing customer complaints and related customer service needs.

Contractors shall also provide a dedicated point of contact capable of interacting directly with a City representative regarding the City's account with the Contractor.

The City encourages Contractors to identify opportunities to enhance customer experience through Geographic Information System (GIS) enabled equipment such as web-based tracking and/or GIS capable tools to assist residents and City program administrators with addressing issues related to service. Prospective contractors are encouraged to include a narrative about GIS enabled equipment that can verify collection, identify locations of trucks on route and produce documentation to confirm/deny residential complaints. To provide better communication between the contractor and residents, the City desires prospective contractors to provide a link on the City's website allowing residents to access tracking software that shows locations of trucks on route in real time.

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

4.5 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.

4.6 Certified Financial Statements - Provide the most recent year of audited financial statements including balance sheets, cash flow and income statements. The City will also accept the most recent year of

reviewed financial statements, such as balance sheets, cash flow and income statements from a Certified Public Accountant.

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

4.8 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.

4.9 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 "D"**).

Section 5 – Definitions

5.1 Bag Tags -- Must be refuse bags, cannot exceed 30-gallons or greater than 40-lbs. In no instance shall the bags be packed so as to contain more than their intended weight. Collectible material must be properly sealed and presented and set at curbside, adjacent to refuse cart (not on top), and contain a City issued tag/sticker.

5.2 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-emitting equipment, microwave ovens and regulated material.

5.3 City of Niagara Falls, New York "City" – is a municipal corporation incorporated pursuant to the laws of the State of New York in 1892.

5.4 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.

5.5 City User – A person who is a legal resident of the City and who subscribes to City Refuse and Recycling Program.

5.6 Commencement Date – May 1, 2024.

5.7 Commercial Refuse – waste originating in and around commercial establishments, industrial establishments and institutions.

5.8 Commercial Refuse Management – the purposeful, systematic control of the generation, separation, storage, collection, processing and disposal of commercial and institutional waste.

5.9 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.

5.10 Commingled Recyclables – mixed recyclable materials separated from MSW at the point of generation.

5.11 Composting – a controlled microbial degradation of organic waste yielding a nuisance-free product of potential value as a soil conditioner.

5.12 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.

5.13 Curbside/street-line/alley Collection – collection at individual households or commercial buildings by municipal or private haulers, for subsequent transport to management facility.

5.14 Default Service – Residents and individual apartments were issued the following containers:

5.14.a Single Family: one (1)-64-Gallon refuse cart and one (1)-96 gallon recycling cart

5.14.b Double Family: two (2)-64-Gallon refuse carts and two (2)-96 gallon recycling carts

5.14.c Triple Family: three (3)-64-Gallon refuse carts three (3)-96 gallon recycling carts

5.14.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.

5.15 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.

5.16 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.

5.17 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 either party hereto or their employees; 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 – shall mean a document submitted in response to this 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. This 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.

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/Proposer/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 and 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. Used interchangeably with Landscape Waste. This definition will also exclude concrete, rocks (decorative and natural), dirt, railroad timbers, weed block/barrier and plastic film or barriers. For the purpose of this program, Yard Waste must be bagged in approved containers such as clear plastic bags or kraft paper bags OR 30-gallon containers with handles and cannot exceed more than their intended weight or 40-lbs.

Section 6 – 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 180 days from the last date to submit proposals.

6.3 Responses Required – all Successful Proposers 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 leeann.huey@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 a regular meeting scheduled in December 2023 or January 2024. After an award by the Council, the City's Corporation Counsel will prepare an Agreement between the City and the Successful Proposer(s) (now styled the 'Contractor'). The Agreement is not a binding contract until signed by all parties and, if necessary, approved by the Council. Some of the standard contract language that will be incorporated into any Agreement appears below, so that Proposers may consider such requirements before submitting their proposals.

6.6 Insurance Requirements – before performing any work or services related to the awarded contract, the Contractor is required to comply with the following:

- A. In accordance with the CITY's Insurance Requirements that are attached hereto as **Appendix "B"** and incorporated herein as if fully set forth in this paragraph, Contractor(s) shall at all times, during the initial term of this Agreement and any extension term, carry and maintain insurance that insures Contractor(s) and the CITY against all claims for loss of life, bodily injury, and/or property damage occurring in, on or about the Shelter, or otherwise arising out of or in connection with this Agreement.
- B. Contractor's obligations under this Agreement shall not be limited either by the insurance coverage that it procures, or the insurance coverage maintained by or for the benefit of the CITY.
- C. The CITY reserves the right of its Risk Manager to modify and amend these Insurance Requirements upon reasonable notice to Contractor(s).

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. Therefore, to the fullest extent permissible by law, Contractor agrees to defend, indemnify, and hold harmless the CITY, including its council, boards, officers, agents, employees, and volunteers, from and against any and all liability, loss, damages, claims or actions, including costs and attorney's fees, for loss of life, bodily injury or property damage arising out of or in connection with this agreement. Whenever any person who would otherwise be indemnified by this section is prohibited from obtaining such an indemnification by reason of the General Obligations Law of New York, the Contractor further agrees that it will contribute to the payment and satisfaction of all judgments entered against each such person in proportion to the Contractor's relative culpability. The rights and duties created by this section shall be in addition to and not in limitation upon any common-law, statutory, and other contractual rights that the City or other indemnified persons have against the Contractor and shall continue in full force and effect notwithstanding the expiration or termination of this Agreement.

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, substitute 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 an 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 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 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 perform 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 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 45 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 14** 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 part or 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 facilities 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 and 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, commencing on May 1, 2024, and expiring on April 30, 2029. If mutually agreeable, the City may elect to extend the contract for one (1) two (2) year extension. **The Contractor must notify the City Administrator in writing one year prior to the end of the initial five-year contract if they do not wish to extend under the same terms and conditions.**

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 because of not making any withholdings from payments for services under this Agreement, the Successful Respondent will reimburse and indemnify the City for the same.

Section 7 – Evaluation and Selection Process

The award of this contract will be to the respondent contractor whose proposal is judged through 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 A**. Please note that the City intends to request alternate rates 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.

The Niagara Falls City Council, as its option, will select the proposal(s) 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. The City reserves the right to award in whole or in part, reject any and all bids, waive technicalities, and thus make the award(s) as deemed in the best interest of the City.

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 (25%):** 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 (15%):** 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 (15%):** 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 (15%):** 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.
- **Expense to provide base level of service, with consideration of expenses relative to option choices (30%).**

Section 8 – 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, Recyclables and Yard Waste (if necessary). 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, unless specified. 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.

To foster better communication, the Contractor is to distribute a quarterly handbill/flyer to each resident/business from which collection of materials is required hereunder, all at the expense of the Contractor. This handbill/flyer shall provide information pertinent to the upcoming season, reminders, and updates to planned or expected changes in service.

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.

In the event inclement weather forces collection delays, the Contractor must immediately contact and communicate the details of the delay to the City Administrator and DPW Director. Additionally, public notice must be given, via local news media outlets (television & radio). Standard operating procedure during inclement weather delays should be handled in the same manner as a holiday week collection schedule.

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 always exercise caution 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 subcontractor's 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 provide a means to receive requests for service, suggestions, and complaints directly from customers and use all facilities of the Contractor to meet, satisfy and resolve 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. The City encourages vendors to sign up for the "Supplier Pay" program whereby by a customized credit card number is issued to the vendor in lieu of paper checks. It is anticipated that payment will arrive quicker.

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, Niagara Falls, NY 14301.

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 if 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.

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.

In the event of inclement weather forcing collection delays, the Contractor must immediately contact and communicate the details of the delay to the City Administrator and DPW Director. Additionally, public notice must be given, via local news media outlets (television & radio). Standard operating procedure during inclement weather delays should be handled in the same manner as a holiday week collection schedule.

8.10 Wheeled Refuse and Recycling Cart Responsibility – The City, while retaining full ownership for the wheeled refuse and recycling carts, will provide daily required maintenance for the City issued wheeled refuse and recycling carts, including repair and replacement of lids, wheels, axles, lift bars and replacement of lost or damaged carts as well as delivery of new carts.

The City issued containers are owned by the City and shall always remain at the premises 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 containers. However, the Contractor shall be responsible for all replacement costs for damages proven to be caused by the Contractor's mishandling of carts during collection operations (such as structural damage, i.e. compression cracks, cart damage sustained by throwing carts rather than rolling carts to and from curbside, etc.).

8.11 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.

8.12 Education/Promotion and Outreach - The Contractor will work with the City (or representatives thereof) to provide service-orientated information to residents and develop and execute public education to encourage waste reduction and recycling once per quarter. The Contractor shall provide and distribute a 8-1/2" x 11", high resolution, two-color insert informing City residents of the specifics of the refuse and recyclables collection program including an updated collection schedule, a listing of acceptable materials and instructions on proper handling of the collection bins or carts. Quarterly updates should also include holiday schedule reminders, contact numbers and web links. The content and size of the insert must be first approved by 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 Proposer with a list of City parcels participating in the collection program.

The City is requesting proposers include comments and suggestions for a mobile based/smart phone or device application, accessible via download by City participants, identifying key program elements such as recycling week, missed collection and frequently asked questions.

8.13 Public Informational Meetings – Upon selection, but prior to implementation of collection service, the selected Contractor may be asked to participate with City staff and Council in two or more public meetings which will describe the new service to City residents.

Section 9 – Specific Proposal Conditions

Program participants will use City issued refuse containers consistent with their parcel code classification, up to a maximum of four (4) total carts per parcel. A total of twenty-three (23) commercial and/or multi-residential units participating in the program have extended beyond this service level, per terms arranged through this process. Properties managed by the Niagara Falls Housing Authority have independently procured acceptable carts, which are not owned by the City.

COMMERCIAL/MULTI-RESIDENTIAL SERVICE BEYOND FOUR (4) CARTS	
Cart Quantity	Number of Parcels
Five Carts	10
Six Carts	6
Seven Carts	3
Eight Carts	2
Nine Carts	1
Ten Carts	1

All parcels participating in the program, unless noted by a pre-approved instance of hardship, must use a City issued (or approved in the case of Niagara Falls Housing Authority parcels) refuse and recycling cart. The Contractor is not expected to collect loose trash and recycling from parcels not participating in the program or participating without a refuse and/or recycling cart.

