

SOLID WASTE MANAGEMENT – COMMERCIAL WASTE ZONES – NOVEMBER 2021

THE CITY OF NEW YORK DEPARTMENT OF SANITATION (the “Department”, or “DSNY”), PART 2 OF THE REQUEST FOR PROPOSALS (“RFP”)

TITLE: Commercial Waste Zone Implementation

To provide commercial waste hauling services for 20 established Commercial Waste Zones (“CWZ”) and containerized commercial waste citywide. Services include Refuse, Recycling and Organic Waste collection, transport and removal from commercial establishments.

PROCUREMENT IDENTIFICATION NUMBER: 82720AD0038

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SECTION I: INTRODUCTION

I.A How to Read and Respond to this RFP Part 2

This RFP Part 2 document is comprised of six sections, plus attachments and appendices. Sections I through V provide important background information that Proposers must read in order to understand the Commercial Waste Zones program and prepare complete and timely responses to this RFP Part 2. Section VI is the Proposal Package, which consist of all forms that Proposers must complete in order to provide a complete response to this RFP Part 2. Appendices A through E provide further resources that will be necessary for Proposers to read in order to prepare a response to this RFP Part 2. Specifically, this document is structured as follows:

- Section I provides a brief overview of the Commercial Waste Zones (CWZ) Program and this RFP.
- Section II provides important background information on the CWZ Program that will be necessary for Proposers to understand how the program will operate and what commitments Proposers will be held to, should they be selected.
- Section III provides information on how the Department will administer this RFP, including timeframes, how Proposers will be selected, and evaluation criteria.
- Section IV provides general information for Proposers regarding this RFP.
- Section V provides instructions for Proposers about how to respond to this RFP, including instructions for how to fill out the required forms, how to format and assemble the submission, and how to submit a timely response to the Department.
- Section VI (Proposal Package) provides all of the required forms that Proposers must fill out to respond to this RFP Part 2. The Proposal Package is comprised solely of responses to all forms contained in the attachments to Section V. Section V also lists supplemental information that all Proposers must submit. A submission will be considered complete if a Proposer fills out and submits all required forms contained in Section V following the instructions provided, along with all of the required supplemental documentation listed in Section V.
- Appendix A is a copy of Local Law 199 of 2019, establishing the Commercial Waste Zones program.
- Appendix B is a copy of the Department's rules implementing Local Law 199, providing details of the Commercial Waste Zones Program and requirements for Awardees.
- Appendix C contains a template for the agreement that Awardees will sign with the Department detailing how the Awardees will provide commercial waste collection services ("Template Agreement"). The final agreement that the Awardee will sign may have some terms that are different from this template, as a result of negotiations with the Department. The Template Agreement includes an Appendix that contains additional City contract terms.
- Appendix D contains a series of 20 maps, each displaying the streets and boundaries of a single, separate Commercial Waste Zone. A full citywide map of the 20 zones is also provided. Higher-resolution images of these maps are available for download at DSNY's CWZ website: nyc.gov/commercialwaste.

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- Appendix E contains a summary table of the submissions accepted for the Department's Request for Expressions of Interest (RFEI) for Existing and Proposed Transfer, Processing, Beneficial End-Use and Disposal Facilities Related to Commercial Waste Zones. DSNY released the RFEI to the public in December 2020 to gather information from interested parties that have available facilities, or that propose to develop such facilities, for materials collected under the CWZ program. The table summarizes data submitted from 17 parties, detailing specification on 37 facilities within New York City and the region. Appendix E only provides a summary of the submissions; however, the complete submission materials from every listed party are available for download at DSNY's CWZ website: nyc.gov/commercialwaste.

I.B Commercial Waste Zones Program Overview

Typically, more than 100,000 New York City office buildings, retailers, restaurants, manufacturers, and other commercial establishments generate more than 3,000,000 tons of waste. The Department of Sanitation ("DSNY" or "the Department") collects waste from New York City residents, and a network of approximately 90 private waste carters collect waste from commercial establishments.

The current system for collecting commercial waste from the City's businesses is an inefficient and chaotic network of overlapping operations. The system creates conditions that encourage dangerous driving and provide insufficient attention to public safety, environmental impacts, and customer service.

In some parts of the city, more than 50 carters service a single neighborhood, and an individual commercial block may see dozens of different private waste collection trucks on a given night. This has resulted in millions of excess truck miles driven every year that harm the City's air quality, increase greenhouse gas emissions, create noise pollution and negatively impact public health. Additionally, the industry has lacked strong customer service standards, and pricing has remained unclear and confusing to most customers, putting small businesses at a significant disadvantage.

Local Law 199 of 2019 ("LL 199", attached hereto as Appendix A) sets out a framework for Commercial Waste Zones ("CWZ") that will maximize routing efficiency in the commercial waste sector and provide significant environmental, safety, and other benefits for the City. Under Local Law 199, the Sanitation Commissioner has divided the geographic area of New York City into 20 "commercial waste zones." Maps of the zones can be found in Appendix D. Further information, including the environmental review that DSNY conducted for the CWZ program can be found at: nyc.gov/commercialwaste.

Under the framework, as further developed in Title 16 of the Rules of the City of New York, private commercial waste carters (i.e., Proposers) will compete for the right to service businesses within 20 geographically-based Zones with up to three carters servicing each Zone. LL 199 also specified that the Department may select up to five carters to provide containerized commercial waste collection services Citywide (i.e. without restrictions as to Zone boundaries) to commercial establishments that choose to utilize this service.

The Department is using a Request for Proposals (RFP) process to award up to three Selected Proposers the right to provide commercial waste hauling services for each of the designated collection Zones and to

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award up to five Selected Proposers the right to provide containerized commercial waste collection services citywide in accordance with LL 199.

After implementation of the commercial waste zones system, no private carter will be authorized to collect commercial waste from any commercial establishment in New York City, unless the carter has been selected as an Awardee pursuant to this RFP or is operating as a subcontractor for an Awardee as authorized by an agreement entered into pursuant to this RFP. Operation of an unauthorized commercial waste carting business in New York City will be subject to civil and criminal penalties, as set forth in LL 199.

LL 199 represents a significant milestone in the process of reforming New York City's commercial waste industry. Commercial Waste Zones will align the private carting industry with the City's overall vision of growth, equity, sustainability, and resiliency.

I.C RFP Overview

In this RFP, DSNY is seeking appropriately experienced and qualified firms to perform a full range of commercial waste collection, transport, removal and disposal services. The Department will select and enter into an agreement with each Awardee under this RFP permitting the Awardee to provide for commercial waste collection services within the zone or zones for which the Awardee has been selected, and/or for containerized commercial waste collection services citywide, as set forth in such agreement.

This RFP is being issued for all Commercial Waste Zones (20 total zones, up to 3 Awardees per Zone) and citywide containerized commercial waste service awards (up to 5 Awardees). There will be a total of up to 65 awards.

A single Awardee may be selected for multiple Zones, and an Awardee may be selected for Zone service and for containerized commercial waste collection services citywide. However, the maximum number of awards a single Awardee may be granted is 15 commercial waste zone Awards plus one Award for collection of containerized commercial waste services citywide.

There will not be RFPs issued for each individual Zone, or separately for the containerized commercial waste citywide service. **Each Proposer may only submit one Proposal; in it, the Proposer must identify which Zones, if any, for which it is proposing to receive an award and whether it is seeking an award for containerized commercial waste service citywide. Each Proposer must own or lease its own equipment or utilize the equipment of a subcontractor, and may not submit a Proposal using equipment that is shared with another Proposer.**

Proposers that are awarded Agreements for commercial waste collection services in Zones and/or for containerized commercial waste services will be required to meet strict standards for safety and customer service, offer a range of services and embrace innovative approaches to move New York City businesses toward a zero-waste future.

The result of this RFP process is projected to reduce truck traffic resulting from commercial waste removal by more than 50 percent while improving customer service and safety standards, promoting fairness and

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transparency, and advancing efforts to reduce waste disposal and increase diversion from landfills through recycling and organics services.

The commercial waste zones system will provide NYC businesses with a robust, efficient, and reliable commercial waste collection system as we head into the future. This will improve the quality of life for New Yorkers in neighborhoods across New York City by creating safer streets, cleaner air, and quieter nights.

I.D Release of this RFP in Two Parts

LL 199 required the Department to release an RFP for commercial waste collection services in the designated commercial waste zones by November 20, 2020.

In compliance with the statutory deadline, this RFP is being released in two parts. Part 1 of this RFP was released on November 19, 2020, with responses due on February 19, 2021. Part 1 of the RFP requested information about Proposers' qualifications to participate in the CWZ program, as well as additional information outlined in LL 199, such as financial history and compliance with applicable laws.

DSNY is now issuing Part 2 of this RFP, which has been added to the RFP by addendum.

The Release Date for Part 2 of this RFP is: November 16, 2021.

The Due Date for submissions of Part 2 is: March 17, 2022 at 4:00 p.m.

I.E Authorized Agency Contact Person

The authorized Agency Contact Person (ACP) for all matters concerning this Request for Proposals is:

Justin Bland, Director of Commercial Waste
375 Pearl Street, 18th Floor
New York, NY 10038
Tel: (212) 291-1345

Email: CWZRFP@dny.nyc.gov

I.F Mandatory Pre-Proposal Conference for Part 2 of the RFP

Two Pre-Proposal Conferences will be held. Proposers *must* attend at least one of these Pre-Proposal Conferences. These conferences will be held virtually. Details on how to access the virtual Pre-Proposal Conferences are below:

Pre-Proposal Conference Information- December 8, 2021 at 10:30am:

Meeting link: <https://dsnynyc.webex.com/dsnynyc/j.php?MTID=m794191c51361c46b68d0ff58eddc722>

Meeting number: 2634 556 3682; Password: 12345

Join by video system Dial [26345563682@dny.nyc.gov](tel:26345563682)

You can also dial 173.243.2.68 and enter your meeting number.

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Join by phone: +1-415-655-0001 US Toll; Access code: 2634 556 3682

Pre-Proposal Conference Information- January 11, 2022 at 10:30am

Meeting link: <https://dsnynyc.webex.com/dsnynyc/j.php?MTID=mb85bd5bebc5d3b7bb6490f17ad8c3ee6>

Meeting number: 2631 709 3205; Password: 12345

Join by video system: Dial 26317093205@dsnynyc.webex.com You can also dial 173.243.2.68 and enter your meeting number.

Join by phone: +1-415-655-0001 US Toll; Access code: 2631 709 3205

Proposers are requested to inform the ACP, no later than 48 hours before the scheduled date, of the number of persons attending the Pre-Proposal Conference. Proposers are encouraged to submit written questions in advance of the Conference. Nothing stated at the Pre-Proposal Conference shall change the RFP unless a change is made by a written addendum to the RFP.

Each Proposer is required to attend at least one Pre-Proposal Conference. Proposers that do not attend at least one Pre-Proposal Conference shall have their proposals deemed non-responsive.

I.G Deadline to Submit Questions to DSNY About this RFP

If you would like your question addressed at one of the scheduled Pre-Proposal Conferences, you must submit your question no later than **14 days prior to** the scheduled Pre-Proposal Conference date.

All other questions regarding this RFP should be submitted no later than **February 24, 2022 at 4:00pm**. The Department does not guarantee a response to any question submitted after such date.

All questions must be submitted in writing to the ACP at the address provided in Section I.E of this RFP Part 2.

I.H Minimum Qualifications and Requirements for Submission of this RFP

Proposers must have submitted a timely and complete response to Part 1 of the RFP in order to be eligible to respond to this Part 2 of the RFP. The Department is not able to consider any submission from a Proposer that did not submit a timely and complete response to Part 1 of this RFP.

Additionally, every Proposer must have attended at least one Pre-Proposal Conference, as described in Section I.F in order for the Proposer's proposal to be considered.

At the time of submission, the Proposer must continue to meet the following minimum qualifications that the Proposer attested to in its submission of Part 1:

- The Proposer must have an active Trade Waste Removal License provided by the Business Integrity Commission ("BIC") or have applied for a License by the time the Part 1 of the RFP Proposal was submitted.

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Proposers determined to satisfy the minimum qualifications will be further evaluated in accordance with the criteria defined in Section III of this Part 2 of the RFP.

Please note that all information submitted in response to Part 1 of the RFP is required to be updated, if such information has changed, when submitting a Proposal in response to Part 2 of the RFP.

DSNY has issued rules that detail minimum program requirements for Awardees selected for commercial waste collection services in zones and/or for containerized commercial waste citywide services pursuant to this RFP. All RFP Part 2 submissions must comply fully with the requirements of LL 199 and its implementing rules, which can be found in Appendix B. Reading these rules is necessary for completion of Part 2 of the RFP.

Proposals that do not satisfy the minimum qualifications and requirements set forth herein will be determined to be non-responsive and will be rejected.

I.I Anticipated Timeline

CWZ Program Timeline	Dates (Approximate)
RFP Part 2 Release Date	November 16, 2021
Pre-Proposal Conference Dates	December 8, 2021 and January 11, 2022
RFP Part 2 Due Date	March 17, 2022
Selection and Award	Spring 2022
Finalization of Agreement Negotiations	Summer 2022
Registration of Agreements	Summer 2022
Contract Start Date; Zone Transition Period Start Date; Commencement of Services	Autumn 2022 for first zones
Final Implementation Date for Zone	Winter/Spring 2023 for first zones
End of Contract Initial Term	Autumn 2032
Contract Renewal Periods	2032-2042

Please note: Transition Period phase start and end dates will differ by zone.

I.J Definitions and Acronyms

All definitions provided in § 16-1000 of the NYC Administrative Code and in 16 RCNY § 20-01, some of which are repeated below for reference, apply to this RFP Part 2, except where specifically stated otherwise. For purposes of this RFP Part 2, the following terms have the following meanings:

Agreement. The term “Agreement” shall mean an agreement between DSNY and the Awardee, made pursuant to this RFP. It shall have the same meaning as “Contract,” as defined below.

Award. The term “Award” means a determination by the Department that a Proposer has been selected to provide commercial waste collection services within a particular Zone or has been selected to provide Citywide containerized commercial waste collection services, and that the Department will negotiate with the Proposer to enter into an Agreement with such Proposer to authorize such services. A single Proposer may be selected for up to 15 individual commercial waste zone Awards and/or up to one Award for Citywide containerized commercial waste services.

Awardee. The term “Awardee” means an entity with which the Department enters into an Agreement for the provision of commercial waste collection services pursuant to this RFP and section 16-1002 of the Administrative Code of the City of New York. The term “Awardee” includes entities that have been selected for Awards for commercial waste collection services within one or more Zones and entities that have been selected for Awards to provide Citywide containerized commercial waste collection services, or both. The term “Awardee” shall have the same meaning as “Selected Proposer.”

Commercial establishment. The term “commercial establishment” means an entity required to provide for the removal of commercial waste pursuant to the provisions of section 16-116 of the Administrative Code.

Commercial waste. The term “commercial waste” means all trade waste, as defined in subdivision f of section 16-501 of the Administrative Code of the City of New York and in the definition of “trade waste”, below, except for construction and demolition debris; fill material; medical waste; electronic waste; textiles; yard waste collected by landscapers; waste collected by a one-time, on-call bulk waste removal service; grease; paper that is collected for the purpose of shredding or destruction; or waste that is collected by a micro-hauler. References to “commercial waste” shall be construed to also refer to “containerized commercial waste” unless otherwise specified.

Commercial Waste Collection Services. The term “Commercial waste collection services mean services for the collection, transport, removal and disposal of commercial waste from Commercial Establishments within a Designated Zone, as authorized pursuant to the Agreement between an Awardee and the Department.

Commercial waste zone. The term “commercial waste zone” or “zone” means a geographic area designated by the Commissioner pursuant to section 16-1001 of the Administrative Code of the City of New York.

Commissioner. The term “Commissioner” means the Commissioner of Sanitation.

Containerized commercial waste. The term “containerized commercial waste” means commercial waste that: (i) is stored on the premises of the commercial establishment that generates such waste in a container that has a capacity of 10 cubic yards or more, and which may or may not be equipped with

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compaction ability and (ii) is transported directly in such container when such container is at or near capacity from such commercial establishment to a transfer, processing or disposal location.

Contract. The term “Contract” shall mean a contract between DSNY and the Awardee, made pursuant to this RFP. It shall have the same meaning as “Agreement,” as defined above.

CWZ Plans. The term “CWZ Plans” or “Plans” refers to the plans that Proposers are required to submit in response to this RFP, and which will be incorporated into the Proposer’s Agreement with the Department pursuant to LL 199. These Plans include: the Subcontracting Plan; Customer Transition Plan; Education and Outreach Plan; Customer Service Plan; Zero Waste Plan; Waste Management Plan; Health and Safety Plan; and Air Pollution Reduction Plan.

Department. The term “Department” means the Department of Sanitation.

Designated carter. The term “designated carter” or “carter” means a licensee that is authorized to provide commercial waste collection services pursuant to an agreement between an Awardee and the Department entered into pursuant to section 16-1002 of the Administrative Code of the City of New York. The term “designated carter” may describe the Awardee or another licensee that the Awardee has designated, with Department approval, to fulfill the terms of such agreement as specified therein, and provided further that notwithstanding any other provision of this section, the term “designated carter” may also include a person that the Awardee has designated to fulfill the terms of such agreement as specified therein who is operating in accordance with the provisions of title 16-A of the Administrative Code of the City of New York and the rules promulgated pursuant to such title and who is authorized by the Business Integrity Commission to collect certain categories of commercial waste without a license.

Licensee. The term “licensee” means any person (or commercial entity) licensed to collect trade waste pursuant to title 16-A.

Organic waste. The term “organic waste” has the same meaning as such term is defined in subdivision a of section 16-306.1.

Proposal. The term “Proposal” shall mean all records and documents submitted to the Department by a Proposer in response to this RFP for consideration to provide commercial waste collection services for select Commercial Waste Zones (“Zones”).

Proposer. The term “Proposer” shall mean the primary entity (or entities of a joint venture or prime contractor in a prime contractor/subcontractor relationship) that submits a proposal to the Department for the provision of commercial waste collection services as described in this Request for Proposals.

Selected Proposer. The term “Selected Proposer” shall have the same meaning as “Awardee,” as defined above.

Subcontractor. The term “Subcontractor” shall mean any secondary entity that has contracted directly with an Awardee to provide a specific subset of commercial waste collection services or any other services under the Agreement. As used herein, the term “subcontractor” refers to both “designated carters,” as defined above, as well as entities that the Awardee subcontracts with to perform any other services under the Agreement.

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Trade waste. The term “trade waste” has the same meaning as such term is defined in subdivision f of section 16-501 of the Administrative Code of the City of New York, as copied herein. “Trade waste” shall mean:

- (1) all putrescible and non-putrescible materials or substances, except as described in paragraph (2) of this subdivision, that are discarded or rejected by a commercial establishment required to provide for the removal of its waste pursuant to section 16-116 of this code as being spent, useless, worthless or in excess to the owners at the time of such discard or rejection, including but not limited to garbage, refuse, street sweepings, rubbish, tires, ashes, contained gaseous material, incinerator residue, construction and demolition debris, medical waste, offal and any other offensive or noxious material. Such term shall also include recyclable materials as defined in subdivision i of section 16-303 of this code that are generated by such commercial establishments.
- (2) The following are not "trade waste" or "waste" for the purposes of this chapter: sewage; industrial wastewater discharges; irrigation return flows; radioactive materials that are source, special nuclear or by-product material as defined by the Atomic Energy Act of 1954, as amended, 41 U.S.C. § 2011, et seq.; materials subject to in-situ mining techniques which are not removed from the ground as part of the extraction process; and hazardous waste as defined in section 27-0901 of the environmental conservation law.

Acronyms

All acronyms used in this document are defined below:

ACCO	Agency Chief Contracting Officer	MTS	Marine Transfer Station
BIC	New York City Business Integrity Commission	NYC	New York City
CDL	Commercial Driver License	PDF	Portable Document Format
CWZ	Commercial Waste Zone	PPB	New York City Procurement Policy Board
DSNY	New York City Department of Sanitation	RCNY	Rules of the City of New York
GPS	Global Positioning System	RFP	Request for Proposal
LL	Local Law		

SECTION II: HOW THE COMMERCIAL WASTE ZONES PROGRAM WILL OPERATE FOR AWARDEES

This Section describes how the Commercial Waste Zones Program will operate once Awardees are selected and after Agreements are entered into between the Department and Awardees pursuant to this RFP. The components of this section describe the obligations that Awardees will be required to meet under

the CWZ program. The following is intended as summary background information for Proposers to utilize when preparing their Proposals. For a full description of Awardees' obligations, see LL 199 (Appendix A), the Department's rules (Appendix B) and the Template Agreement (Appendix C). If there are any discrepancies between the information outlined in the RFP document and the Agreement, the Agreement governs.

II.A City Goals and Objectives

The Commercial Waste Zones Program is designed to serve several important City goals, as outlined in LL 199. When responding to the required submission forms in Section VI, Proposers should keep in mind these goals and objectives of the CWZ Program:

- Zero Waste: Reduce commercial waste disposal and increase recycling and organic waste collection.
- Environmental Benefits: Reduce environmental impacts, including reductions in air pollutants such as greenhouse gases and particulate matter, less nighttime noise, less roadway wear and tear, and improved quality of life in neighborhoods, through a reduction in truck traffic, cleaner vehicles, operational improvements, and infrastructure investment.
- Pricing Structure: Provide transparent pricing to customers with financial incentives for waste reduction and diversion.
- Customer Service: Strengthen customer service standards such as guaranteed levels of service, service accountability, waste assessments, and language access.
- Health and Safety: Improve industry safety standards, track industry performance and accountability, and make streets safer for the public.
- Disposal: Ensure disposal of waste is sustainable, reliable, and equitable.
- Infrastructure: Ensure truck upgrade compliance and encourage further modernization of fleet and facilities.

As noted in Section III.B.2, submissions that demonstrate a commitment to these goals and objectives through specific operational approaches or infrastructure investments will be viewed more favorably by the Department when Proposals are evaluated.

II.B Scope of Services

If awarded an agreement pursuant to this RFP to operate in a Zone, the Awardee will have an exclusive right to provide commercial waste collection services to commercial establishments in the Zone for which the Awardee has been selected, shared only by up to two other Awardees selected for the Zone and up to five additional Awardees selected to operate containerized collection service citywide.

If awarded an agreement pursuant to this RFP to operate containerized collection service citywide, the Awardee will have an exclusive right to provide commercial waste collection services to commercial establishments in all geographic areas of the City, shared only by up to four additional Awardees selected to operate containerized collection service Citywide. Note that Awardees selected as Zone carters will be allowed to provide containerized commercial waste collection services within the Zone for which they have

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been selected, as long as such services are provided in accordance with all applicable laws and rules for Zone carters.

The key required services to be provided by each Awardee include, but are not limited to the collection, transport, removal and disposal of commercial waste to commercial establishments within the zone or zones for which the Awardee has been selected, or for the collection, transport, removal and disposal of containerized commercial waste citywide, as applicable. Each Awardee must provide continuous services and must meet all obligations required under and performed in accordance with an Agreement entered into with the Department (Appendix C: Template Agreement), Local Law 199 of 2019 (Appendix A), and the Department's rules (Appendix B) for the duration of the contract term.

The following section II.E highlights certain aspects of these program requirements. However, all Proposers should read Appendices A through C to fully understand the requirements they will be obligated to follow if selected as Awardees. Each Proposer must ensure that they can meet all program requirements. If a Proposer is not currently meeting a program requirement at the time of submission, the Proposer must have a clear plan for being able to do so by the contract start date.

II.C Anticipated Contract Term

The initial term of the Agreement awarded pursuant to Part 2 of this RFP will be **ten (10) years**. The Department reserves the right to renew the Selected Proposer's term of contract for up to two (2) periods of up to five (5) years each, at the sole discretion of the Department. Further details regarding the commencement of services under the Commercial Waste Zones program, including information on how Agreements will be handled in the case of Awardees who are awarded multiple zones may be found in Section II.F ("Transition to Commercial Waste Zones Program") and Section III ("Proposal Evaluation and Contract Award Procedures").

II.D Payment for Services

Awardees will receive no compensation or other payments from the City relating to the Awardee's performance of commercial waste collection services. Each Awardee will be responsible for negotiating fee arrangements with customers requesting service, subject in all respects to the Maximum Rate Schedule and any other pricing requirements in the Awardee's Agreement with the Department, all applicable provisions in Local Law 199 (Appendix A), and its implementing Rules (Appendix B).

II.E Commercial Waste Zones Program Requirements

1. Overview of Minimum Program Requirements for Awardees

Local Law 199 (Appendix A) and the Department's rules (Appendix B) set out clear minimum program requirements that all Awardees must meet.

All submissions to this Part 2 of the RFP must reflect the Proposer's ability to meet these minimum program requirements, and all Proposers must attest that they will be able to meet the minimum program requirements in full by the beginning of the contract start date (see Section VI – Proposal Package).

For reference only, the following is a summary of CWZ minimum program requirements. This summary is not a complete description of the CWZ minimum program requirements. In order to understand the full CWZ minimum program requirements, Proposers must read LL 199 (Appendix A) and the Department's rules (Appendix B).

Please note that while the majority of CWZ minimum program requirements apply equally to Awardees selected to operate in Zones as to Awardees selected for citywide containerized commercial waste collection, there are some differences in the requirements for Awardees selected for citywide containerized commercial waste collection. These differences are noted, where applicable.

1. Customer Pricing Structure and Maximum Rates. Under the Commercial Waste Zones program, the following what and how the customer pricing structure is detailed:

- a. Maximum Rates (General). When charging customers for commercial waste collection services, each Awardee will be held to a schedule of maximum rates ("Maximum Rate Schedule"), broken down by refuse, recyclable material and organics, and additional fees. The Awardee must not charge customers prices above the maximum rates and maximum fees in the Maximum Rate Schedule, although the Awardee may negotiate lower rates and fees with customers.
- b. How Maximum Rates Will Be Determined. Unlike the current system where BIC establishes a rate cap for trade waste carters by rule, under the CWZ Program, the maximum rates and fees will be set in the Awardee's Agreement with the City. Proposers must include their proposed maximum rates in their Proposals (See Section VI, Attachment 14). If the Proposer is awarded an Agreement as a result of this RFP, the Selected Proposer will be held to any rates and fees as proposed or finalized through negotiation. The Proposer should assume prices proposed in the Maximum Rate Schedule, unless otherwise negotiated prior to the finalization of an Agreement, are best and final.