In 2019 the City of Niagara Falls transitioned to a User Fee based program. Such a program declares the imposition of solid waste disposal costs to each generator based on volume disposed, providing a necessary incentive to reduce the generation of solid waste by recycling and waste reduction, and consequently reducing one's expenses.

The City shall be responsible for all billing, accounting, and financial collection of its User Fee. If a customer does not pay the required fees, collection efforts will be undertaken by, and at the option of the City to recover any monies due. The Contractor shall be paid for services completed even though the City may have not collected the billed User Fee. At no time shall the Contractor cease collection services for lack of payment by residents, unless directed to do so by the City.

It is the intention of the City to procure multiple services through this RFP process, including refuse and recycling collection from City issued carts capable of both fully automated and semi-automated collection. The Contractor shall be responsible for the uninterrupted collection of refuse and recyclables at curbside/street-line/alley of all residences, including single, double, triple, and quads - including a select number of business units. Additional services, as discussed in this section, are also requested.

9.1 Contract Period: The contract will commence May 1, 2024, and end on April 30, 2029. If mutually agreeable, the contract may be extended for one, two (2) year extension under the same terms,

conditions, and specifications. Appendix A Pricing Sheet requests prices for Year 1: 5/1/2024 to 4/30/2025 of the contract term.

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. The Refuse and Recycling Cart figures are the most recent figures based on cart distribution per participating parcel.

Additionally, the City is requesting the contractor include rates to conduct collection from common area receptacle (not city issued carts) locations as determined by the City.

		Number of Parcels	%
Residential	Single Cart	14,270	80.04%
	Double Cart	2,345	13.15%
	Three Cart	459	2.57%
	Four Cart	14	0.08%
Commercial	Single Cart	288	1.62%
	Double Cart	167	0.94%
	Three Cart	49	0.27%
	Four Cart	213	1.19%
	Five Cart	10	0.06%
	Six Carts	6	0.03%
	Seven Carts	3	0.02%
	Eight Carts	2	0.01%
	Nine Carts	1	0.01%
	Ten Carts	1	0.01%

9.3 Price Adjustments: At the end of each month the City shall provide the contractor with an updated number of housing and commercial units in the City. This number shall be the basis for all billing for that month. The contract shall be adjusted monthly in accordance with the changes in occupancy and reduced for covered parcels, demolitions, or removal from the City's collection program. The contract price will also be adjusted upwards or downwards annually, based upon the net percentage of change over the then most recent twelve (12) month period for which the index figures are available for the Consumer Price Index (CPI) for the US WST (Water, Sewer, Trash Collection) as published by the U.S. Department of Labor, Bureau of Labor Statistics, provided such adjustment shall not exceed 3% in any year.

9.4 Base Bid: The City requests Contractors provide the following solid waste collection services to eligible parcels for an initial term of five (5) years.

9.4.1 Weekly Collection of Refuse from participating parcels: The contractor shall collect all refuse in fully enclosed, leak-proof, modern packer-type trucks with semi-automated and fully automated capabilities. The contractor shall collect refuse weekly from City issued 65-gallon refuse carts, three (3) items (bags/cans or bulk) and two (2) additional items/bags/can or bulk bearing a City of Niagara Falls tag. (The City shares half (50%) of the revenue derived from the sale of City issued tags.)

Note: As the 65-gallon refuse carts age out, the City may elect to replace these carts with a larger capacity cart (i.e., 96-gallon size currently issued for recycling).

The Contractor shall provide a dedicated phone line, e-mail and/or website specifically for the use of managing customer relations and related customer service needs. Contractor shall also provide a dedicated point of contact capable of interacting directly with a City representative regarding the City's account with the Contractor.

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 refuse and recycling 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. City issued carts have stamped instructions and arrows on the lids of each cart specifying placement.

The City encourages the Contractor provide an opportunity to enhance customer experience through Geographic Information System (GIS) enabled equipment on refuse fleet. Prospective contractors shall employ GIS enabled equipment that can verify collection, identify locations of trucks on route and produce documentation to confirm/deny residential complaints. To provide better communication between the contractor and residents, the City desires prospective contractors provide a link on the City's website allowing residents to access tracking software that shows locations of trucks on route in real time or a similar alternative.

9.4.2 Disposal: It is the intent and purpose of this service 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. The Contractor shall dispose of all collected waste at a NYSDEC approved municipal solid waste management facility. The Contractor shall be responsible for the removal of all refrigerants (i.e. Freon) from select appliances. A history of the tonnage of solid waste and bulk waste generated by the City will be made available. There is no guarantee of any future quantities.

9.4.3 Every-other-week recycling collection: The City is requesting respondents to collect recyclable curbside/street-line/alley from wheeled recycling carts at a frequency of every-other week from City issued 95-gallon carts from all City participants. 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).

The Contractor shall also collect corrugated cardboard that is flattened and placed next to the recycling cart. Cardboard must be broken down, stacked and securely tied allowing the Contractor to place back into the recycling cart once initial contents are tipped, with minimal effort. Cardboard and other acceptable materials for recycling that are placed out on “off” recycling weeks or set out in a manner that prohibits the driver from reloading into the recycling cart with minimal effort will be tagged and left behind.

- Recyclables must be collected on the day specified for Refuse Collection.
- The Contractor should be prepared to warn residents of the presence of unacceptable items. The City requests offenders receive a notice on their cart indicating the reason the cart was rejected. 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. If the Contractor consistently identifies a property placing unacceptable items for recycling, they must contact the City to assist.
- The City requests first time offenders receive a notice on their cart and removal of acceptable items only. If the Contractor consistently identifies a property placing unacceptable items for recycling, they must contact the City to assist.

9.4.4 Recycling Processing Rate: The Contractor shall receive and process all acceptable recyclables as delivered and assume full responsibility for the efficient and environmentally sound processing and marketing of the recyclables. The recyclable material will include, but not be limited to the list contained in **Appendix F**. As additional materials become feasible for curbside recycling, the City will work with the Contractor to add these items to the program. Materials which no longer have viable markets will be removed from the menu as permitted by law. The bidder is required to list any exceptions or additions to the list of acceptable recyclables as part of the proposal.

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 source-separated recycling be collected in a dedicated refuse truck (split-body with clear markings is acceptable). 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.

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 Bid Alternates—

9.5.1 Alternate 1: Stage and haul away Dumpsters-- The City regularly collects and accumulates debris to stage at the Corporation Yard in 30 cubic yard dumpsters. Bid Alternate 1 is a request to supply five (5) large capacity (i.e., 30 CY) roll-off containers, or equivalent capacity, for staging at the City's Corporation Yard, 1785 New Road, Niagara Falls, NY 14304 year-round. Four (4) of the containers will be utilized to store refuse collected by City Crews and the fifth 30CY roll-off will be dedicated for the exclusive collection of tires at the City's Corporation Yard, 1785 New Road, Niagara Falls, NY 14304. This dumpster shall be serviced when called for by City Staff. The City shall be billed on a per collection basis as specified in Appendix A.

[Note: The City hauled away one-hundred eighty-seven (187) 30 cubic yard and thirty-three (33) 60 cubic yard dumpsters from the corporation yard in 2022.]

9.5.1.a Separate Container Service Rates – Effective May 1, 2024, the Respondent contractor shall provide dumpsters at the following frequency of collection at the following location; however, City reserves the right to modify frequency of service:

Location	Capacity	Frequency of Service	Annual Rate for Specified Service, plus Additional Pick-up Rate (per pickup)
			5/1/24-4/30/25
City's Municipal Services Building	Two (2) 8CY Dumpsters	Twice per week	
Train Station	One (1) 8CY Dumpster	Once per week Pickup	
		Extra Pickup Rate	
Sal Maglie Stadium	One (1) 8CY Dumpster	Twice per 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	

9.5.2 Alternate 2: Per ton disposal rate for leaf and yard debris, street sweeper dirt and bulk MSW: Bid Alternate 1 addressed staging and hauling away dumpsters of segregated debris regularly collected and accumulated at the Corporation Yard in 30 cubic yard dumpsters. The City separates waste into three categories for disposal: Street Sweeper Dirt/Debris, Leaf and Yard Waste and Bulk Municipal Solid Waste. Annually, the City averages the following: Street Sweepings: 2,200 tons, Leaf and Yard Waste: 400 tons and MSW: 750 tons. The City encourages the contractor to compost street sweepings and leaf and yard waste.

9.5.3 Alternate 3: Monthly Recycling Collection: The City is requesting respondents to provide a rate to collect recyclable curbside/street-line/alley from wheeled recycling carts at a frequency of once per month from City issued 95-gallon carts from all City participants. 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). With the exception of frequency of collection, all other terms of section 9.4.3 apply.

9.5.4 Alternate 4: Recycling Processing Alternate: The City recognizes that recycling commodity values fluctuate during the term of a municipal contract and that it may be in the best interest of the City to enter into an agreement that allows for sharing in responsibility or reward of fluctuating recycling markets. The City has prepared a formula for Contractors to determine the net value of the recyclables collected. Contractors shall provide a revised rate outlined in 5.6.g as Bid Alternate 3 that is based on the following:

- Contractor shall enter a fee per ton processing rate to process the sum of recyclables collected from the City each month. This rate will be subject to the same adjustments outlined in Section 9.3.
- The monthly recycling stream composition is determined by multiplying the total monthly tonnage collected by the percent composition represented in the Recycling Alternate Model below.
- The monthly commodity value will be based upon the published secondary markets pricing, average monthly commodity value, "Regional Average Rate" published by

Recycling Markets (www.recyclingmarkets.net) for the Ontario / Western NY region for containers and glass and PPI Pulp & Paper Northeast/Buffalo Market for Mixed Paper (54) and OCC (11).

- The City agrees to a set value of -\$10/ton for all glass collected. This value is not subject to rate increases outlined in Section 9.3.
- The sum of the monthly commodity value will be determined by the following formula: = (Total Monthly Recycling * Commodity Composition) * Average Monthly Commodity Value published for Ontario / Western NY region for the billing month.
- The aggregate sum of all commodities, less the processing fee, will equal the total credit issued to the municipality or paid to the Contractor in addition to the per parcel rate. The input model, with examples, is below.

Recycling Alternate Model

Total Monthly Recycling 100 ^			
2023 Processing Rate (\$95.00) ^^			
Commodities from Recycling Stream	Recycling Stream Commodity Composition (tons)*	Monthly Average Commodity Value (\$)**	Monthly Commodity Value (\$)
Mixed Paper / MP	41.53%	\$32.50	\$1,349.73
OCC (Cardboard)	22.90%	-\$1.50	-\$34.35
HDPE NATURAL #2 (baled)	0.90%	\$1,350.00	\$1,215.00
COLORED HDPE #2 (baled)	2.00%	\$157.50	\$315.00
PET Plastic (baled)	2.85%	\$225.00	\$641.25
Commingled #3- 7 (baled)	1.65%	\$1,297.00	\$2,140.05
Steel Cans (sorted / baled)	2.45%	\$205.00	\$502.25
Aluminum Beverage Containers (sorted/baled)	0.45%	\$15.00	\$6.75
3 Mixed Glass	3.75%	(\$10.00)	(\$37.50)
Residual	21.52%	\$0.00	\$0.00
*** SUM OF MONTHLY COMMODITY VALUE			\$6,098.18
MONTHLY PROCESSING RATE			(\$9,500.00)
CUSTOMER (Charge or Credit) PER MONTH			(\$3,401.83)
CUSTOMER (Charge or Credit) PER TON			-\$34.02

^ 100 ton value input for reference and demonstration

^^ Processing Rate input for reference and demonstration. Bidder shall submit their own processing rate

* Fixed recycling stream commodities composition

** Demonstration of 100 ton reference value to demonstrate the derivation of the commodity value based on composition and Average Monthly commodity values. Values collected from Recycling Markets published in December 2022.

^^ The values entered are for demonstration purposes only.

9.5.5 *Alternate 5: Residential Dump Permit Fee* – The City requests respondents provide input concerning meeting a residential demand for construction and demolition debris disposal outside of the residential service offered. The City intends to issue dump permits on a pre-paid basis that would allow residents to transport their acceptable debris to the Contractors acceptable site. The City requests respondents provide a site location and rate per ton and/or per visit that will be invoiced to the City.

9.5.6 *Alternate 6: Landscape Waste Collection* – The City is interested in entertaining a transition to Contractor collected landscape and yard debris per the following descriptions below. The City will retain all brush chipping and collection.

9.5.6.a Annually, from April 15 to November 15, the City requests the contractor collect yard clippings placed out for collection on the resident's collection day from Kraft paper bags or 30-gallon containers with handles, only. All bags and containers shall not weigh more than 40-lbs and will be limited to only specified landscape waste. The landscape waste collected per this section shall be composted.

9.5.6.b The City will notify the Contractor as to when it desires the commencement of Autumn leaf collection operations. Autumn leaf collection will then extend for a period of six (6) weeks. The Contractor is expected to collect all leaf waste placed out for collection in clear plastic or Kraft paper bags. Collection may occur daily at the discretion of the hauler. It is expected that each street would have collection occur twice during this time frame. The landscape waste collected per this section shall be composted.

9.6 *Refuse Collection Carts*

The City will maintain ownership of all issued refuse carts and will provide required, routine maintenance and upkeep of City issued carts. This includes, but is not limited to, the repair and replacement of lids, wheels, axles, lift bars and replacement of lost or damaged carts as well as delivery of new carts. Contractor is responsible for providing City with restitution for hauler-imposed damage (reference Section 8.10). The City shall be responsible for the withdrawal of carts from inventory to parcels new to service, or due to lost, stolen or damaged carts.

The following summarizes the cart sizes issued to City properties:

- Single Family Parcels –one (1) 64-Gallon refuse container.
- Double Family Parcels –two (2) 64-Gallon refuse containers.
- Triple Family Parcels –three (3) 64-Gallon refuse containers.
- Quad/Multi-Residential Family Parcels (not to exceed four (4) units)

Note: Multi-Residential 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 petition the City for spatial or other concerns and the City will decide about allowing an exception. The City will provide a list of all current exceptions. All properties without an exception must make their own arrangements for refuse services.

Commercial Parcels – Approximately 739 parcels are currently participating.

9.6.1 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).

9.6.2 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 refuse and recycling 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. City issued carts have stamped instructions and arrows on the lids of each cart specifying placement.

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

9.7 Refuse Disposal

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 sludges, septic tank pumping, regulated medical wastes, and pathological wastes. Respondent Contractors are directed to list all exceptions to these specifications.

9.7.1 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:

- a. Title to and liability for collected waste shall pass to Contractor when loaded into Contractor's truck, with the exclusion of Hazardous Wastes.
- b. The Contractor shall not be responsible for collecting and disposing of hazardous, pathogenic, explosive wastes, or sludges. 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.
- 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.

9.7.2 The Successful Respondent(s), upon execution of the contract will be the exclusive provider(s) of the specific services during the term of the contract and/or extensions.

9.7.3 This disposal contract shall cover all Single, Double, Triple and Quad Parcels and a select quantity of Commercial and Multi-Residential Parcels.

9.7.4 The City encourages respondents to implement alternative fleet fuel technology.

9.8 *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).

9.8.1 The following describes the expected responsibilities of the Contractor collecting and processing recyclables:

a. The term of the contract shall remain consistent with the length of the Service Contract Period.

b. The contractor shall be responsible for the collection and processing of recyclables left in appropriate (designated) receptacles. The Contractor shall also be responsible for the collection of corrugated cardboard that is flattened, bundled and will fit back into the receptacle once initially tipped, if volume of cart is exceeded.

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.

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 (**see Appendix "F"**). 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.

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.

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.

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.

h. In the event materials have been 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.

9.8.2 A copy of the Contractor's current NYSDEC permit, including any conditions for the operation of the MRF, must be included with your final response.

9.8.3 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.

9.8.4 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.

9.9 Recycling Collection Carts

The City will maintain ownership of all issued recycling carts and will provide required, routine maintenance and upkeep of City issued carts. This includes, but is not limited to, the repair and replacement of lids, wheels, axles, lift bars and replacement of lost or damaged carts as well as delivery of new carts. Contractor is responsible for providing City with restitution for hauler-imposed damage (reference Section

8.10). The City shall be responsible for the withdrawal of carts from inventory to parcels new to service, or due to lost, stolen or damaged carts.

The following summarizes the cart sizes issued to City properties:

Single Family Parcels –one (1) 96-Gallon refuse container.
Double Family Parcels –two (2) 96-Gallon refuse containers.
Triple Family Parcels –three (3) 96-Gallon refuse containers.
Quad/Multi-Residential Family Parcels (not to exceed four (4) units)

Note: Quad/Multi-Residential Family Parcel 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.

9.9.1 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:

- a. 96-Gallon carts for use at various City buildings (currently using 37 at 7 locations):

City Hall – 4
John Duke Center – 2
LaSalle Facility – 2
Municipal/Public Safety Building – 5
Train Station - 2
Earl W. Brydges Library - 18
LaSalle Library – 4

- b. 30'– 40' roll-off trailer for tires at the Corporation Yard (currently using 1)

9.9.2 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 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).

9.9.3 It is expected that all emptied containers will be 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 should 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 refuse and recycling in the provided containers and that the containers are to be used for only those materials designated.

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

APPENDIX

A

PROPOSED SERVICES PRICING SHEETS

Contractor Name: _____

PRICING SHEETS (PAGE 1 OF 3)**FORM SHALL BE RETURNED WITH PROPOSAL**

Note: Sum of Parcel Rates and Bid Sum will be used to award bids. The actual amount paid to the Contractor from the City will be calculated according to the following formula for each month:

$$= [\text{Number of Parcels} * (\text{Monthly rate for Refuse Collection} + \text{Monthly Rate for Recycling Collection})] + (\text{Tons Collected} * \text{Disposal Rate}) + (\text{Options selected} * \text{Parcels})$$

BASE BID		YEAR 1 5/1/24 -4/30/25	
Residential Refuse Collection Rate per Parcel	<i>Weekly Refuse Collection from 17,828 residential and mixed-use parcels in City.</i>		A
Disposal rate of all Collected Solid Waste	<i>Disposal of approximately 20,000 tons of solid waste.</i>		
	<i>Multiply Line C by 1.1</i>		B
Residential Recycling Collection	<i>Unit Rate for every-other-week recycling collection from 17,828 residential and mixed-use parcels in City.</i>		C
Recycling Processing rate of all Recyclables	<i>Processing of approximately 3,700 tons of single stream recycling.</i>		
	<i>Multiply Line C by 0.21</i>		D
			Sum of Parcel Rates = (A + B + C + D)

Contractor Name: _____

PRICING SHEETS (PAGE 2 OF 3)**FORM SHALL BE RETURNED WITH PROPOSAL**

BID ALTERNATES		YEAR 1 5/1/24 -4/30/25
1. Rate to stage and collect dumpsters from DPW yard	<i>Rate to Stage five (5) ~30CY dumpsters, or equivalent capacity (per month)</i>	
	<i>Rate to haul away a single dumpster (unit rate)</i>	
	<i>Rate (per ton) to process tires</i>	
	<i>Rate for City (DPW) to self-haul to Contractor acceptable disposal location</i>	
2. Disposal Rates (per ton)	<i>Bulk Municipal Solid Waste</i>	
	<i>Leaf and Yard Waste</i>	
	<i>Street Sweeper Dirt</i>	
3. Annual rate to provide Monthly collection of Recyclables		
4. Recycling Collection Alternate	<i>Recycling Processing Fee per Ton</i>	
	<i>Unit Rate for every-other-week recycling collection from 17,828 residential and mixed-use parcels in City with acceptance of market-based credits or charges formula per the "Recycling Alternate Model" on Page 30.</i>	
5. Residential Dump Permit	<i>Reference Section 9.5.5 on Page 31</i>	
6. Landscape Waste (Leaf and Yard Waste)	<i>Annual April 15 – November 15 Reference Section 9.5.6.a on Page 31</i>	
	<i>Autumn six (6) week Leaf Collection Reference Section 9.5.6.b on Page 31</i>	