A Proposer must submit a proposed Maximum Rate Schedule for each Award the Proposer is applying for. Each Award will have its own applicable Maximum Rate Schedule. Therefore, if an Awardee has been selected to operate in multiple Zones, the Awardee may be subject to a different Maximum Rate schedule in each Zone, as applicable. Similarly, if an Awardee has been selected for a Zone Award, plus an Award for Citywide containerized commercial waste, the Awardee may be subject to a different Maximum Rates schedule for each type of Award.

- c. How Rates Will Be Structured Under the CWZ Program. One of the goals of the CWZ Program is transparent pricing for all customers. In support of this goal, all Awardees will be required to structure their rates as follows:

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- i. Zone Awardees. Rates for collection of commercial waste by Zone Awardees must follow a two-part structure:

- a) A charge based on frequency of collection by waste stream: refuse, designated recyclable materials and source separated organic waste. (Note: For purposes of the proposed Maximum Rate Schedule in the Proposal, this component must be submitted as a fixed monthly charge per waste stream, based on the frequency of collection of the waste stream (see Section VI, Attachment 14)); and
- b) A charge based on weight or volume of waste collected by waste stream: refuse, designated recyclable materials and source separated organic waste.

(Note: For purposes of the proposed Maximum Rates Schedule in the Proposal, charges for roll-off container customers serviced by Zone Awardees must be submitted as a charge imposed each time the container or compactor is collected from the customer based on the volume of the container, and a monthly container rental fee.)

- ii. *Citywide Containerized Commercial Waste Awardees*. Rates for Citywide containerized commercial waste collection will follow the following pricing structure:

- a) A charge imposed each time containerized commercial waste is collected from the customer based on the volume of the container; and
- b) A periodic container rental fee, if applicable.

- d. Lower Rates for Recyclable Materials and Organics.

- i. One of the goals of the CWZ Program is diverting more material from landfills and moving toward the City's vision for zero waste. Accordingly, LL 199 requires the Department to consider the Proposer's commitment to charging rates for collection of designated Recyclable Materials and source separated Organic Waste that are proportionally lower than rates for Refuse collection services when selecting Awardees. However, in the case of a proposal to provide for the collection of containerized commercial waste citywide, a description of the Proposer's commitment to providing lower rates for organics and recycling collection shall only be required where such proposal includes organics or recycling collection services.
- ii. Proposals that include rates for recyclable materials and organics that are proportionally lower than prices for refuse will be viewed more favorably. The Department strongly prefers that the rate for Recyclable Materials and the rate for

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Organic Waste each be at least 30% lower, relative to the rate for Refuse. See Section III.B (Evaluation Criteria).

- iii. An Awardee must only charge rates for recyclable materials and organic waste that are proportionally lower than the rates for refuse in the proportion stated in the Awardee's Agreement with the Department, where the Agreement includes such a discount. This is true, even if the Awardee is charging the customer rates for refuse that are lower than the maximum rate allowed under the Agreement. This requirement only applies to the collection, removal or disposal of containerized waste where the Agreement with the Department covers the collection of designated recyclable materials or source separated organic waste.
 - e. Additional Fees. An Awardee may not charge any additional fees or charges on top of the maximum rates described above in (c), except for the fees listed in the Department's rules (Appendix B) that have been included in the Agreement with the Department.
 - f. Automatic rate adjustments. The contracted maximum pricing structure will increase based on an automatic rate adjustment as described in the Template Agreement (Appendix C).
 - g. Awardee petition for rate adjustment. In addition to any automatic rate adjustments set forth in the Agreement, an Awardee may petition the Department for an adjustment to the maximum rates and maximum fees in a form and format prescribed by the Department as described in the implementing Rules found in Appendix B.
2. **Subcontracting**. Under the Commercial Waste Zones program, subcontractors are viewed in two categories:
- a. Designated Carters - subcontractors that are performing commercial waste collection services under the Agreement.
 - b. All other subcontractors - subcontractors that are not performing commercial waste collection services under the Agreement.

Designated carters: A Proposer may utilize up to two designated carters to perform commercial waste collection services per Zone. However, a subcontracting arrangement with a designated carter that collects waste exclusively using bicycles will not count toward this numerical limit. Every designated carter must fully comply with all terms of the Awardee's Agreement and must be licensed by the Business Integrity Commission (BIC). The Department must review and approve all contracts between the Awardee and all designated carters. The Department will evaluate designated carters according to the same evaluation criteria as Proposers (see Section III.B), as applicable.

Other subcontractors: Awardees may also utilize subcontractors to meet requirements under the Agreement other than commercial waste collection services, such as customer service functions. There is no numerical limit on the number of subcontractors for services other than commercial

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waste collection services. Awardees will be required to utilize the City's web-based system to identify all subcontractors in order to obtain subcontractor approval pursuant to Procurement Policy Board (PPB) Rule section 4-13, and will also be required to enter all subcontractor payment information and other related information in such system during the contract term. Please read Article XVI of Appendix C: Template Agreement for Solid Waste Management Services for Commercial Waste Zones. The City's web based subcontractor reporting system is located online at the Payee Information Portal at: <https://a127-pip.nyc.gov/webapp/PRDPCW/SelfService>.

3. **No Refusal of Service.** No Awardee selected to operate in a zone will be allowed to refuse commercial waste collection service to any commercial establishment located in that zone, except under the narrow circumstances described in the Department's rules (Appendix B). This requirement does not apply to Awardees selected for citywide containerized commercial waste collection.
4. **Assignment of Customers.** A commercial establishment that does not enter into a signed written agreement with an Awardee selected to operate in the zone in which the commercial establishment is located will be assigned to an Awardee by the Department. Awardees may also be expected to serve customers assigned to them in the case of default by another Awardee. Further details regarding the process for how customers will be assign are provided in the Template Agreement (Appendix C).
5. **Recyclable Materials Service Required.** Every Awardee selected to operate in a zone will be required to provide recyclable materials collection service to all of the Awardee's customers in the zone. This requirement does not apply to Awardees selected for citywide containerized commercial waste collection.
6. **Organics Service.**
 - a. Awardees selected to operate in a zone will be required to provide organics collection service to all customers in the zone who are required to source separate organics and have chosen to use a private carter to meet their requirements.
 - b. Awardees must also have a plan for providing organics collection to customers that are not required to source separate organics.
 - c. The above requirements (a and b) do not apply to Awardees selected for citywide containerized commercial waste collection.
7. **Disposal.**
 - a. Every Awardee must ensure proper disposal of all commercial waste collected and retain dump tickets for at least 5 years.

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- b. Under Department rules, recyclable materials collection may be single stream or dual stream. However, co-collection of recyclable materials is prohibited under the Department's rules.
 - c. Awardees must report to the Department on where the commercial waste they collect goes. Every Awardee must collect and report information on the final processing location, final disposal location, final use, or final reuse of all commercial waste collected by the Awardee and any of its designated carters, including but not limited to where the commercial waste is sent after it is first tipped, and the mode of transport.
8. **Operations.** The Department's rules set out minimum requirements that all Awardees must follow when servicing customers in their designated zones or collection containerized commercial waste citywide. For example, an Awardee may only provide commercial waste collection service to a customer located in a zone in which the awardee is authorized to operate pursuant to the Awardee's agreement with the Department. If an Awardee is authorized to operate in more than one zone, the Awardee may not operate a collection route with pick-ups of commercial waste from customers in more than one zone, except as specifically outlined in the Department's rules (Appendix B).
9. **Customer Service Standards.** The Department's rules set out minimum requirements related to customer service, including but not limited to:
 - a. Awardees must enter into a written service agreement with each customer.
 - b. Awardees must provide a consolidated bill at least monthly to each customer.
 - c. Awardees must have a process of receiving customer complaints, including a dedicated phone line.
 - d. Awardees must have a plan for providing language access.
 - e. Awardees must reimburse customers for the cost of a waste generation audit.
10. **GPS Telematics System.** All commercial waste vehicles must be equipped with GPS as part of a telematics system that tracks vehicle safety performance.
11. **Emissions compliance.** All of the Awardee's heavy duty commercial waste vehicles must be fully in compliance with section 24-163.11 of the NYC Administrative Code and must be equipped with an engine certified to the applicable 2007 United States Environmental Protection Agency (EPA) standard or be retrofitted to meet the required standard by the start of service of the Awardee's Agreement. Commercial waste vehicles are not eligible for waivers of this requirement.
12. **Safety Requirements.** The Department has established minimum safety requirements for all Awardees by rule, which cover the following:
 - a. Safety records

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- b. Safe vehicle operation
- c. Daily driver vehicle inspections and semiannual qualified inspector inspections
- d. A requirement for cross-over mirrors
- e. A prohibition on obstructions to the windshield
- f. A requirement to install back-up cameras by January 1, 2026
- g. A requirement to install auxiliary exterior lighting by January 1, 2026
- h. Minimum telematics systems requirements.

13. Worker Safety Training.

- a. LL 199 requires that every Awardee ensure that any designated carter that will be providing commercial waste collection services under the Awardee's Agreement with the Department provide a worker safety program to its employees. Every worker employed by the designated carter must receive the required worker safety training no later than 180 days after the date the Awardee enters into the agreement with the Department. Workers who are hired after the Agreement is signed must receive this training within 90 days after the start of employment or before the initial assignment of a worker to a job or task, whichever is earlier.
- b. The worker safety program must include a review of any hazardous activities of the job that are relevant to the tasks and activities to be performed. For vehicle operators, laborers and helpers who are directly assigned to the collection, removal, transport or disposal of trade waste on or about the public right of way, such training must consist of no less than 40 hours, of which no fewer than 16 hours shall be dedicated to classroom instruction. For all other workers, such training shall consist of no less than 8 hours.
- c. Each designated carter shall provide re-training of employees as follows:
 - i. An annual refresher training class to all workers;
 - ii. No more than 90 days after a change in the worker's job assignment or a change in equipment used by the worker that presents a new hazard;
 - iii. No more than 90 days after an inspection by the department reveals, or the designated carter has reason to believe, that there are material deviations from workplace safety requirements or inadequacies in worker knowledge of workplace safety requirements.

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- d. Further requirements about the worker safety training program, including required certifications to the Department are described in section 16-1008 of the NYC Administrative Code, which can be found in Appendix A (LL 199).
14. **Records and Reporting.** Every Awardee must meet recordkeeping and reporting requirements described in the Department's rules and set out in further detail in the Template Agreement. **NOTE:** The Department will publish rules establishing recordkeeping and reporting requirements for CWZ Awardees after the release of Part 2 of this RFP, but before the Department enters into Agreements with Awardees.
15. **Administrative Fees.** Every Awardee will be required to pay the Administrative fees established by the Department's rules (See Appendix B).
16. **Public Outreach and Education.** Every Awardee will be required to conduct public outreach and education to customers in the zone or zones in which the Awardee is authorized to operate. Further details will be provided in the Agreement between the Awardee and the Department.
17. **Emergency Action Planning.** All Awardees must prepare for submission and review by the Department an emergency action plan detailing procedures to be deployed in emergency situations, including but not limited to, fires, evacuations, spills or weather emergencies, and addressing continuity and restoration of service. Note: This is not part of the Technical Proposal that must be submitted in response to Part 2 of this RFP.
18. **Transition Obligations.** Awardees will be required to assist the Department in promoting a smooth transition to the Commercial Waste Zones system. More details regarding Awardee obligations during the transition can be found in Section II.F. ("Transition to the Commercial Waste Zones Program") and in the Template Agreement (Appendix C).
19. **BIC Licence.** All Awardees will be required to maintain an active Trade Waste Removal License issued by BIC and remain in good standing in performance of all associated obligations. Such license must be renewed every two years, or be subject to termination of the contract prior to the term end date.
20. **Containerized Commercial Waste Awardees.** Except where otherwise expressly specified in LL 199 (Appendix A), the Department Rules (Appendix B) and the Template Agreement (Appendix C), all obligations and responsibilities of Awardees that apply to Zone Awardees apply to awardees selected to provide containerized commercial waste collection services Citywide. Upon the discretion of the Department, some Awardees may be selected both for a Zone Award and a containerized commercial waste Award. In such a case, where an Awardee is authorized to operate as a containerized commercial waste Awardee and a Zone Awardee in a given Zone, such Awardee must follow all requirements applicable to Zone Awardees set forth LL 199 (Appendix A) and the Department rules (Appendix B), with respect to all customers in such zone.

2. CWZ Plans

The commercial waste zones program as set out in LL 199 is designed to elevate standards in the commercial waste carting industry across the board in order to achieve a safer, cleaner, and more sustainable City, as described in Section II.A (City Goals and Objectives). Under the program, Awardees must develop their own Plans detailing how they will perform commercial waste collection service in a way that is aligned with the City's goals.