Contractor Name: _____

PRICING SHEETS (PAGE 3 OF 3)**FORM SHALL BE RETURNED WITH PROPOSAL**

Location	Capacity	Frequency of Service	Annual Rate for Specified Service, plus Additional Pick-up Rate (per pickup)
			5/1/24-4/30/25
City's Municipal Services Building	Two (2) 8CY Dumpsters	Twice per week	
Train Station	One (1) 8CY Dumpster	Once per week Pickup	
		Extra Pickup Rate	
Sal Maglie Stadium	One (1) 8CY Dumpster	Twice per 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	

APPENDIX

B

INSURANCE REQUIREMENT FOR THE CITY OF NIAGARA FALLS, NEW YORK

APPENDIX B

INSURANCE REQUIREMENT OF THE CITY OF NIAGARA FALLS, NEW YORK

Notwithstanding any terms, conditions or provisions in any other writing between the City and its Contractor, the Contractor shall obtain, at its own expense, all insurance policies specified below that will provide, at minimum, the coverage limits noted for each:

1. **Commercial General Liability Insurance:**
\$1,000,000 per occurrence/ \$2,000,000 general and products/completed operations aggregates. The general aggregate shall apply on a per-project basis.
2. **Automobile/Motor Vehicle Liability:**
\$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
3. **Excess Insurance:**
\$2,000,000 each Occurrence and Aggregate. Excess coverage shall be on a follow-form basis.
4. **Workers' Compensation, Employers' Liability and NYS Disability Insurance:**
Statutory Workers' Compensation, Employers' Liability Insurance and NYS Disability Insurance for all employees. Proof of coverage or exemption must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable. (*See additional guidance below, under heading: 'Securing Proof....'*)

The Contractor shall also effectuate the naming of the City - which includes its Council, boards, officers, agents, employees, and volunteers - as an **additional insured** on all the Contractor's insurance required herein or by the City's Risk Manager, *except for workers' compensation and NYS disability insurance*. Furthermore, each policy required to name the City as an additional insured shall:

- a. Be an insurance policy from an A.M. Best-rated insurer, authorized to conduct business in New York State. A New York State admitted insurer is preferred.
- b. State that the Contractor's coverage shall be primary and non-contributory coverage for the City, which includes its Council, boards, officers, agents, employees, and volunteers.
- c. Additional insured status shall be provided by standard or other endorsements that extend coverage to the City for both ongoing and completed operations. A completed copy of the endorsements must be attached to the certificate of insurance.
- d. The certificate of insurance must describe the specific services provided by the Contractor that are covered by the liability policies; *e.g., waste and/or recycling haulage*.

If the Contractor exercises its right to procure insurance with a coverage limit higher than the minimum limit noted above, then each higher limit will be deemed substituted in the appropriate

paragraph(s) 1-4 above. The Parties shall thereby be entitled to the protection of each higher coverage limit procured by the Contractor.

Prior to the commencement of work or Services by the Contractor, the Contractor shall provide the City Risk Manager with current certificates of insurance, and, in the case of Workers' Compensation, Employers' Liability, and NYS Disability Insurance, forms approved by The New York State Workers' Compensation Board. All such certificates and forms must be complete and acceptable to the City Risk Manager.

At the City's request, the Contractor shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, the Contractor shall provide a copy of the policy endorsements and forms.

The Contractor acknowledges that failure to obtain any insurance required herein or by the Risk Manager shall constitute a material breach of the Agreement between the City and the Contractor.

The failure of the City to demand, request, obtain, or object to the contents of any certificate of insurance, form, endorsement, declaration page, policy, or the absence of same, shall not be deemed a waiver of any and all rights held by the City.

No insurance company issuing a policy that is required herein or by the Risk Manager shall have any recourse against the City for payment of any premium or for assessments such as a deductible or self-insured retention. If any insurance company ignores this prohibition, then the Contractor that was required to procure the policy shall indemnify the City for all premiums and assessments sought to be charged to the City.

The City is a member/owner of the New York Municipal Insurance Reciprocal (NYMIR). The Contractor further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the City but also NYMIR, as the City's insurer.

Securing Proof of Workers' Compensation Insurance and New York State Statutory Disability Benefits

Before commencing any work or services under the Agreement with the City, Contractor must present the City's Risk Manager with current and acceptable proof of the Contractor's Workers' Compensation Insurance and New York State Statutory Disability Benefits insurance.

The New York State Workers' Compensation Board no longer permits public sector entities such as the City to accept ACORD forms as proof of Workers' Compensation from businesses that are applying for a permit, license, or contract. That Board now requires the utilization of specific forms, depending on how the Contractor provides Workers' Compensation coverage to its employees. Therefore, it is the responsibility of the Contractor to select the applicable form from the below list, ensure that it is completed as required by law, and then file the same with each City Department issuing a permit, license, or contract.

1. *Employers Covered by a New York State Workers' Compensation (WC) insurance policy* must provide proof of WC coverage on form C-105.2. This form is issued by a private insurer providing WC, or its designated agent.
2. *Employers Insured through the New York State Insurance Fund (NYSIF)* must provide proof of WC insurance through form U 26.3, which is issued directly by the NYSIF.
3. *Employers Insured through a group trust* must provide proof of Workers' Compensation coverage on form SIG-105.2. This form must be completed by the group self-insurance administrator. Therefore employers must obtain this form from their group self-insurance administrator.
4. *Employers with Board-approved self-insurance* must provide proof of Workers' Compensation coverage on form SI-12, which is an Affidavit. Note that the SI-12 must be completed by the Board's Self-Insurance Office and approved by the Board's Secretary. Board-approved self-insurers must email the Board's Self-Insurance Office at selfinsurance@wcb.ny.gov to obtain this form.

As proof of the Contractor's New York State Statutory Disability Benefits coverage, one of the following three forms must be selected by the Contractor, completed, and then provided to the relevant Department. They are:

1. Certification of Attestation of Exemption from New York State Workers' Compensation and/or Disability Benefits Coverage – CE -200; or
2. Certificate of New York State Disability Benefits Insurance – DB-120.1. The business' disability benefits carrier will send this form to the government entity upon request; or
3. Certificate of New York State Disability Benefits Self-Insurance – DB-155. Self-insured businesses in New York State, for disability benefits insurance must call the Workers' Compensation Board's Self-Insurance Office 518- 402-0247 to obtain this form.

Ver. 9/15/2023

APPENDIX

C

Assignment of Claim, Non-Collusion, and Iran Divestment Act Forms

ASSIGNMENT OF CLAIM

THIS FORM MUST BE COMPLETED IN INK, BE TYPED OR BE COMPUTER GENERATED,
BE CLEARLY LEGIBLE AND BE SIGNED AND DATED WITH EITHER BLUE OR BLACK INK.

FAILURE TO DO THIS MAY RESULT IN REJECTION.

I/We, the undersigned, herewith propose and agree to furnish to the City any one or all of the items upon which we have submitted, for the prices indicated herein, in accordance with the instructions, General Conditions and Specific Terms, Conditions and Specifications and any other related formal documents.

The undersigned individual certifies to having read these Instructions, General Conditions, Specific Terms, Conditions and Specifications and any other related formal documents and offers to furnish the articles specified to the City in exact accordance with same at the prices herein stated.

Vendor hereby assigns to the City and the State of New York any and all of its claim(s) for overcharges associated with this contract/agreement which arise under the antitrust laws of the United States, 15 U.S.C. Section 1, et seq. and the antitrust laws of the State of New York, G.B.L. Section 340, et seq.

VENDOR NAME

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

EMAIL ADDRESS

NAME & TITLE OF AUTHORIZED CONTACT

AUTHORIZED SIGNATURE

DATE

AFFIDAVIT OF NON-COLLUSIVE SUBMISSION CERTIFICATION

I hereby attest and certify that I am the person responsible within my firm for the final decision as to price(s) and amount of this submission, or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on behalf of my firm. I further attest and certify that:

1. The price(s) and amount(s) of this submission have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition with any other contractor, Proposer, bidder, or potential bidder.
2. Neither the price(s) nor the amount(s) of this submission have been disclosed to any other Proposer, firm or person who is submitting or potentially submitting on this project and will not so be disclosed prior to submission opening.
3. No attempt has been made or will be made to solicit, cause, or induce any Proposer, firm or person to refrain from submitting on this project, or to submit a higher price than the submission of this firm, or any intentionally high or non-competitive submission or other form of complementary submission.
4. The submission of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any Proposer, firm or person to submit a complementary submission.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any Proposer, firm or person, or offered, promised or paid cash or anything of value to any Proposer, firm or person, whether in connection with this or any other project in consideration for an agreement or promise by any Proposer, firm or person to refrain from submitting or to submit a complementary submission on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any Proposer, firm or person, and has not been promised or paid cash or anything of value by any Proposer, firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary submission, or agreeing to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's submission on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made.

**SUBMISSION IS NOT ACCEPTABLE WITHOUT THE ABOVE AFFIDAVIT
SIGNED AND CERTIFIED BY A NOTARY PUBLIC**

[SIGNATURE ON FOLLOWING PAGE]

PROPOSER NAME

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

NAME & TITLE

AUTHORIZED SIGNATURE

Sworn to before me this ____ day
of _____, 20____

Notary Public

AFFIDAVIT OF NON-COLLUSIVE SUBMISSION CERTIFICATION – SIGNATURE PAGE

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g. both effective April 12, 2012. Under the Act, the Commissioner of the office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

By making a submission in response to this offering or by assuming the responsibility of an contract/agreement hereunder, each Proposer/Bidder/Contractor, any person signing on behalf of any Proposer/Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website that to the best of its knowledge and belief that each Proposer/Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Proposer/Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Proposer/Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this offering must certify at the time the Contract is renewed, extended, or assigned that it is not included on the Prohibited Entities List.

During the term of the agreement or contract, should the City receive information that a Proposer/Bidder/Contractor is in violation of the above-referenced certification, the City will offer the person, Proposer, or entity an opportunity to respond. If the person, Proposer, or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the City shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Proposer/Bidder/Contractor in default.

The City reserves the right to reject any bid or request for assignment for a Proposer/Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Proposer/Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, _____, being duly sworn, depose and say that I am the _____ of _____, the Proposer making this submission and that neither Proposer/Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

[SIGNATURE ON FOLLOWING PAGE]

Authorized Signature

Sworn to before me this ____ day
of _____, 20____

Notary Public

**CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT
– SIGNATURE PAGE**

APPENDIX D

AFFIRMATIVE ACTION/EEO STATEMENT

APPENDIX "D"**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, orientation, gender identity or expression, religion, disability, predisposing genetic characteristics, marital 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 (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, 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, 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, layoff, returns from layoff, 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, 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 of work under this Contract or Subcontract hereunder, no Contractor no any person 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 employment related; and (b) no Contractor or any person on behalf of such Contractor shall in any manner discriminate against or intimate 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:

Karen Abramaitys
Equal Opportunity Compliance Officer
745 Main Street, Niagara Falls, NY 14301
(716) 286-4327

(Name)
(Title)
(Location)
(Phone)

APPENDIX E

PREVAILING WAGE SCHEDULE



Kathy Hochul, Governor

Roberta Reardon, Commissioner

City of Niagara Falls

Leeann Huey, Purchasing Agent
Purchasing Division
745 Main Street
Niagara Falls NY 14301-1703

Schedule Year 2023 through 2024
Date Requested 09/25/2023
PRC# 2023900971

Location Throughout City of NFNY
Project ID# RFP #2023-25
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.

The Schedule is effective from July 2023 through June 2024. All updates or corrections, are posted on the 1st business day of each month. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website, www.labor.ny.gov. Future copies of the annual determination are also available on the Department's website.

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 12226

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 classification(s) in which the worker was employed. 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 officer (NOTE: 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).

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 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.

The Commissioner of Labor makes an annual determination of the prevailing rates, which is in effect from July 1st through June 30th of the following year. Any errors in the annual determination will be corrected and posted to the NYSDOL website on the first business day of each month. Contractors are responsible for paying these updated rates as well, retroactive to July 1st.

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.

Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12226; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website www.labor.state.ny.us. www.labor.ny.gov.

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. Additionally, as per Article 6 of the Labor Law, contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemporaneous, true, and accurate payroll records. At a minimum, payrolls must show the following information for each person employed on a public work project: Name; Address, Last 4 Digits of Social Security number, Classification(s) 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 classification. Payroll records and transcripts are required to be kept on site during all the time that work under that contract is being performed.

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, canceled 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.

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 journeymen 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, 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 of 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 12226 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.



Kathy Hochul, Governor

Roberta Reardon, Commissioner

City of Niagara Falls

Leeann Huey, Purchasing Agent
Purchasing Division
745 Main Street
Niagara Falls NY 14301-1703

Schedule Year 2023 through 2024
Date Requested 09/25/2023
PRC# 2023900971

Location Throughout City of NFNY
Project ID# RFP #2023-25
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 12226

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 classification(s) in which the worker was employed. 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.

A supplemental benefit of 'paid time off' shall be provided as paid leave, or converted to an hourly value paid to the employee. If 'paid time off' is converted to an hourly monetary value, such an amount is to be paid in addition to any other hourly supplements required by this schedule.

The hourly value for 'paid time off' would be calculated as follows: hourly wage rate X 8 hours per day X total number of paid days off divided by 2080 hours. For example: \$16.00 per hour wage rate X 8 hours per day = \$128.00; \$128.00 X 5 paid days off = \$640.00; \$640.00 divided by 2080 hours = \$0.31 per hour. The \$0.31 per hour amount would be in addition to any other required supplemental monetary amount paid.

All 'paid time off' provided to part-time employees, shall be prorated (divided, distributed, or assessed proportionately) based on fulltime equivalent hours.

The amount of 'paid time off' for part-time employees, would be calculated as follows: number of part-time weekly hours divided by 40 fulltime weekly hours = percentage of 'paid time off' for part-time employee. For example: a fulltime employee works 40 hours per week and a part-time employee works 30 hours per week (30 hours divided by 40 hours = .75); If a fulltime employee is provided 5 paid vacation days (5 X .75 = 3.75), a part-time employee would be provided 3.75 paid vacation days.

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. Additionally, as per Article 6 of the Labor Law, contractors and subcontractors are required to establish, maintain, and preserve for not less that six (6) years, contemporaneous, true, and accurate payroll records.

At a minimum, payrolls must show the following information for each person employed on a public work project: Name; Address, Last 4 Digits of Social Security number, Classification(s) 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 classification.

Payroll records and transcripts are required to be kept on site during all the time that work under that contract is being performed.

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 12226

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	212-932-2419	212-775-3579
Bureau of Public Work - Patchogue	631-687-4882	631-687-4902
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

09/01/2023

JOB DESCRIPTION Trash and Refuse Removal

DISTRICT 10

ENTIRE COUNTIES

Allegany, Cattaraugus, Chautauqua, Erie, Niagara

WAGES

For use with Transfer Station Site Operations Only

Per hour: 07/01/2023

Indus. Truck Driver/Tractor Operator
\$ 24.10

Laborer/ non-construction
\$ 19.21

Conveyor operators and tenders
\$ 16.72

Weighers/Measurers
\$ 20.13

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: \$ 2.19

OVERTIME PAY

See (B, B2) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

Trash and Refuse Removal

09/01/2023

JOB DESCRIPTION Trash and Refuse Removal

DISTRICT 10

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: 07/01/2023 05/01/2024 05/01/2025 05/01/2026

Trash, Recycling
Roll-Off and
Brush Drivers \$ 18.50 \$ 19.00 \$ 19.50 \$ 20.00

Thrower Helper 15.00 15.50 16.00 16.50

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

Per Hour: 07/01/2023 05/01/2024

\$ 8.08 TBD

Applies the 1st of the month after 30 days of service.
Required up to 40 hours paid per week

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.

Paid time off for part-time employees shall be prorated. (See "Introduction to the Prevailing Rate Schedule" page 10, 'Wage and Supplements' heading, for a detailed explanation.)

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.

10-317

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.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

- (AA) Time and one half of the hourly rate after 7 and one half hours per day
- (A) Time and one half of the hourly rate after 7 hours per day
- (B) Time and one half of the hourly rate after 8 hours per day
- (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
- (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
- (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
- (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
- (E5) Double time after 8 hours on Saturdays
- (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

- (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.
- (T) Triple the hourly rate for Holidays
- (U) Four times the hourly rate for Holidays
- (V) Including benefits at SAME PREMIUM as shown for overtime
- (W) Time and one half for benefits on all overtime hours.
- (X) Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)

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 |
| (28) | Easter Sunday |

(29) Juneteenth

New York State Department of Labor - Bureau of Public Work
State Office Building Campus
Building 12 - Room 130
Albany, New York 12226

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

☐

Fuel Delivery

☐

Guards, Watchmen

☐

Janitors, Porters, Cleaners,
Elevator Operators

☐

Moving furniture and
equipment

☐

Trash and refuse removal

☐

Window cleaners

☐

Other (Describe)

9. Does this project comply 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.

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

Debarment Database: To search for contractors, sub-contractors and/or their successors debarred from bidding or being awarded any public work contract or subcontract under NYS Labor Law Articles 8 and 9, or under NYS Workers' Compensation Law Section 141-b, access the database at this link: <https://apps.labor.ny.gov/EDList/searchPage.do>

For inquiries where WCB is listed as the "Agency", please call 1-866-546-9322

Article 9

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	NYC	*****5732	COMMERCIAL BUILDING MAINTENANCE CORPORATION		65 BILTMORE DR MASTIC BEACH NY 11951	03/14/2022	03/14/2027
DOL	NYC		DAVID PARSONS		200 OAK DR SYOSSET NY 11791	03/14/2022	03/14/2027
DOL	DOL	*****9060	PEC GROUP OF N.Y., INC.		9.35 S LAKE BLVD SUITE 7MAHOPAC NY 10541	03/02/2021	03/02/2026
DOL	DOL		RUSSELL NEEDHAM		532 NEPTUNE AVENUE BROOKLYN NY 11224	01/12/2022	01/12/2027
DOL	DOL	*****7007	SHOREFRONT MENTAL HEALTH BOARD	BROOKLYN BRIGHT	532 NEPTUNE AVENUE BROOKLYN NY 11224	01/12/2022	01/12/2027

APPENDIX

F

RECYCLABLE ITEMS LIST

APPENDIX "F"

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.