In these Plans, Awardees must first ensure that they are meeting the minimum program requirements summarized in Section II.E.1 (Overview of Minimum Program Requirements for Awardees) and fully contained in Appendices A through C. Second, the Plans should demonstrate what the Awardee will do above and beyond the minimum program requirements to further the City's goals.

The Plans will be used in two ways:

1. **RFP Proposal:** Proposers will submit the Plans as part of their response to this Part 2 of this RFP (See Section VI – Proposal Package). The Department will use the plans submitted by Proposers when evaluating and selecting Awardees. In the Proposal Package (Section VI), the Plans are collectively referred to as the “Technical Proposal.”

In order to submit each required Plan as part of a response to this Part 2 of this RFP, each Proposer must fill out the required forms in Section VI (Proposal Package), Attachment 13 (“Technical Proposal: CWZ Plans”). More information on how to prepare and submit these Plans as part of a response to this RFP Part 2 can be found in Section V.

2. **Contract Requirement:** After negotiations between the Department and the Selected Proposer, the final Plans will be incorporated into the Agreement that the Awardee signs with the Department. Each Awardee will be required to follow the terms of its own Plans while performing service under the Agreement.

Each Plan covers a different aspect of commercial waste collection:

- **Subcontracting Plan** (Section VI, Attachment 13.1). The Proposer's plan to subcontract with other entities (“designated carters”) to provide commercial waste collection services. In this Plan Proposers will demonstrate that all designated carters meet the minimum requirements regarding subcontracting. Proposers are encouraged to highlight how their use of subcontractors will further the City's Goals and Objectives (see Section II.A), including but not limited to how such subcontracting will enhance public safety, minimize harmful environmental impacts and improve customer service.
- **Customer Transition Plan** (Section VI, Attachment 13.2). The Proposer's plan describing steps the Proposer will take to ensure a smooth and orderly customer transition as the Commercial Waste Zones program is implemented, including but not limited to, protocols for ensuring continuous services as customers switch carters, such as plans for addressing equipment changes and other aspects of the transition.

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- **Education and Outreach Plan** (Section VI, Attachment 13.3). The Proposer's plan describing the customer communication efforts the Proposer intends to undertake during the transition to the Commercial Waste Zones and other communication efforts that will support and supplement the public outreach and education efforts of the Department. The Plan will also include Proposer's plans to provide communication about the Commercial Waste Zone program after the transition during the full term of the Agreement.
- **Customer Service Plan** (Section VI, Attachment 13.4). The Proposer's plan must include, at a minimum, a description of:
 - (1) Customer service support tools, including but not limited to: a dedicated phone line for receiving customer inquiries, service requests and complaints, which must be actively staffed during normal business hours and have the capability for receiving messages 24 hours a day, seven days a week;
 - (2) A company website, which must contain information regarding the awardee's name, office address, e-mail address, the customer service phone number, the maximum rates that the awardee is authorized to charge, instructions for requesting initial service, and instructions for making customer complaints and service requests;
 - (3) A protocol for promptly addressing customer service requests and complaints;
 - (4) Performance metrics or other methods of measuring customer service, including but not limited to a process for tracking customer service requests and complaints and the awardee's response times for addressing such requests and complaints;
 - (5) Customer service standards, including but not limited to hours of operation and emergency contact protocols;
 - (6) The awardee's plan for addressing the language access needs of customers in the zone, including but not limited to an assessment of the primary languages spoken by customers in the zone and a description of the specific tools used to provide quality customer service to customers with limited English proficiency;
 - (7) A process for customers to contest invoices, request changes to level of service provided, and request changes to costs for service based on changes in amount of waste generated by the customer; and
 - (8) The Proposer's plans, if any, for the set-out of commercial waste in a manner that promotes the city's goals of improving cleanliness, rodent mitigation, order and safety on city sidewalks.

For more details see 16 RCNY Chapter 20-B: Customer Service Requirements (Appendix B).

- **Zero Waste Plan** (Section VI, Attachment 13.5). The Proposer's plan describing practices to support waste reduction, reuse and recycling among commercial establishments within the Zone,

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such as partnerships with local organizations, waste reduction or diversion targets, plans for offering organics collection services to a broad range of establishments within the Zone, customer outreach and education or other practices to further such goals. The Plan must, at a minimum:

- (1) Detail how the Proposer will work with customers to promote compliance with the City's recycling laws and rules, increase the amount and quality of designated recyclable material diverted from the refuse stream, and increase overall diversion through waste reduction, reuse and recycling; and
- (2) Include a protocol for notifying a customer of significant designated recyclable material content in refuse and recommending to the customer steps to improve compliance with the City's recycling requirements and increase diversion of designated recyclable material from the refuse stream.

For more details see 16 RCNY Chapter 20-C: Operations, Delivery of Service (Appendix B).

- **Waste Management Plan** (Section VI, Attachment 13.6). The Proposer's plan describing practices for disposal of commercial waste collected, including but not limited to a description of the transfer, processing or final disposal locations for all materials collected, and specific practices or investments designed to promote the goals of sustainability, reliability and equity in the delivery of waste management services.

The City is in the process of determining the feasibility of making the City's Marine Transfer Stations (MTS's) available to receive commercial waste under the CWZ Program. The Department will provide more information about the availability of MTS's for commercial waste as it becomes available. A Proposer should not list a City MTS as a transfer or processing location for commercial waste in its Waste Management Plan. However, in the Waste Management Plan, the Proposer should inform the Department of the Proposer's interest in utilizing a City MTS in the future, should one become available to accept commercial waste.

In evaluating waste management plans submitted by proposers pursuant to this paragraph, the Department will consider:

- (1) The total vehicle miles expected to be traveled as a result of the proposer's services, including but not limited to, consideration of the proximity of transfer stations or other disposal locations to the Zone, as applicable;
- (2) Whether the commercial waste will be transported to or from a solid waste transfer station by a sustainable mode of transport, such as rail or barge;
- (3) Whether, after considering a solid waste transfer station's history of compliance with applicable local, state and federal laws, the proposer's use of such solid waste transfer station is likely to have an impact on public health or safety; and
- (4) Any other factors that the commissioner deems relevant to promoting the goals of sustainability, reliability and equity in the delivery of waste management services.

For more details see 16 RCNY Chapter 20-C: Operations, Delivery of Service (Appendix B).

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- **Health & Safety Plan** (Section VI, Attachment 13.7). The Proposer's plan detailing compliance with applicable federal, state and local laws and specific practices to further the goals of promoting the health and safety of the general public and the Proposer's employees, including but not limited to the Department's health and safety rules for Awardees. See 16 RCNY Chapter 20-D, Safety Requirements (Appendix B). In the Health and Safety Plan, the Proposer is invited to include commitments to adopt the safety technologies required by the Department's rules in a timeframe that is sooner than required, or to adopt additional safety technologies or protocols beyond the minimum requirements.
- **Air Pollution Reduction Plan** (Section VI, Attachment 13.8). The Proposer's plans, if any, to reduce air pollution and greenhouse gas emissions from commercial waste vehicles, including but not limited to, plans, if any to: provide commercial waste collection services with a fleet comprised of at least 50 percent zero emissions vehicles by 2030, or for any request for proposals issued after 2030, 100 percent zero emissions vehicles by 2040; implement operational best practices; or otherwise utilize zero emissions vehicles in the provision of commercial waste collection services. This should also include the Proposer's plan, if any, to reduce air pollution and greenhouse gas emissions through infrastructure investments, adoption of technologies or other sustainable solutions, including but not limited to, any plans to invest in sustainable facilities or infrastructure for organics and recycling processing.

3. Additional Contract Terms and Obligations of Awardees

Additional contract terms and obligations of Awardees will be set out in the Agreement between the Awardee and the Department. **For reference only**, the following is a summary of some of the additional terms and obligations of Awardees that will be incorporated in the Agreement. For the full set of requirements anticipated for Awardees, see the Template Agreement (Appendix C).

Insurance Requirements

The minimum insurance requirements for a Proposer in accordance with this Part 2 of the RFP are identified in Appendix C: Template Agreement.

Awardees that do not provide proof of compliance with the minimum insurance requirements within ten (10) calendar days of receipt of the Notice of Award may have their Notice of Award revoked by the Department. The Notice of Award will also require the Awardee to return a signed Agreement along with proof of required insurance.

All policies, endorsements, certificates and/or binders shall be subject to approval by the DSNY ACCO as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the DSNY ACCO. The Selected Proposer agrees to provide the Department with a copy of said policies, certificates, and/or endorsements.

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Evidence of all required Insurance in the form of certifications from viable, licensed insurance carrier(s), shall be provided to the Department within at least ten (10) calendar days of receipt of the Notice of Award or of the Department's written request. Failure to provide the required evidence of insurance will result in withdrawal of the award.

Compliance with Local Law 34 of 2007

Pursuant to Local Law 34 of 2007, amending the City's Campaign Finance Law, the City established a computerized database containing the names of any "person" that has "business dealings with the City" as such terms are defined in the Local Law. For the purposes of the database, Proposers are required to complete the attached Doing Business Data Form (Attachment 08) and return it with this proposal and should do so in a separate envelope. If the Proposer is a proposed joint venture, the entities that comprise the proposed joint venture must each complete a Data Form. If the City determines that a Proposer has failed to submit a Data Form or has submitted a Data Form that is not complete, the Proposer will be notified by the Department and will be given four (4) calendar days from receipt of notification to cure the specified deficiencies and return a complete Data Form to the Department. Failure to do so will result in a determination that the Proposal is non-responsive. Receipt of notification is defined as the day the notice is e-mailed or faxed (if the Proposer has provided an e-mail address or fax number), or no later than five (5) days from the date of mailing or upon delivery, if delivered.

Whistleblower Protection

Local Law Nos. 30 and 33 of 2012, codified at sections 6-132 and 12-113 of the New York City Administrative Code, the Whistleblower Protection Expansion Act, protect employees of certain City contractors from adverse personnel action based on whistleblower activity relating to a City contract and require contractors to post a notice informing employees of their rights. Please read Article XXIII of Appendix C: Template Agreement for Solid Waste Management Services for Commercial Waste Zones.

Section 16-1009 of the New York City Administrative Code also contains Whistleblower Protections applicable to employees of designated carters.

Compliance with the Iran Divestment Act

Pursuant to State Finance Law Section 165-a and General Municipal Law Section 103-g, the City is prohibited from entering into contracts with persons engaged in investment activities in the energy sector of Iran. Each Proposer is required to complete the attached Bidder's Certification of Compliance with the Iran Divestment Act, certifying that it is not on a list of entities engaged in investment activities in Iran created by the Commissioner of the NYS Office of General Services. If a Proposer appears on that list, the Department will be able to award a contract to such Proposer only in situations where the Proposer is taking steps to cease its investments in Iran or where the Proposer is a necessary sole source. Please refer to Attachment 05 for information on the Iran Divestment Act required for this solicitation and instructions on how to complete the required form and to <https://ogs.ny.gov/iran-divestment-act-2012> for additional information concerning the list of entities.

HireNYC and Reporting Requirements

The Hiring and Employment Rider describes the HireNYC process and obligations, including reporting requirements throughout the life of the contract. The HireNYC process requires contractors to enroll with the HireNYC system within thirty days after the registration of the contract subject to this solicitation, to provide information regarding all entry to mid-level job opportunities arising from this Agreement and located in New York City, and to agree to interview qualified candidates from HireNYC for those opportunities. The Rider also includes reporting requirements unrelated to HireNYC. (See Attachment 06.) Under this Agreement, both the Awardee and any Designated Carters must participate in the HireNYC process.

Paid Safe and Sick Leave Law

The Earned Sick Time Act, also known as the Paid Safe and Sick Leave Law (PSLL), requires covered employees who annually perform more than 80 hours of work in New York City to be provided with paid sick time. Contractors of the City of New York [or of other governmental entities] may be required to provide sick time pursuant to the PSLL. Section 4.06 of "Additional City Contract Terms," as incorporated into Appendix C: Template Agreement for Solid Waste Management Services for Commercial Waste Zones, incorporates the PSLL as a material term of any Agreement awarded pursuant to this RFP.

Applicable Laws, Rules and Regulations

In performing services under the Agreement, Awardees must be in compliance with all applicable federal, state, and local laws, rules and regulations. Applicable local laws include, but are not limited to:

- Local Law 199 of 2019 (Commercial Waste Zones) (See Appendix A);
- Local Law 145 of 2013 (Vehicle Emission Directive);
- Local Law 146 of 2013 (Commercial Organics Law);
- Local Law 56 of 2015 (Sideguards Requirements);
- All applicable provisions of titles 16-a and 16-b of the Administrative Code; and
- All other applicable laws, including but not limited to, laws relating to waste collection, transport, removal and disposal, environmental protection, antitrust, consumer protection, health and safety, labor and employment, and anti-discrimination protections.

II.F Transition to the Commercial Waste Zones Program

1. Overview

Customer transition will occur during a set period of time following the signing of Agreements (see Section I.I “Anticipated Timeline”). The Department anticipates that the transition to the Commercial Waste Zones Program will occur in multiple phases, with a set number of zones “going live” over the period of approximately two years beginning in 2022. The Department will establish the precise schedule, including a specific start date for each of the 20 Commercial Waste Zones in a future rulemaking. This start date will signal the beginning the “Transition Period” for the Zone.