APPENDIX

G

REFUSE COLLECTION STREETS/ROUTES LIST

APPENDIX "G"**REFUSE COLLECITON ROUTES PAGE 1 OF 2**

1 st St	57 th St	102 nd St	College Ave	Gillett Ct
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	Crescent Dr	Greenview Ter
8 th St	65 th St	Anthony St	Cudaback Ave	Greenwald Ave
9 th St	66 th St	Armory Pl	D St	Griffon Ave
10 th St	67 th St	Ashland Ave	Delancey Rd	Grove Ave
11 th St	68 th St	Augustus Pl	Delaware Ave	Haeberle Ave
12 th St	69 th St	B St	DeMunda Ave	Harrison Ave
13 th St	70 th St	Baker Ave	Depot Ave	Hawthorne Pl
14 th St	71 st St	Barton St	Depot Ave W	Hennepin Ave
15 th St	72 nd St	Beech Ave	Deuro Dr	Henry Ave
16 th St	73 rd St	Belden Pl	Deveaux St	Highland Ave
17 th St	74 th St	Bell St	Devlin Ave	Hillcrest Dr
18 th St	75 th St	Benjamin Dr	Diamond Park Ln	Holly Pl
19 th St	76 th St	Birch Ct	Division Ave	Hope Blvd
20 th St	77 th St	Black Creek Dr	Dorchester Rd	Hudson Dr
21 st St	78 th St	Bollier Ave	Duane Ave	Hyde Park Blvd
22 nd St	79 th St	Brandi Dr	Dudley Ave	Independence Ave
23 rd St	80 th St	Brookside Ave	E Market St	Iroquois St
24 th St	81 st St	Buffalo Ave	Eagle Heights	Jacob Pl
25 th St	82 nd St	Builders Way	Edison Ave	James Ave
26 th St	83 rd St	Byrd ave	Elk Pl	Jayne Pl
27 th St	84 th St	C St	Elm Ct	Jerauld Ave
28 th St	85 th St	Calumet Ave	Elmwood Ave	John Ave
29 th St	86 th St	Caravelle Dr	Ely Ave	John Daly Mem Pkwy
30 th St	87 th St	Carrie Dr	Energy Blvd	Joliet Ave
31 st St	88 th St	Carroll St	Ethel St	Kies Ct
32 nd St	89 th St	Cayuga Dr	F St	Kies St
33 rd St	90 th St	Cedar Ave	Fairfield Ave	Kies Ave
34 th St	91 st St	Center Ave	Fairway Dr	Krull Pkwy
35 th St	92 nd St	Champlain Ave	Falls St	Lafayette Ave
36 th St	93 rd St	Chapin Ave	Fashion Outlets Blvd	Lafayette Cir
37 th St	94 th St	Charles Ave	Ferry Ave	Lasalle Ave
38 th St	95 th St	Chasm Ave	Forest Ave	Mooradian Dr
39 th St	96 th St	Chestnut Ave	Fort Ave	Laughlin Dr
40 th St	97 th St	Chilton Ave	Frontier Ave	Lehigh Ct
53 rd St	98 th St	Church Ave	Garden Ave	Lewiston Rd
54 th St	99 th St	Cleveland Ave	Garfield Ave	Lincoln Pl
55 th St	100 th St	Cliff St	Garrett Ave	Lindbergh Ave
56 th St	101 st St	Clifton 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 – OUTLINES FOR COLLECTION SCHEDULES



Monday
Every Other Week
Recycling Collection



A Week

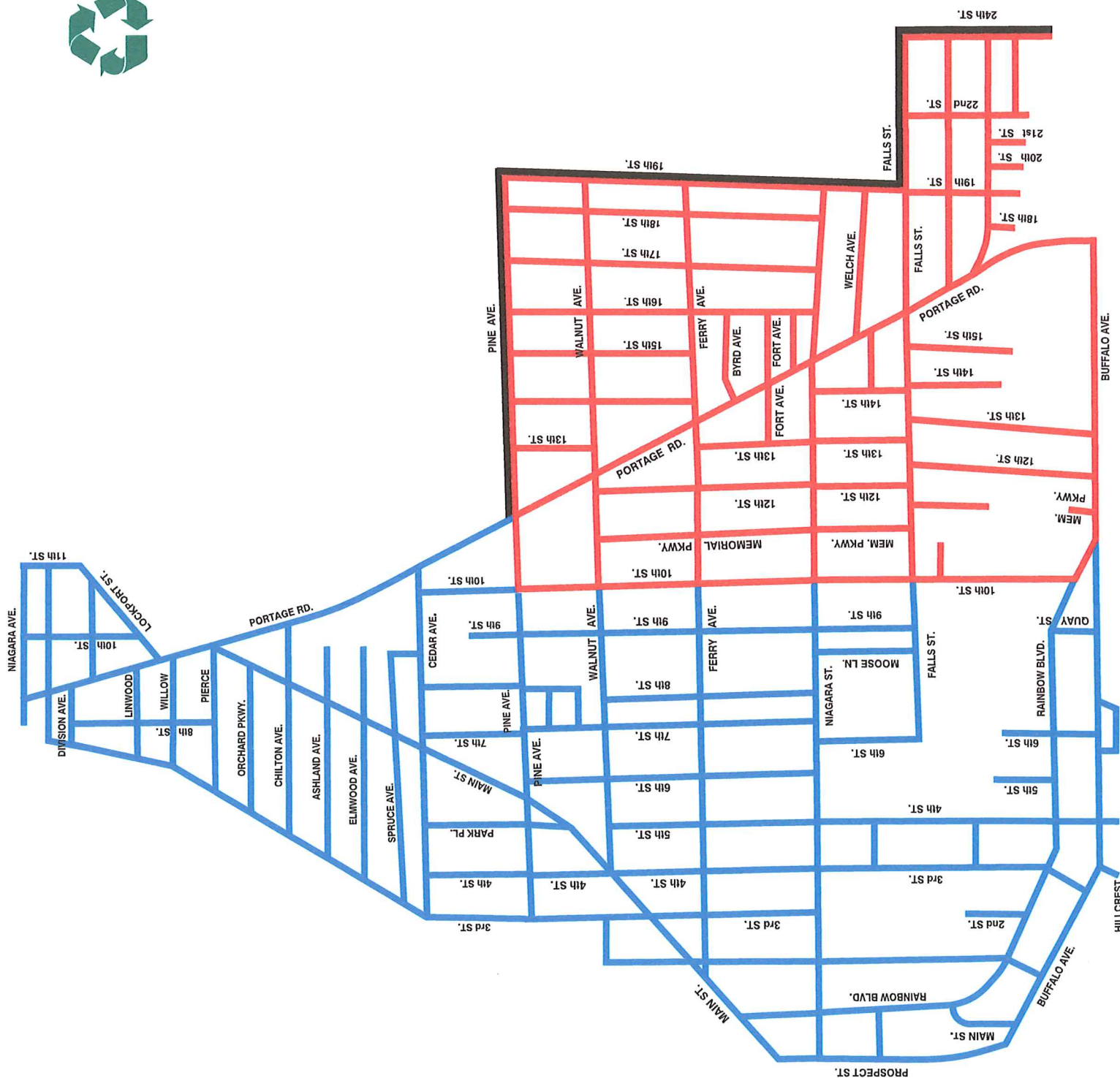


B Week

If you live on a red coded street
you are an **A Week** recycler. If
you live on a blue coded street
you are a **B Week** recycler.

Please use the color coded calendar found in this newsletter to determine your recycling collection week.

Please Note That Trash will Continue to be Picked Up Every Week



Tuesday

Every Other Week Recycling Collection



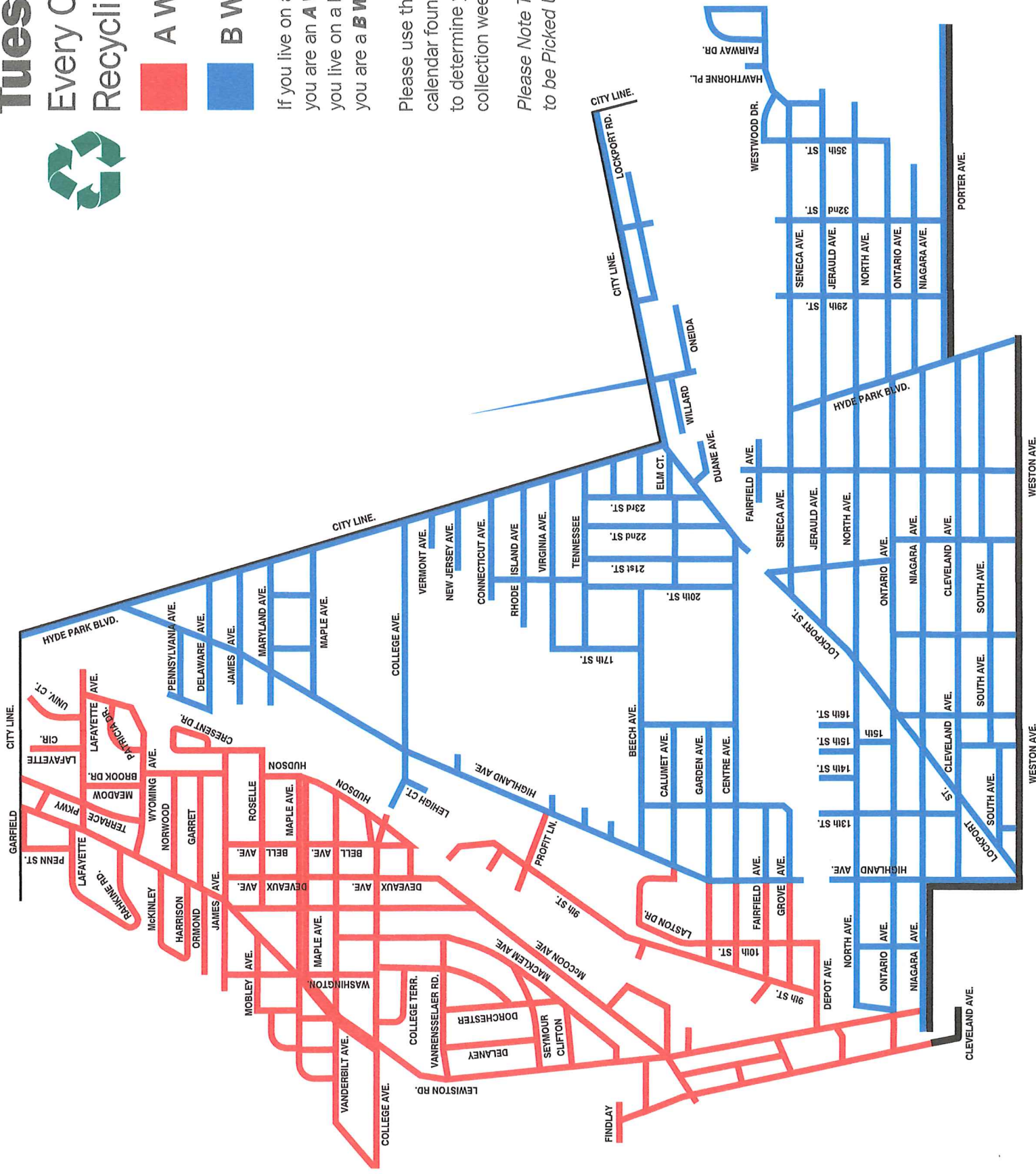
 **A Week**

 **B Week**

If you live on a red coded street
you are an **A Week** recycler. If
you live on a blue coded street
you are a **B Week** recycler.