Once the Transition Period for a particular Zone begins, customers may only make new service agreements with carters authorized to operate in their Zone. The Department will also establish a Final Implementation Date for each Zone, which will signal the end of the Transition Period for that Zone. It is estimated that the Transition Periods will be approximately 120 days long. The Department may select different start dates and end dates for the Transition Periods for different Zones; therefore, Transition Periods for different zones may overlap with one another. The Department will also establish a Transition Period Start Date and Final Implementation Date for the containerized commercial waste awards.

NOTE: The Department will promulgate rules establishing the start and end dates for each Transition Period after the release of Part 2 of this RFP, but before entering into Agreements with Awardees.

2. Customers Must Select a Zone Awardee by the Deadline

The City will notify commercial establishments of the Awardees that have been selected for their Zone and inform them of customers’ rights and responsibilities under the CWZ system.

Every commercial establishment must enter into a written service agreement either a Zone Awardee and/or a containerized commercial waste Awardee to provide all commercial waste collection services for the commercial establishment by the Final Implementation Date for the Zone. If the commercial establishment chooses a containerized commercial waste awardee and the contract with the containerized commercial waste Awardee does not cover the totality of the commercial establishment’s commercial waste, the commercial establishment must contract with a Zone Awardee for the remainder. However, a commercial establishment must not enter into an agreement for the commercial waste collection services with more than one zone Awardee selected for the zone.

Note: commercial establishments registered by the Business Integrity Commission to haul their own commercial waste are exempt from the requirement to select an Awardee.

3. If a Commercial Establishment Fails to Select an Awardee by the Deadline

If a commercial establishment fails to enter into a written agreement with either a Zone Awardee selected for the Zone or a containerized commercial waste Awardee by the Final Implementation date for the Zone, the Department will assign a Zone carter to the commercial establishment.

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In such a case, the Awardee will provide refuse collection service at the minimum level of service required by the Department's rules (see 16 RCNY § 20-22, Appendix B) at the maximum rates the Awardee is authorized to charge pursuant to the Awardee's agreement with the Department, unless and until the customer and the Awardee negotiate alternative terms.

The commercial establishment will have 30 days after the assignment is made by the Department to select a different Zone Awardee or a containerized commercial waste Awardee. Further details regarding the assignment of customers are provided in the Department's rules, Appendix B.

4. Commencement of Services

Commencement of services will begin on the start date of the Agreement between the Awardee and the Department issued pursuant to the RFP.

It is anticipated that in all cases, the start date of the Agreement between an Awardee and the Department will coincide with the start date of the Transition Period for the Zone for which the Awardee has been selected.

The initial term of each Agreement will be 10 years, inclusive of the Transition Period.

If an Awardee is selected for multiple Zones, the Department will determine whether the Zone Transition Period start dates are the same for all of the Zones for which the Awardee has been selected. If the Awardee has been selected for multiple Zones with different Zone Transition Period start dates, the Department will issue multiple Agreements to the Awardee, so that in each case, the start date of the Agreement and the start date Zone Transition Period is the same.

In the case of an Awardee that has been selected for containerized commercial waste collection Citywide, the start date of the Agreement with the Department will coincide with the start date of the Transition Period determined for containerized commercial waste awards. If a single Awardee is issued awards for both Zone collection and containerized commercial waste collection Citywide, the Department will combine awards into one or more Agreement, based on the start dates of the relevant Transition Periods, such that the start date of the Agreement and the commencement of services will coincide with the Transition Period start date.

5. Obligations of Awardees During the Transition Period

The obligations of the Awardee during the Transition Period are as follows:

- **Full Compliance With Minimum Requirements on Day 1:** Beginning on the start date of the Transition Period, which is the same as the start date of the Agreement, the Awardee will be expected to be in full compliance with all minimum program requirements for Awardees, as summarized in Section II.E.1 (Overview of Minimum Program Requirements) of this RFP Part 2 and provided in full in LL 199 (Appendix A) and the Department's rules (Appendix B). Awardees will also be required to meet all contractual obligations that commence on the Transition Period start date under the Agreement with the Department (Appendix C). As Awardees enter into

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customer service agreements with customers during the Transition Period, such customer service agreements must reflect all such minimum program requirements for Awardees.

- **Timeframe for Implementing Awardee's Plans**: As explained in Section II.E.2 (CWZ Plans), it is expected that Awardees will commit to meeting performance standards above and beyond the minimum program requirements, as reflected in their Plans and incorporated in their Agreements with the Departments. It is fully appropriate for such additional commitments to contain scaled timeframes for implementation of goals that extend beyond the Transition Period. For example, an Awardee may commit to adopting a certain percentage of electric vehicles years after the contract start date.
- **Coordination with the Department**: During the Transition Period, Awardees will be expected to attend recurring progress meetings with the Department to review the status of the transition, evaluate issues that arise, and resolve problems. Each Awardee must appoint a designated project manager to serve as primary point of contact with the Department. Further details regarding the obligations of Awardees to communicate with the Department during the Transition Period can be found in the Template Agreement (Appendix C).
- **Worker Safety Training**: LL 199 requires that every Awardee ensure that any designated carter that will be providing commercial waste collection services under the Awardee's Agreement with the Department provide a worker safety program to its employees. Every worker employed by the designate carter must receive the required worker safety training no later than 180 days after the date the Awardee enters the agreement with the Department. Please be advised that this 180 day statutory deadline may fall either before the start date of the Transition Period and the commencement of services, or may fall during the Transition Period, depending on the timing of whether a particular Awardee's Agreement is signed in relation to the Transition Period start date for the Awardee's zone or zones. However, it is strongly encouraged that worker safety training be completed before commencement of services to further the safety goals of LL 199 and the Commercial Waste Zones program.

6. Enforcement Against Carters Not Awarded Contracts

Any carters that are not awarded a contract for a Zone who are operating lawfully under existing contracts with customers may continue to operate under such contracts until the end of the Transition Period for the Zone. These carters must continue to obey any applicable BIC regulations, including the citywide rate cap, during the Transition Period. Geographic restrictions on movement in and out of the Zone will not be enforced until the end of the zone Transition Period. Carters that are not selected for each Zone will be prohibited from continuing to provide service to customers in that Zone after the end of the Transition Period, and they will be subject to civil and/or criminal penalties for violating Department rules.

7. Application of BIC Rules

Please note that while some of the minimum requirements for commercial waste zone carters are similar to existing Business Integrity Commission (BIC) requirements for trade waste licensees, many of the requirements have changed to meet the standards set out in Local Law 199. The requirements in BIC's rules for trade waste licensees will continue to apply until the transition of the commercial waste zones

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program occurs in each zone, in accordance with the schedule and further details to be provided in an upcoming DSNY rule.

After the transition to commercial waste zones occurs, most of BIC's requirements will not apply to commercial waste Awardees, but will continue to apply to licensees and registrants that are hauling forms of trade waste other than commercial waste, such as construction and demolition debris. However, certain requirements in BIC rules, such as requirements for licensing, character and fitness standards and certain safety requirements, will continue to apply to commercial waste zone Awardees after the commercial waste zones program is implemented. More details regarding the applicability of BIC rules to the commercial waste zones program will be provided in future rulemakings.

SECTION III: PROPOSAL EVALUATION AND CONTRACT AWARD PROCEDURES

This section describes how the Department will evaluate proposals, select Awardees, and enter into Agreements under this RFP. It also describes post-award requirements. For the estimated timeframe for the overall RFP process, please see Section I.I of the RFP Part 2, "Anticipated Timeline."

III.A Evaluation Procedures

Proposers will only be evaluated after Proposers' RFP Part 2 submissions are received by the Department. The Proposal must contain all documentation required under Section V.A How to Prepare Your Proposal Package of this Part 2 of the RFP. All the required forms, attachments, and plans must be fully completed, and application requirements met at the time of submission. Upon review, the Department, at its discretion, may notify a Proposer that additional information or clarification is necessary.

All timely and complete proposals that meet all Minimum Qualifications and Requirements for Submission of this Part 2 of the RFP (See Section I.H of this RFP Part 2) will be comprehensively evaluated, rated, and ranked by an Evaluation Committee based on the Evaluation Criteria prescribed in Section III.B of this RFP Part 2. The Evaluation Committee will evaluate each Proposal, taking into account the information provided in the Proposal, references, and any other relevant information available to the Department such as, but not limited to, any records available to BIC or other governmental authorities. Where a Proposer selects multiple Zones, the Evaluation Committee will evaluate the Proposer's qualifications for each Zone separately. Likewise, where a Proposer applies for a Citywide containerized commercial waste collection award, the Evaluation Committee will review the Proposer's qualifications for containerized commercial collection separately from its application for Zone awards, if any.

The Department may conduct site visits of facilities the Proposer intends to use under the Agreement, conduct interviews of Proposers, or request that Proposers make presentations and/or demonstrations as the Department deems necessary and appropriate. Although discussions may be conducted with Proposers submitting acceptable proposals, the Department reserves the right to determine Awardees on the basis of

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initial proposals received, without discussions; therefore, the Proposer's initial Proposal should contain its best programmatic, technical, and price terms. The Selected Proposers will be chosen from among the highest rated and ranked proposals.

The Department may disapprove the inclusion of any member of a Proposer's team, joint venture, or subcontractors and/or require the selected Proposer to substitute other individuals or firms.

The Department may award the right to operate in multiple Zones in Agreements with Proposers, consistent with Local Law 199 of 2019, but no more than the Department believes the Proposer is able to reasonably provide service for under the Scope of Services based on the Proposer's financial standing and Proposal details. The Department will determine the maximum number of Zones a Proposer is able to serve, and/or the Proposer's ability to perform containerized commercial waste services Citywide, based on the Proposal materials and any other relevant information the Department obtains prior to the determination.

III.B Evaluation Criteria

All timely and complete RFP Proposals from Proposers who meet the Minimum Qualifications and Requirements for Submission of this Part 2 of the RFP (Section I.H) will be evaluated according to the following Evaluation Criteria, consistent with the requirements of Section 16-1002(b) of the Administrative Code (See LL 199, Appendix B). Please note that all designated carters will also be evaluated under the same criteria, where applicable.

1. Capacity and Operations (30%) *(Please note that each of the following will be evaluated holistically and each point may not necessarily count equally)*

- **Experience:** A Proposer's experience with providing commercial waste collection services will be evaluated, including but not limited to: the number and locations of existing customers, existing routes, the Proposer's specific experience operating in NYC. Proposers applying for Zone awards will also be evaluated based on their prior experience in the geographic area of the Zone or Zones for which the Proposer is applying. Proposers that are applying for a containerized commercial waste collection award will be evaluated based on their relevant experience collecting containerized commercial waste in NYC. Proposers will also be evaluated based on similar experience and performance of services outside of NYC, where relevant. In addition, Proposals will be evaluated based on the specific experience of the Proposer's key team members to perform the range of services required to service each Zone for which the Proposer is applying or for containerized commercial waste collection, where applicable. Experience in collecting and marketing recyclables and organics will also be considered.
- **Capacity, Financial and Business Information:**
 - A Proposer will be evaluated based on the nature and frequency of the commercial waste collection services proposed and the Proposer's plan for ensuring that the proposer has the ability and adequate capacity to provide such services within the Zone or Zones for which the Proposer is applying, or Citywide, in the case of proposals for containerized commercial

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waste collection. Specifically, the Proposer will be evaluated based on the following elements in comparison to the Proposer's ability to meet its obligations under the Agreement and provide the services proposed, while remaining in full compliance with all applicable laws, including but limited to LL 199 and the Department's rules, and all applicable environmental, safety, labor and employment laws:

- The Proposer's financial strength, including net worth, profitability, debt to equity ratio, liquidity, and access to credit;
 - The Proposer's organizational structure and size, including its current workforce size and its staffing plan to ensure continuity and safety in the delivery of services;
 - The Proposer's existing fleet and facilities, physical assets and other relevant infrastructure; and
 - The Proposer's plans to acquire additional trucks, physical assets or infrastructure or to hire additional staff as needed to meet the market needs in the Zone or Zones for which the Proposer is applying and/or to meet the market needs for containerized commercial waste collection Citywide, as applicable.
- The Department will evaluate how well the Proposer has self-assessed its capabilities, inclusive of the Department's determination of scale-up capabilities. The Department may evaluate the Proposer's assets, bank or other lender references, and current commitments in order to assess the Proposer's capacity to secure transition and permanent financing, meet lender's equity requirements, absorb any cost overruns, provide transition scale-up in a timely manner, and provide continuous service for the duration of the contract.
 - Compliance History: A Proposer will be evaluated for history of compliance with existing federal, state and local laws, including but not limited to, laws relating to waste collection, transport, removal and disposal, environmental protection, antitrust, consumer protection, health and safety, labor and employment, and anti-discrimination protections, specifically considering historical records of CDL violations, workers' compensation cases, and any history of injuries and fatalities in the last three (3) years.

2. Technical Proposal (CWZ Plans) (35%)

- CWZ Plans: As described in Section II.E.2, Proposers must submit a series of Plans as part of their responses to Part 2 of this RFP. Each Plan will be evaluated during the RFP selection process and then will be incorporated into the Agreement that the Proposer enters into with the Department, subject to requested changes by the Department during the negotiation process.

The Department's review of each Plan will follow the evaluation criteria specific to such Plan as set out in Section II.E.2 of this RFP Part 2 (CWZ Plans), in accordance with the requirements of Section 16-1002(b) of the Administrative Code (See LL 199, Appendix A) and the Department's rules (Appendix B). For each required Plan, Proposers will be evaluated based

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on the quality, completeness, feasibility and reasonableness of the proposed approach. Such evaluation will consider the Plan's compliance with the minimum program requirements and the degree to which the Plan exceeds the minimum requirements. Plans that include specific operational approaches or investments in personnel, equipment or infrastructure intended to further the Goals and Objectives of the Commercial Waste Zones program set forth in LL 199 and as stated in this RFP Part 2 Section II.A will be viewed more favorably. The Department will give particular attention to affirmative steps the Proposer has already taken or is in the process of taking toward meeting any proposed commitments.

3. Price Proposal (35%)

- ***Price Proposal:*** The pricing structure proposed in the Proposal will be evaluated based on the competitiveness of the prices proposed in comparison with other Proposals received for the Zone proposed upon or for containerized commercial waste services, as applicable. Where the Proposer is applying for multiple Zones, each pricing proposal will be evaluated separately. The proposed pricing structure must conform to all applicable requirements described in Section II.E.1.1, LL 199 (Appendix A), and the Department's rules (Appendix B). As required by LL 199, Proposals that include lower rates for organics and recycling collection than for refuse collection services will be viewed more favorably. The Department strongly prefers that the rate for Recyclable materials and the rate for Organic Waste each be at least 30% lower, relative to the rate for Refuse.

Any additional fees proposed will also be comparatively evaluated. Please note that all fees must be authorized under the Department's Rules (See Appendix B).

The Department will consider the reasonableness of the proposed maximum rate schedule in relation to the Proposer's ability to provide reliable commercial waste collection services in accordance with all requirements of the Agreement and in full compliance with all applicable laws. The Department's assessment of the reasonableness of the proposed rate schedule will include a consideration of market conditions and any additional proposed commitments beyond the minimum program requirements stated in the Proposal.

III.C Basis for Agreement Award

Agreements will be awarded to the Proposers determined to be responsible whose proposals are timely and complete and are determined to represent the best value to the City by optimizing quality, cost, and efficiency, and are therefore the most advantageous to the City by best providing for the efficient and orderly removal of commercial waste, taking into consideration the Evaluation Criteria in Section III.B of this Part 2 of this RFP, the City's Goals and Objectives (Section II.A), and the requirements of LL 199.

Award of an Agreement shall be subject to the timely completion of Agreement negotiations between the Department and the Selected Proposer. The Department shall only enter into an Agreement pursuant to NYC Administrative Code § 16-1002(a) with an Awardee that has obtained a license issued by BIC on or before the date of such Agreement.

III.D Process for Selection and Negotiation of Agreements

Awards will only be made after Proposers' Part 2 submissions are received and evaluated by the Department.

During the evaluation process, the Department will determine the number of Zones to award each of the qualified and responsive Proposers so that sufficient coverage is provided to all Zones.

There will be a maximum of three Awards for each of the 20 geographic Zones, as well as up to five awards for containerized commercial waste collection services citywide, with a total of up to 65 awards.

A single Awardee may be selected for multiple Zones, and an Awardee may be selected for Zone service and for containerized commercial waste collection services citywide. However, the maximum number of awards a single Awardee may be granted is 15 commercial waste zone Awards plus one Award for collection of containerized commercial waste services Citywide.

The Department may award fewer than the maximum number of available Awards if there are fewer than three qualified Proposers for each designated Zone and/or fewer than five qualified Proposers for containerized commercial waste collection services citywide.

At any time (including after awards have been made and after contracts have been assigned), the Department may issue an award for a Zone to a Proposer that did not request that specific zone in its Proposal if the Department deems such award necessary in the best interest of the City. Prior to making such a determination, the Department may request information from a Proposer regarding the Proposer's capacity, proposed pricing, or other zone specific information.

Once the Awards have been determined, the Department will issue a selection notice to each Awardee. The selection notice will list the Commercial Waste Zone or Zones that the Awardee has been awarded, and/or notice that the Awardee has been selected for a citywide containerized commercial waste award.

The Department and the Awardee will then negotiate the Agreement. The Awardee will be held to any commitments proposed within its Proposal, including the pricing structure and the Plans, in the final awarded Agreement, although the Department reserves the right to negotiate specific aspects of the Proposal prior to entering into the final Agreement with the Awardee.

III.E Post-Award Documentation

Additional documents will be required of the Proposers during Agreement negotiation, once the Awards for Zones and containerized commercial waste collection have been awarded. These documents include, but are not limited to, Certificate of Insurance (see Section II.E.3 of this RFP Part 2) and an Emergency Action Plan to be developed in partnership with the Department.

III.F Execution and Registration of Agreements

After negotiation, the Department and the Awardee will then finalize and execute the Agreement, subject to Department approval of post-award documentation described in Section III.E of this RFP Part 2,

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permitting the Awardee to provide commercial waste collection services within the zone or zones for which the Awardee has been selected, and/or for containerized commercial waste collection services from any commercial establishment within the city of New York as set forth in such agreement.

Upon execution of the Agreement by the Department and the Awardee, the Department will submit the Agreement for registration with the New York City Comptroller, which may delay the eventual start date of each Agreement. The Department will strive to enter into all Agreements at the same time, but will phase the Transition Periods for the Zones to ensure a smooth transition citywide, as described in Section II.F of this RFP Part 2 (Transition to the Commercial Waste Zones Program).

As explained more fully in Section II.F.4, the Department may enter into multiple Agreements with a single Awardee pursuant to this RFP, in an instance where the Awardee has been selected to operate in more than one Zone or where the Award has been selected to provide containerized commercial waste collection services Citywide.

SECTION IV: GENERAL INFORMATION FOR PROPOSERS

IV.A Complaints

The New York City Comptroller is charged with the audit of contracts in New York City. Any Proposer who believes that there has been unfairness, favoritism or impropriety in the Proposal process should inform the Comptroller, Office of Contract Administration, 1 Centre Street, Room 727, New York, NY 10007; contract@comptroller.nyc.gov, or at (212) 669-2323. In addition, the New York City Department of Investigation should be informed of such complaints at its Investigations Division, 80 Maiden Lane, New York, NY 10038; the telephone number is (212) 825-5959.

IV.B Applicable Laws

This Request for Proposals and the resulting contract award(s), if any, unless otherwise stated, are subject to all applicable local, state, and federal laws, rules and regulations. A copy of the PPB Rules may be obtained by contacting the PPB at (212) 788-0010 or at: <http://www.nyc.gov/html/mocs/ppb/html/home/home.shtml>.

IV.C Additional City Contract Terms

Contracts shall be subject to additional City contract terms, as incorporated into Appendix C: Template Agreement for Solid Waste Management Services for Commercial Waste Zones.

IV.D Accuracy of RFP and Related Documents

The Department assumes no responsibility for the completeness, or the accuracy of specific technical and background information presented in the RFP, or otherwise distributed or made available during the procurement process. In addition, the Department will not be bound by or be responsible for any explanation or interpretation of the proposed documents other than those given in writing by the Department through the issuance of addenda. In no event may a Proposer rely on any oral statement by the Department, or its agents, advisors or consultants.

IV.E Personal Investigations

Proposers to this RFP shall satisfy themselves through personal investigation and by such other means as may be deemed necessary concerning the conditions which may affect delivery of the proposed contract services, finalization of the Agreement and subsequent delivery of the contracted services, as well as their costs. No information derived from any part of this RFP shall relieve the Proposer from any risk or from fulfilling the provisions of the Agreement.

IV.F Conflict of Interest

All Proposers must disclose with their Proposals the name of any officer, director or agent who is also an employee of the City. Further, all firms must disclose the name of any City employee who owns, directly or indirectly, an interest of ten (10%) percent or more in the firm or any of its subsidiaries or affiliates.

IV.G Contract Award

Contract award is subject to each of the following applicable conditions and any others that may apply: New York City MacBride Principles Law; submission by the Proposer of the requisite New York City Department of Small Business Services/Division of Labor Services Employment Report and certification by that office; submission by the Proposer of the requisite PASSPort Questionnaires/Affidavits of No Change and review of the information contained therein by the New York City Department of Investigation; all other required oversight approvals; and applicable provisions of federal, state and local laws and executive orders requiring affirmative action and equal employment opportunity.

IV.H Proposer Appeal Rights

Pursuant to New York City's Procurement Policy Board Rules, Proposers have the right to appeal Department non-responsiveness determinations and Department non-responsibility determinations and to protest a Department determination regarding the solicitation or award of a contract.

IV.I Confidential, Proprietary Information or Trade Secrets

Proposers should give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification of why such

materials, should not be disclosed by the City. Such information must be easily separable from the non-confidential sections of the Proposal. All information not so identified may be disclosed by the City.

IV.J RFP Postponement/Cancellation

The Department reserves the right to postpone or cancel this RFP, in whole or in part, and to reject all proposals.

IV.K Proposer Costs

Proposers will not be reimbursed for any costs incurred to prepare proposals.

IV.L PASSPort Fees

Pursuant to PPB Rule 2-08(f)(2), the Proposer will be charged a fee for the administration of the PASSPort system, including the Vendor Name Check Process, if a Vendor Name Check review is required to be conducted by the Department of Investigation. The Proposer shall also be required to pay the applicable fees for any of its subcontractors for which Vendor Name Check reviews are required. As the estimated value for each contract resulting from this RFP is estimated to be above \$1,000,000, the fee will be \$350.

IV.M Charter Section 312(a) Certification

 X The Department has determined that the contract(s) to be awarded through this Request for Proposals will not result in the displacement of any New York City employee within this Department. See attached Displacement Determination Form.

 The Department has determined that the contract(s) to be awarded through this Request for Proposals will result in the displacement of New York City employee(s) within this Department. See attached Displacement Determination Form.

 The contract to be awarded through this Request for Proposals is a task order contract that does not simultaneously result in the award of a first task order; a displacement determination will be made in conjunction with the issuance of each task order pursuant to such task order contract. Determinations for any subsequent task orders will be made in conjunction with such subsequent task orders.

Agency Chief Contracting Officer

Date

SECTION V: INSTRUCTIONS FOR HOW TO RESPOND TO THIS RFP PART 2

This section provides instructions to Proposers about how to prepare and submit a response to this RFP Part 2. The RFP Part 2 response that Proposers must submit is referred to throughout as the "Proposal Package." Please note that the actual forms that must be filled out that make up the Proposal Package are contained in Section VI (RFP Part 2 Response (Proposal Package) - To Be Filled Out By Proposers).

Failure to comply with any of the instructions herein may make the Proposal non-responsive or may result in the Proposal not receiving full possible evaluation points (see Section III.B of this RFP Part 2 ("Evaluation Criteria")).

Prior to responding to this RFP Part 2, Proposers should carefully read the entire RFP Part 2 document, with particular attention to Section I (Introduction), Section II (How the Commercial Waste Zones Program Will Operate for Awardees), Section III (Proposal Evaluation and Contract Award Procedures), Section IV (General Information for Proposers) and Appendices A through D, in order to understand the full set of obligations that Selected Proposers will be required to meet and the process for selection.

Please note that only Proposals from Proposers who meet the minimum qualifications in Section I.H and who have attended at least one Pre-Proposal conference (see Section I.F) will be considered.

V.A How to Prepare Your Proposal Package

The Proposal Package is comprised solely of responses to the forms contained in Section VI of this RFP Part 2. Please note that some of the required forms ask for supplemental documentation that the Proposer must include.

In order to In order to prepare a complete response to this RFP Part 2, Proposers must fill out all forms contained in Section VI (Attachments 01 through 14) and format and compile the forms for submission by following the instructions in this Section.

Please note that some of the required forms ask for supplemental documentation, which should also be included in the Proposal Package, where noted.

1. What Must Be Included in the Proposal Package?

The required forms that make up the Proposal Package are found in Attachments 01 through 14 of Section VI of this RFP Part 2. In order to facilitate the Department's evaluation of the Proposals, the required forms are grouped as follows:

1. Program Information (Attachments 01 through 08)
2. Capacity and Operations Proposal (Attachments 09 through 12)

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3. Technical Proposal: CWZ Plans (Attachment 13)

4. Pricing Proposal (Attachment 14)

Specific instructions for how to fill out each of the required forms are provided on the forms themselves in the Attachments to Section VI.

For information on how the Department will evaluate the information provided in the forms, please see the Evaluation Criteria in Section III.B. In addition, where possible, Proposers should highlight in their responses how their approach to the collection of commercial waste will further the City's Goals and Objectives, as described in Section II.A.

If the Proposer is awarded an Agreement as a result of this RFP, it will be held to any commitments proposed within the Proposal Package in the final awarded contract, although the Department reserves the right to negotiate specific aspects of the Proposal prior to entering into the Agreement with the Selected Proposer. The Proposer should give particular attention to commitments made in the Technical and Pricing Proposals, which will be carried over to the Agreement as Exhibits.