Please use the color coded
calendar found in this newsletter
to determine your recycling
collection week.

*Please Note That Trash will Continue
to be Picked Up Every Week*



Wednesday

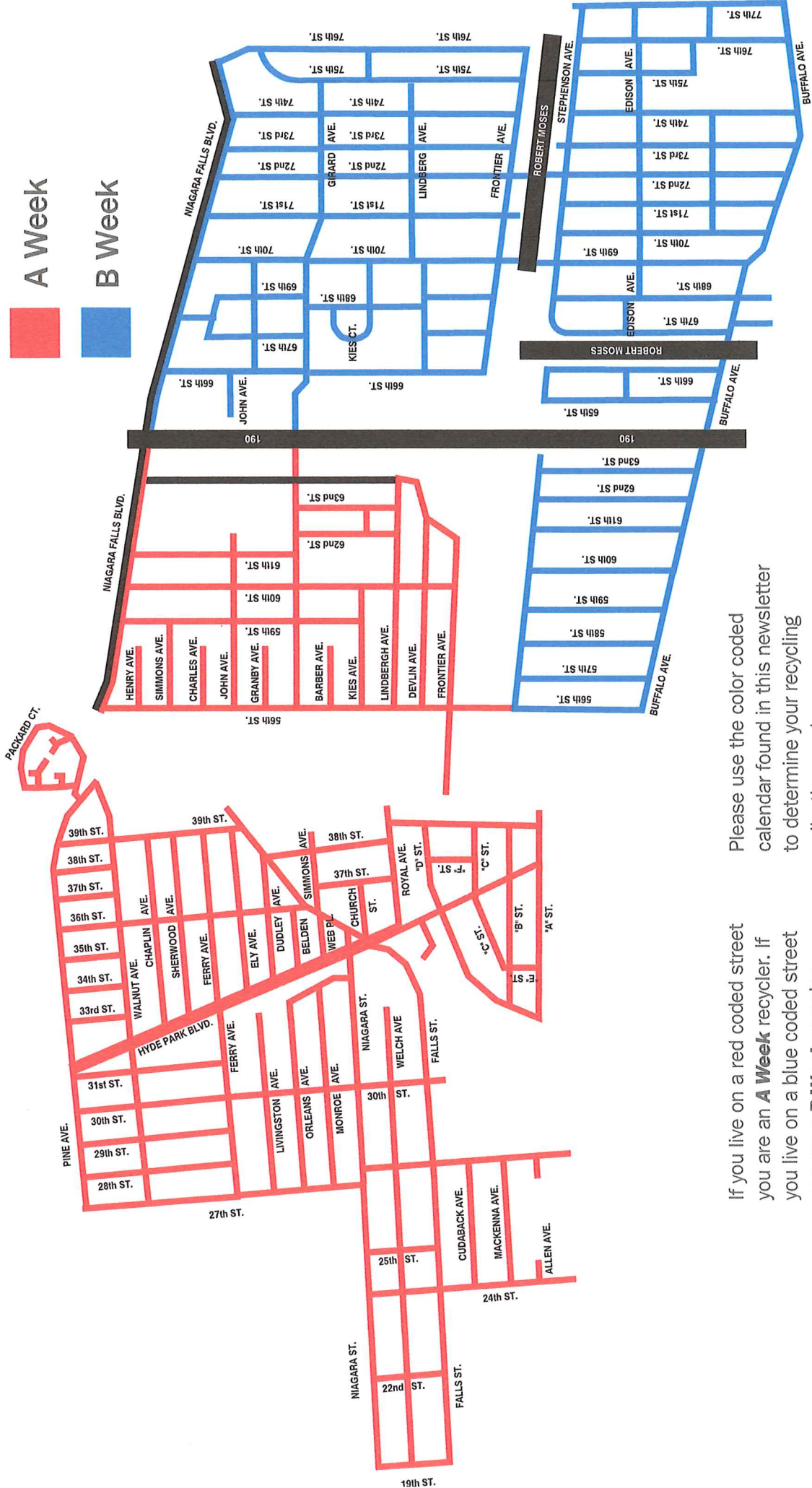
Every Other Week

Recycling Collection



A Week

B Week



Please use the color coded calendar found in this newsletter to determine your recycling collection week.

If you live on a red coded street you are an **A Week** recycler. If you live on a blue coded street you are a **B Week** recycler.

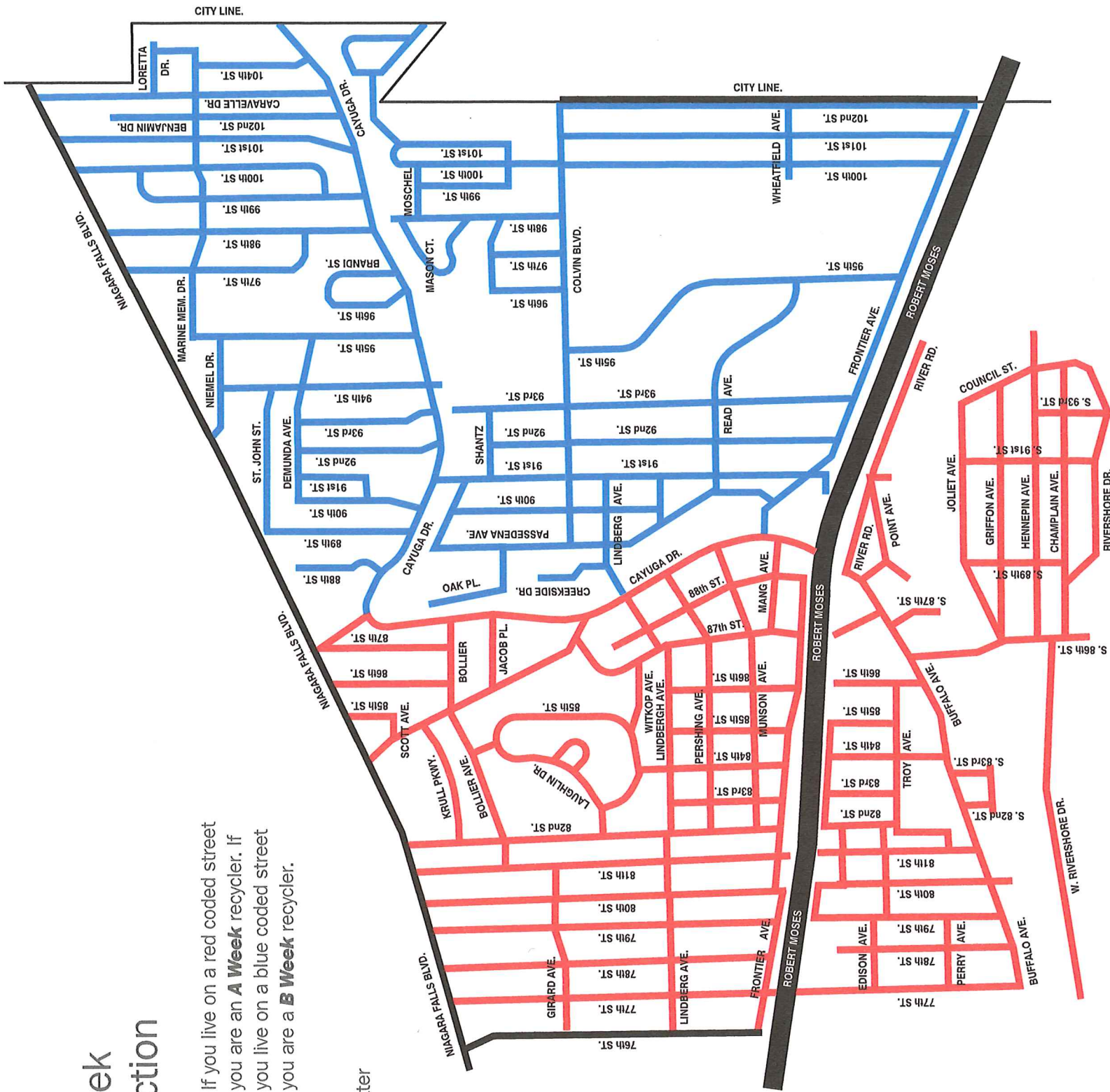
Please Note That Trash will Continue to be Picked Up Every Week



If you live on a red coded street
you are an **A Week** recycler. If
you live on a blue coded street
you are a **B Week** recycler.



you live on a blue coded street
you are a **B Week** recycler.