2. How to Update Your Part 1 Response

When submitting a Proposal in response to Part 2 of the RFP, all information submitted in response to Part 1 of the RFP must be updated if such information has changed by following the instructions in Attachments 01 through 14 of Section VI.

3. What to Do if You are Applying For Multiple Zones

Each Proposer may only submit *one* Proposal Package, regardless of the number of Zones applied for. If a Proposer is submitting Proposals for more than one Zone, the Proposer should *not* submit multiple Proposal Packages. Zone-specific information will be asked for in the Proposal Package forms as needed.

In the Proposal Package forms, each Proposer will be required to specify which Zone or Zones it wants to be considered for and/or whether it wants to be considered for collection of containerized commercial waste services citywide.

Proposers should inform the City as to the maximum number of Zones they have the ability to service, and they may rank their preferences for which Zones they wish to service. The Department will award Zones based upon the best interests of the City.

4. What to Do if You are Applying For a Containerized Commercial Waste Award

If a Proposer is submitting a Proposal for a Containerized Commercial Waste Award in addition to one or more Zone Awards, the Proposer should *not* submit a separate Proposal Package for the Containerized Commercial Waste Award. Information specific to the Containerized Commercial Waste Citywide awards will be asked for in the Proposal Package forms as needed.

5. What to Do if You are Using Subcontractors

Under the Commercial Waste Zones program, subcontractors are viewed in two categories:

- a) Designated Carters - subcontractors that are performing commercial waste collection services under the Agreement.
- b) All other subcontractors - subcontractors that are not performing commercial waste collection services under the Agreement.

If you are planning to use subcontractors, carefully read section II.E.1.2 for details regarding limitations on and requirements for each type of subcontractor under the program.

As you fill out the required forms in the Proposal Package, read and follow the directions provided within each form regarding when and how to provide information on subcontractors (see Section VI).

6. How to Format and Assemble Your Proposal Package for Submission

a. General

Each Proposer must ensure that the Proposal Package is complete, by filling out all forms contained in Attachments 01 to 14 (Section VI) and appending all required documentation. All forms must be completed by following the instructions in each Attachment and as described in this Section. Information provided that does not follow the instructions in the Attachment or that is provided in an incorrect format may result in the information not being considered by DSNY.

The Department strongly recommends that Proposers use the **Proposal Package Checklist**, contained in Section VI, to ensure that all required forms are included, along with the additional documentation, where required.

b. Filling Out the Proposal Package Forms

Proposers must fill out all required Proposal Package forms by typing electronically, using the “fillable” PDF and Microsoft Excel versions of the forms, as applicable in Attachments 01 through 14 of Section VI. All required Proposal Package forms contained in Attachments 01 through 14 of Section VI may be accessed in “fillable” PDF and Microsoft Excel versions at nyc.gov/commercialwaste under the “Request for Proposals” section.

Handwritten submissions will not be accepted. Scanned or photocopied versions of the required forms in the Proposal Package will not be accepted, although scanned or photocopied versions of supporting documentation is permissible.

When filling out the forms, all fields must be populated. If a field does not apply, populate with “N/A” to signify it does not apply, rather than leaving it blank.

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Some of the questions will ask for a narrative response. If you are attaching additional pages for your narrative response, the extra pages should be typed and labeled with the Attachment and question number. Proposers may provide narratives in bulleted response format. The Proposal will be evaluated on the basis of its content, not length. Please follow all limitations on characters and page numbers, where provided.

A Note About the Price Proposal:

The Price Proposal consists of Attachment 14, which must be completed in Microsoft Excel format (template can be found on DSNY's website at nyc.gov/commercialwaste under the "Request for Proposals" section). The Proposer should complete the pricing tables presented in this Attachment as part of a complete Proposal Package.

c. Assembling the Proposal Package

The Proposal Package must be submitted in hard copy and electronic form. Each type of submission must be formatted and compiled as follows:

- **Preparing the Hard Copy Submission:**

- Two hard copies should be submitted, including one original with seals and inked signatures.
- Each copy should be formatted as follows:
 - Each submission section of the hard copy Proposal Package should be provided with titled sections (dividers are recommended) corresponding with the RFP Proposal Package Template found at nyc.gov/commercialwaste under the "Request for Proposals" section.
 - Each hard copy should be provided in a three-ring binder.
 - The Proposal Package should be printed on both sides of 8 ½" x 11" paper.
 - All pages should be numbered.
 - The Department requests that all Proposals be submitted on paper with no less than 30% postconsumer material content, i.e. the minimum recovered fiber content level for reprographic papers recommended by the Environmental Protection Agency (for any changes to that standard please consult: <https://www.epa.gov/smm/comprehensive-procurement-guidelines-paper-and-paper-products>).

- **Preparing the Electronic Submission:**

- Six (6) USB drives containing electronic versions of the Proposal should be submitted and compiled as follows:
 - The Electronic copy of the Proposal Package should correspond exactly with the structure of folders/files in the Part 2 of the RFP Proposal Package Template found at nyc.gov/commercialwaste under the "Request for Proposals" section.
 - Ex: If the Proposal Package Template file was provided in a PDF, a PDF should be included in the submission.
 - Each Attachment or Attachment subsection should be saved as a single file, appending any additional documentation into such corresponding file.
 - Each file name, as found in the Template, should be followed by: "[Proposer Name]"

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- Ex: If the Template file is titled “Att 01_Proposal Cover Letter with Checklist_[Proposer Name]”, the file in the Carter123’s Proposal Package should be named: “Att 01_Proposal Cover Letter with Checklist_Carter123”.
- All pages within documents should be numbered.
- The Proposal Package (hard copies and electronic copies), including any and all materials submitted in response to this RFP, should be submitted in an envelope that includes Proposer’s complete name and return address. Such outer envelope or wrapper must be addressed as follows:

Proposer’s Name Proposer’s Address Re: Commercial Waste Zones – Part 2 of the RFP PIN: 82720AD0038	To: Kirk Eng NYC Department of Sanitation Agency Chief Contracting Officer 44 Beaver Street, 2 nd Floor Room 201 New York, NY 10004
---	--

V.B How to Submit Your Proposal Package to DSNY

Part 2 of the RFP Due Date and Time and Location

Proposal Due Date:

Date: MARCH 17, 2022

Time: 4:00PM

Proposals submitted in response to Part 2 of the RFP must be submitted by mail or by personal delivery to:

Kirk Eng
NYC Department of Sanitation
Agency Chief Contracting Officer
44 Beaver Street, 2nd Floor
Room
New York, NY 10004

Electronic (e-mail), Telegraphic, Mailgram, or faxed Proposals will not be accepted by the Department.

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Hand-carried Proposals may be delivered to the aforementioned address ONLY between the hours of 9:00AM-4:30PM, Mondays through Fridays, excluding holidays observed by the Department. Please leave extra time to pass through the security checkpoint at the entrance to the building.

Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service (see Section V.A.6). The Department will not provide confirmation of receipt of a Proposal, except at the request of the Proposer.

Proposals received after the Proposal Due Date and Time are late and will not be accepted by the Department, except as provided under the New York City Procurement Policy Board (PPB) Rules.

The Department will consider requests made to the authorized ACP to extend the prescribed Due Date and Time for Proposals. However, unless the Department issues a written addendum to this RFP that extends such Due Date and Time for all Proposers, the initial prescribed Due Date and Time shall remain in effect.

The Department shall not be responsible for any delay in mailing or delivery of the Proposals.

SECTION VI: RFP PART 2 PROPOSAL PACKAGE – TO BE FILLED OUT BY PROPOSERS

This Section contains all required forms that constitute the Proposal Package that must be submitted as a response to this RFP Part 2.

Proposers must fill out all required Proposal Package forms contained in Attachments 01 through 14 of this section. Proposers must fill out each form by typing electronically, using the “fillable” PDF and Microsoft Excel versions of the forms, as applicable, following the instructions provided in each form. All required Proposal Package forms contained in Attachments 01 through 14 of Section VI may also be accessed in “fillable” PDF and Microsoft Excel versions at nyc.gov/commercialwaste under the “Request for Proposals” section.

Instructions on how to format and assemble the completed Proposal Package are provided in Section V of this RFP Part 2.

Any references to “you” in any instructions given throughout this RFP Part 2 document refer to the Proposer (firm or joint venture).

All Proposers must carefully read Sections I through IV and Appendices A through C of this RFP Part 2 document prior to responding to this RFP Part 2 to fully understand the requirements of Awardees selected pursuant to this RFP.

The required Proposal Package forms are as follows:

1. Program Information:

- Attachment 01 - Proposal Cover Letter with Checklist (PDF)
- Attachment 02 - Certification of Compliance with Minimum Qualification Requirements (PDF)
- Attachment 03 - Certification of Authority Affidavit (PDF)
- Attachment 04 - Acknowledgement of Addenda (PDF)
- Attachment 05 - Iran Divestment Act Compliance Certification and Rider for NYC Contractors (PDF)
- Attachment 06 - Hiring and Employment Rider: HireNYC and Reporting Requirements (PDF) (read only)
- Attachment 08 - Doing Business Data Form (PDF)

2. Capacity & Operations Proposal:

- Attachment 09 - Proposer’s Experience (PDF)
- Attachment 10 - History of Compliance (PDF)
- Attachment 11 - Financial and Business Information (PDF)
- Attachment 12 - Capacity and Services (PDF)

3. Technical Proposal (CWZ Plans):

- Attachment 13 - CWZ Plans (PDF)

4. Price Proposal:

- Attachment 14 - Maximum Rate Schedules Form (Microsoft Excel)

ATTACHMENT 01 - PROPOSAL COVER LETTER WITH CHECKLIST

TITLE: **Solid Waste Management Services for Commercial Waste Zones** - To provide commercial waste hauling services for 20 established Commercial Waste Zones (CWZ) and containerized commercial waste citywide. Services include Refuse, Recycling and Organic Waste collection, Transport and Removal from commercial establishments.

PIN: 82720AD0038, **E-PIN:** 82721P0001

Proposer:

Firm or Joint Venture Name: _____

Address: _____

Tax Identification #: _____

Proposer's Contact Person:

Name: _____

Title: _____

Telephone #: _____

Email: _____

Proposer's Authorized Representative:

Name: _____

Title: _____

Signature: _____

Date: _____

RFP PART 2: PROPOSAL PACKAGE & ATTACHMENT CHECKLIST

Proposers are encouraged to use this checklist to confirm that all required forms and supporting documents are included.

For each Designated Carter listed by the Proposer as a Subcontractor, the Proposer must ensure all questions specific to Designated Carters are answered within the appropriate Attachments, and that all requested supporting documentation are provided, such as but not limited to their BIC trade waste removal license, history of compliance, and financial and business information.

1. Program Information

Required Forms	Completed Form
Attachment 01: Proposal Cover Letter with Checklist	<input type="checkbox"/>
Attachment 02: Certification of Compliance with Minimum Qualification Requirements	<input type="checkbox"/>
Attachment 03: Certification of Authority Affidavit	<input type="checkbox"/>
Attachment 04: Acknowledgment of Addenda	<input type="checkbox"/>
Attachment 05: Iran Divestment Act Compliance Certification and Rider for NYC Contractors	<input type="checkbox"/>
Attachment 06: Hiring and Employment Rider: HireNYC and Reporting Requirements	Read Only
Attachment 08: Doing Business Data Form	<input type="checkbox"/>

2. Capacity and Operations

Required Forms	Completed Form
Attachment 09: Proposer's Experience	<input type="checkbox"/>
Attachment 10: History of Compliance	<input type="checkbox"/>
Attachment 11: Financial and Business Information	<input type="checkbox"/>
Attachment 12: Capacity and Services	<input type="checkbox"/>

3. Technical Proposal (CWZ Plans)

Required Forms	Completed Form
Attachment 13.1: Subcontracting Plan	<input type="checkbox"/>
Attachment 13.2: Customer Transition Plan	<input type="checkbox"/>
Attachment 13.3: Education and Outreach Plan	<input type="checkbox"/>
Attachment 13.4: Customer Service Plan	<input type="checkbox"/>
Attachment 13.5: Zero Waste Plan	<input type="checkbox"/>

PART 2 OF THE RFP - NYC COMMERCIAL WASTE ZONES

Required Forms	Completed Form
Attachment 13.6: Waste Management Plan	<input type="checkbox"/>
Attachment 13.7: Health and Safety Plan	<input type="checkbox"/>
Attachment 13.8: Air Pollution Reduction Plan	<input type="checkbox"/>

4. Price Proposal

Required Forms	Completed Form
Attachment 14: Maximum Rate Schedules Form	<input type="checkbox"/>