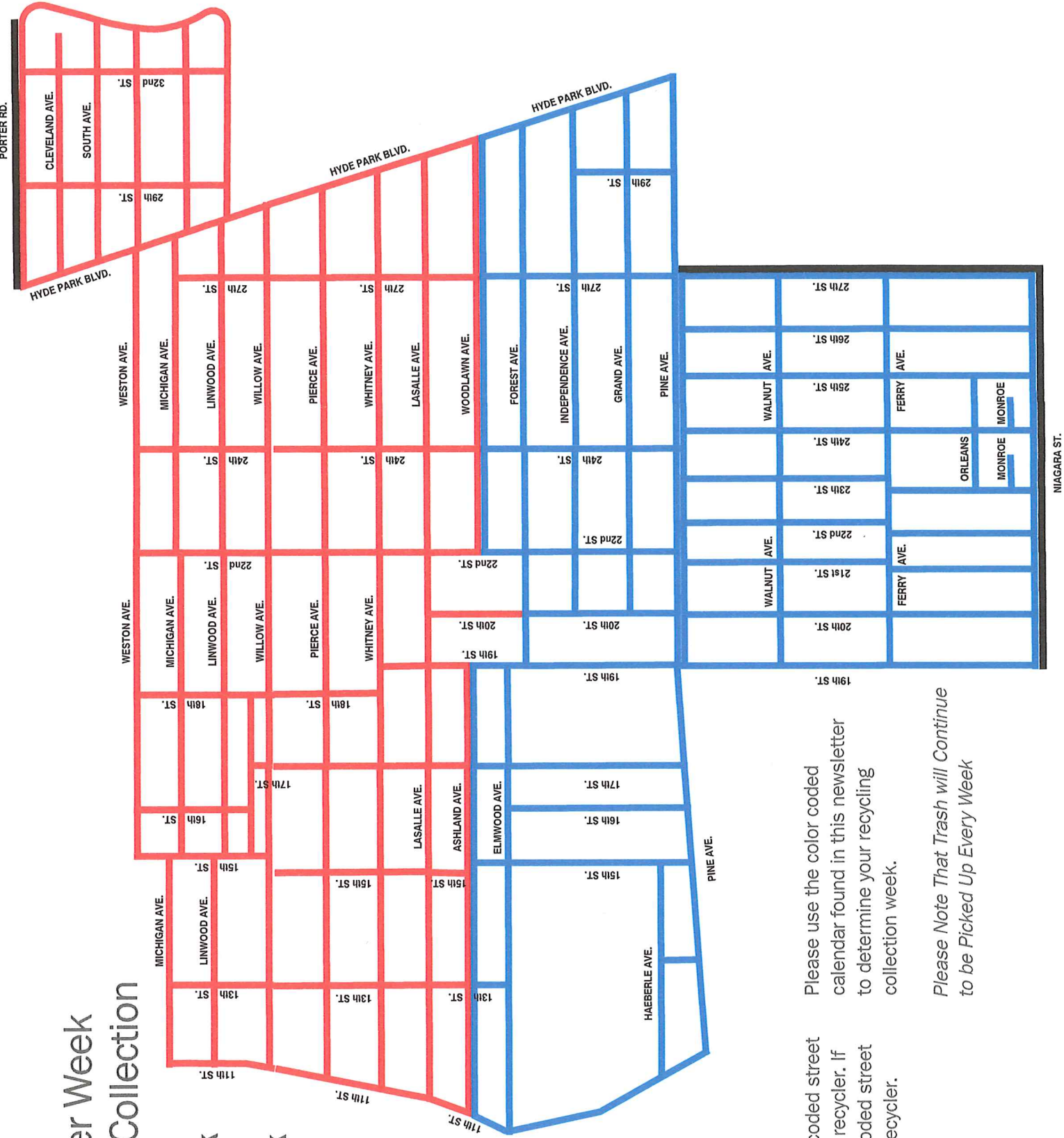
Please Note That Trash will
Continue to be Picked Up
Every Week





Friday Every Other Week Recycling Collection

 **A Week**
 **B Week**



If you live on a red coded street
you are an **A Week** recycler. If
you live on a blue coded street
you are a **B Week** recycler.

Please use the color coded
calendar found in this newsletter
to determine your recycling
collection week.

*Please Note That Trash will Continue
to be Picked Up Every Week*

APPENDIX

I

EXAMPLES OF PAST CUSTOMER INFORMATIONAL PIECES



City of Niagara Falls, New York

PO Box 69, Niagara Falls, NY 14302-0069

2019 WEEKLY RECYCLING & TRASH COLLECTION SERVICE INFORMATION

Modern Disposal Services, Inc. provides weekly (blue) 64 gallon refuse cart collection and every other week (green) 96 gallon recycling collection services. Route maps and schedules are available at

www.niagarafallsnycarts.gov

THE FOLLOWING HOLIDAYS WILL AFFECT YOUR SERVICE:

IF YOUR COLLECTION DAY FALLS **ON OR AFTER** THE HOLIDAY, COLLECTION WILL BE
DELAYED BY ONE DAY

NEW YEAR'S DAY	TUESDAY	01/01/2019
MEMORIAL DAY	MONDAY	05/27/2019
INDEPENDENCE DAY	THURSDAY	07/04/2019
LABOR DAY	MONDAY	09/02/2019
THANKSGIVING DAY	THURSDAY	11/28/2019
CHRISTMAS DAY	WEDNESDAY	12/25/2019

- Cart(s) must be at the alleyway or curbside by 7 AM for pick up, face wheels of cart towards house; space carts two (2) to three (3) feet apart.
- You can place your cart(s) out as early as 5 pm the night before your garbage day. Cart(s) must be removed by 11 pm the day of pick-up and stored on private property till next scheduled collection.
- You are allowed three (3) bags/bulk items next to your (blue) 64 gallon refuse cart each week, per household unit of four (4) or fewer units.
- An additional two (2) bags/bulk items, bearing a City of Niagara Falls tag, placed next to your (blue) 64 gallon refuse cart, will be allowed each week. Cost of tag(s) is \$5.00 and you can purchase them at the Public Works Department, at 1785 New Road or the City Clerk's Office, 745 Main St. Rm. 114 Monday – Friday from 8 am to 4 pm (excluding holidays)
- Christmas trees are not considered a bulk item and will be collected from December 26 through January 31.
- For residential properties only, excess household waste and bulk can be brought to Modern Disposal by obtaining a dump permit for a fee of \$25, available at the Public Works Department, 1785 New Rd. A full list of rules and regulations is available on our website. www.niagarafallsusa.org

If you need more information please call **PUBLIC WORKS** at 286-4840 M – F 8 am-4 pm or visit our website at www.niagarafallsusa.org

Refuse Collection & Special Waste Information

Household waste is waste which is generated in the day to day operations of a household

Household Refuse Rules

1. All refuse must be drained free of liquid, bundled or wrapped before being placed in cart(s) for collection
2. Cardboard must be broken down and if needed put next to your cart at no more than 4' pieces
3. Refuse cart(s) may be placed at the alleyway or curbside the hours of 5 PM the evening before collection and be removed as of 11 PM the day of collection
4. Refuse **must** be stored in cart(s) or closed containers ALL other times on private property, away from curbside and alley edge

Commercial Refuse Rules

1. Commercial establishments must provide enclosed and/or locked areas for their receptacles. Uses of commercial dumpsters are allowed if appropriate ordinances are complied with (Chapter 738)

Neighborhood Beautification Enforcement

1. The Director and Deputy Director of Public Works and/or authorized agent has the right to inspect and enforce all ground and building exterior and issue orders of clean-up as necessary
2. It is the duty of every owner & occupant of property located within the City limits to keep the exterior of the property so owned or occupied, free from all weeds, rubbish, debris, refuse, junk, snow, and junked vehicles. This shall include the area between the curbstone and sidewalk of such property (the margin)
3. Owners of properties have 96 HOURS to comply with these rules. If owners fail to comply, citations can be issued and be subject to fines

Special Wastes

Latex (Water-Based) Paint & Other Wastes

Try to use up all paint. If there is some paint left, place the cans in a well-ventilated area and allow the paint to dry completely. Kitty litter put into cans, will help absorb liquid. Bag them and place them in your refuse cart.

Oil & Lead-Based paints will not be picked up. You can check for Household hazardous waste disposal days on the Niagara County website.

HHWD – Household Hazardous Waste Disposal
For items such as fluorescent bulbs, weed killer, paint thinner, aerosol cans, etc.

****Household Hazardous Waste Disposal days. Check the Niagara County DPW website at www.rethinkyourwaste.com to set up an appointment on offered drop-off dates.**

Used Motor Oil/antifreeze

Under New York State Law, any service station that changes oil or retailer that sells 500 gallons of oil per year **MUST** take up to five (5) gallons per day, per person at **NO CHARGE**. If you are refused, call 286-4467 for assistance. If you observe dumping of used motor oil into city catch basins, please contact the Waste Water Plant at 283-9770 **NEVER** dispose of antifreeze down a storm sewer or on the ground.

Car Batteries

The City will **NOT** pick up car batteries. Please take them to the store where you purchased them from or to a local junkyard as they can be recycled.

Tires

Tires are hazardous waste and will not be picked up curbside. Please take to local scrap yard or tire dealer. (there may be a disposal fee)

**Any questions concerning refuse or recycling procedures should be directed to
PUBLIC WORKS at**

286-4840

**for answers to frequently asked questions,
visit us online:**


www.niagarafallsnycarts.gov

Recycling & Waste Collection 2019

Every
Other Week
Recycling
Collection

 Week A
Recycling

 Week B
Recycling

 Holiday—no collection, pick up for the
rest of week will be delayed by one day

2019 Holidays

New Year's Day
January 1

Memorial Day
May 27

Independence Day
July 4

Labor Day
September 2

Thanksgiving Day
November 28

Christmas Day
December 25

January 2019

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

February 2019

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

March 2019

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April 2019

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May 2019

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June 2019

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

July 2019

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August 2019

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September 2019

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October 2019

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November 2019

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December 2019

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

CITY OF NIAGARA FALLS NY CURBSIDE REFUSE RULES

www.niagarafallsusa.org

Items Not Allowed Curbside:

- Tires
- Propane tanks
- Motor vehicles/parts
- Construction/remodeling waste
- Concrete
- Furnaces or empty oil tanks/drums
- Hotel/motel bedding
- Liquids of any kind or hazardous waste of any type, including any mercury-added products
- Fluorescent light bulbs
- Electronic waste of any kind

Appliances

Modern will pick up recyclable **appliances** {refrigerator/freezer (doors **must** be removed, Freon removed and tagged), washer/dryer, stove, hot water tank, air conditioner}. Call Modern Disposal at 1-800-330-7107 to set up a "white goods" pickup

Electronic Waste

Electronic Waste Drop-Off is available to residents daily from dawn to dusk at
1785 New Road

***There is a \$5.00 charge and a limit of three (3) televisions, per parcel, per year.**

To drop off a television, come to Public Works during business hours, Monday through Friday, from 8am to 4pm (excluding holidays) to request a television drop-off voucher. We will need ID and the make of the television. We accept Money order and Credit cards.

A complete list of accepted electronics is available on our website:
www.NiagaraFallsNYcarts.gov

Any questions concerning proper drop-off procedures should be directed to
PUBLIC WORKS 286-4840

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