5. Appended Supporting Documents

Related Attachment	Appended Documents	Check if Appended
Attachment 02	Updates to the Proposer's submissions to Part 1 of the RFP	<input type="checkbox"/>
Attachment 02	Proposer's active Trade Waste Removal License issued by BIC	<input type="checkbox"/>
Attachment 02	Letter issued by BIC noting the Proposer's pending Trade Waste Removal License approval / renewal application	<input type="checkbox"/>
Attachment 02	Signed, notarized letter from a principal of the Proposer certifying that it currently has a pending Trade Waste Removal License application with BIC	<input type="checkbox"/>
Attachment 09	Organization charts detailing the authority, responsibilities, and inter-relationships that the identified entities, principals, key staff, personnel, and subcontractors (including all Designated Carters)	<input type="checkbox"/>
Attachment 10	Records of CDL violations	<input type="checkbox"/>
Attachment 10	Records of driving infractions	<input type="checkbox"/>
Attachment 10	Records of collisions, injuries, and fatalities	<input type="checkbox"/>
Attachment 10	Records of vehicle maintenance and motor carrier safety violations	<input type="checkbox"/>
Attachment 10	Records of workers' compensation cases	<input type="checkbox"/>
Attachment 10	Records of health and safety violations	<input type="checkbox"/>
Attachment 10	Wages and benefits	<input type="checkbox"/>
Attachment 10	Records of labor and employment violations	<input type="checkbox"/>
Attachment 10	Records of antidiscrimination violations	<input type="checkbox"/>
Attachment 10	Records of waste collection, removal, and disposal violations	<input type="checkbox"/>
Attachment 10	Records of environmental protection violations	<input type="checkbox"/>
Attachment 10	Records of other violations	<input type="checkbox"/>
Attachment 11	Financial statement for calendar year 2020	<input type="checkbox"/>
Attachment 11	Financial statement for calendar year 2019	<input type="checkbox"/>
Attachment 11	Financial statement for calendar year 2018	<input type="checkbox"/>

PART 2 OF THE RFP - NYC COMMERCIAL WASTE ZONES

Related Attachment	Appended Documents	Check if Appended
Attachment 11	Narrative for inability to provide the 2020 statement	<input type="checkbox"/>
Attachment 11	Certified audit of the 2019 financial statements; if unavailable, Proposers may instead submit 2019 and 2020 business tax returns with supporting schedules	<input type="checkbox"/>
Attachment 11	Narrative describing the Proposer’s plan for being financially ready to meet all minimum program requirements on the first day of the Transition Period, and any plans for scaling up the size of your operation during the Transition Period for each Zone or Zones for which you are applying	<input type="checkbox"/>
Attachment 11	Only for citywide containerized commercial waste – Narrative describing your plan for being financially ready to meet all minimum program requirements on the first day of the Transition Period, and any plans for scaling up the size of your operation during the Transition Period	<input type="checkbox"/>
Attachment 11	Narrative on access to working capital	<input type="checkbox"/>
Attachment 13.1	Designated Carter’s active BIC Trade Waste Removal License	<input type="checkbox"/>
Attachment 13.1	Letter issued by BIC noting the Designated Carter’s pending Trade Waste Removal License approval / renewal application	<input type="checkbox"/>
Attachment 13.1	Signed, notarized letter from a principal of the Designated Carter certifying that it currently has a pending Trade Waste Removal license application with BIC	<input type="checkbox"/>
Attachment 13.7	Proposer Corporate Health and Safety Procedures	<input type="checkbox"/>
Attachment 13.7	Designated Carter Corporate Health and Safety Procedures	<input type="checkbox"/>

ATTACHMENT 02 - CERTIFICATION OF COMPLIANCE WITH MINIMUM QUALIFICATIONS REQUIREMENTS

The Proposer _____ (*NAME OF PROPOSER*) certifies that the information indicated below is accurate.

1. Proposer has attended a pre-proposal conference held by DSNY.

Yes

No

If yes, provide date of attendance: _____

2. Proposer affirms that (check one):

the Proposer's submissions to Part 1 of the RFP are still complete, true and accurate as of the submission of this Proposal Package in response to Part 2 of the RFP, OR

the Proposer's submissions to Part 1 of the RFP have been updated by the following appended documents and that the remainder of the Proposer's submissions to Part 1 of the RFP are still complete, true and accurate as of the submission of this Proposal Package in response to Part 2 of the RFP:

Document Name: _____

Document Name: _____

Document Name: _____

Document Name: _____

Document Name: _____

Document Name: _____

Document Name: _____

Document Name: _____

Document Name: _____

Document Name: _____

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3. Check the boxes that apply:

- Proposer has an active Trade Waste Removal License provided by the Business Integrity Commission (“BIC”) OR
- Proposer has a pending Trade Waste Removal License contingent upon BIC’s approval.

4. Check the box that applies:

- Check this box if the status of the Proposer’s Trade Waste Removal License status is the same since the submission of Part 1 of the RFP OR
- Check this box if the status of the Proposer’s Trade Waste Removal License has changed since the submission of Part 1 of the RFP (e.g., a pending BIC license has been approved, a current BIC license has expired, a BIC license pending renewal) and append to this Attachment 02 one of the following:
 - A. If a pending BIC Trade Waste Removal License has been approved since the date of the Part 1 submission, include a copy of the Proposer’s active Trade Waste Removal License issued by BIC; OR
 - B. If the Proposer’s Trade Waste Removal License has expired since the date of the Part 1 submission or is currently pending renewal from BIC, include either:
 - 1. A letter issued by BIC noting the Proposer’s pending Trade Waste Removal License approval / renewal application, OR
 - 2. A signed, notarized letter from a principal of the Proposer certifying that it currently has a pending Trade Waste Removal License application with BIC.

(SIGNATURE OF PROPOSER OR PROPOSER’S AUTHORIZED REPRESENTATIVE)

(DATE OF EXECUTION)

ATTACHMENT 03 - CERTIFICATION OF AUTHORITY AFFIDAVIT

I, _____ (*NAME OF APPROPRIATE INDIVIDUAL*),
do hereby certify that I am authorized to execute binding legal documents on behalf of,

_____ (*NAME OF PROPOSER*) and that to the best of
my knowledge the documents submitted are accurate and no unfair advantage was present during the
proposal development phase that was associated with the REQUEST FOR PROPOSALS FOR SOLID
WASTE MANAGEMENT SERVICES FOR COMMERCIAL WASTE ZONES (Procurement
Identification Number 82720AD0038) that was issued by the Department.

(*SIGNATURE OF INDIVIDUAL NAMED ABOVE*)

(*NAME, TITLE, AND AFFILIATION OF SIGNATORY*)

(*DATE OF EXECUTION*)

ACKNOWLEDGMENT:

(*NAME OF STATE*)

(*NAME OF COUNTY*)

On _____ (*DATE OF EXECUTION*), before me came
an individual who proved himself/herself/themselves to be

_____ (*NAME OF INDIVIDUAL NAMED ABOVE*) and
after being by me duly sworn, he/she/they executed in my presence instrument.

(*SIGNATURE OF NOTARY PUBLIC*)

(*SEAL AND/OR STAMP OF NOTARY PUBLIC*)

ATTACHMENT 04 - ACKNOWLEDGEMENT OF ADDENDA

FROM: _____
(PROPOSER'S AUTHORIZED REPRESENTATIVE)

SUBJECT: Request for Proposal
Solid Waste Management Services for Commercial Waste Zones

PIN: 82720AD0038

The attached Proposal reflects consideration of the addenda issued by the Department prior to the Proposal Due Date and Time listed below:

- Title: _____ Date: _____
- Title: _____ Date: _____
- Title: _____ Date: _____
- Title: _____ Date: _____
- Title: _____ Date: _____
- Title: _____ Date: _____

(SIGNATURE OF PROPOSER'S AUTHORIZED REPRESENTATIVE)

(DATE OF EXECUTION)

**ATTACHMENT 05 - IRAN DIVESTMENT ACT COMPLIANCE
CERTIFICATION AND RIDER FOR NYC CONTRACTORS**

If the Proposer successfully submitted the Iran Divestment Act Compliance Certification for NYC Contractors with Part 1 of this RFP and all information remains accurate and complete, the Proposer does NOT need to provide a response to this form with Part 2 of this RFP.

If the Proposer has not yet provided a response to this form or if the Proposer's response needs to be updated since the submission for Part 1, please fill out a new copy of the form.

**IRAN DIVESTMENT ACT COMPLIANCE RIDER FOR
NEW YORK CITY CONTRACTORS**

The Iran Divestment Act of 2012, effective as of April 12, 2012, is codified at State Finance Law (“SFL”) §165-a and General Municipal Law (“GML”) §103-g. The Iran Divestment Act, with certain exceptions, prohibits municipalities, including the City, from entering into contracts with persons engaged in investment activities in the energy sector of Iran. Pursuant to the terms set forth in SFL §165-a and GML §103-g, a person engages in investment activities in the energy sector of Iran if:

- (a) the person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
- (b) The person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created pursuant to paragraph (b) of subdivision three of Section 165-a of the State Finance Law and maintained by the Commissioner of the Office of General Services.

A bid or proposal shall not be considered for award nor shall any award be made where the bidder or proposer fails to submit a signed and verified bidder’s certification.

Each bidder or proposer must certify that it is not on the list of entities engaged in investment activities in Iran created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. In any case, where the bidder or proposer cannot certify that they are not on such list, the bidder or proposer shall so state and shall furnish with the bid or proposal a signed statement which sets forth in detail the reasons why such statement cannot be made. The City of New York may award a bid to a bidder who cannot make the certification on a case-by-case basis if:

- (a) The investment activities in Iran were made before the effective date of this section (i.e., April 12, 2012), the investment activities in Iran have not been expanded or renewed after the effective date of this section and the person has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran: or
- (b) The City makes a determination that the goods or services are necessary for the City to perform its functions and that, absent such an exemption, the City would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

**BIDDER'S CERTIFICATION OF COMPLIANCE WITH
IRAN DIVESTMENT ACT**

Pursuant to General Municipal Law §103-g, which generally prohibits the City from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the bidder/proposer submits the following certification:

[Please Check One]

BIDDER'S CERTIFICATION

- By submission of this bid or proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder/proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.

- I am unable to certify that my name and the name of the bidder/proposer does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

Location: _____, New York

Date: _____, 20__

(SIGNATURE)

(PRINTED NAME)

(TITLE)

Sworn to before me this

_____ day of _____, 20__

Notary Public

ATTACHMENT 06 - HIRING AND EMPLOYMENT RIDER: HIRENYC AND REPORTING REQUIREMENTS

Introduction

This Rider shall apply to any Agreement for Commercial Waste Collection Services. This Rider addresses the HireNYC process, including reporting obligations under the HireNYC process, and certain other reporting requirements imposed by law. In general, the HireNYC process under this Rider requires the Contractor to enroll with the HireNYC portal for the City of New York ("the City") found within the Department of Small Business Services' ("SBS") website, to disclose all entry to mid-level job opportunities described in this Rider arising from this contract and located in New York City, and to agree to interview qualified candidates from HireNYC for those opportunities. The Contractor must include this Rider in any agreement with any Subcontractor (Designated Carter) to perform Commercial Waste Collection Services.

HireNYC Requirements

A. Enrollment

The Contractor shall enroll with the HireNYC system, found at www.nyc.gov/sbs, within thirty(30) days after the registration of this Contract pursuant to Section 328 of the New York City Charter. The Contractor shall provide information about the business, designate a primary contact and say whether it intends to hire for any entry to mid-level job opportunities arising from this contract and located in New York City, and, if so, the approximate start date of the first hire.

B. Job Posting Requirements

Once enrolled in HireNYC, the Contractor agrees to update the HireNYC portal with all entry to mid-level job opportunities arising from this contract and located in New York City, if any, which shall be defined as jobs requiring no more than an associate degree, as provided by the New York State Department of Labor (see Column F of <https://labor.ny.gov/stats/2012-2022-NYS-Employment-Prospects.xls>). The information to be updated includes the types of entry and mid-level positions made available from the work arising from the contract and located in New York City, the number of positions, the anticipated schedule of initiating the hiring process for these positions, and the contact information for the Contractor's representative charged with overseeing hiring. The Contractor must update the HireNYC portal with any hiring needs arising from the contract and located in New York City, and the requirements of the jobs to be filled, no less than three weeks prior to the intended first day of employment for each new position, except with the permission of SBS, not to be unreasonably withheld, and must also update the HireNYC portal as set forth below.

After enrollment through HireNYC and submission of relevant information, SBS will work with the Contractor to develop a recruitment plan which will outline the candidate screening process,

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and will provide clear instructions as to when, where, and how interviews will take place. HireNYC will screen applicants based on employer requirements and refer applicants whom it believes are qualified to the Contractor for interviews. The Contractor must interview referred applicants whom it believes are qualified.

After completing an interview of a candidate referred by HireNYC, the Contractor must provide feedback via the portal within twenty (20) business days to indicate which candidates were interviewed and hired, if any. In addition, the Contractor shall provide the start date of new hires, and additional information reasonably related to such hires, within twenty (20) business days after the start date. In the event the Contractor does not have any job openings covered by this Rider in any given year, the Contractor shall be required to provide an annual update to HireNYC to that effect. For this purpose, the reporting year shall run from the date of the registration of the contract and each anniversary date.

These requirements do not limit the Contractor's ability to assess the qualifications of prospective workers, and to make final hiring and retention decisions. No provision of this Rider shall be interpreted so as to require the Contractor to employ any particular worker.

In addition, the provisions of this Rider shall not apply to positions that the Contractor intends to fill with employees employed pursuant to the job retention provision of Section 22-505 of the Administrative Code of the City of New York. The Contractor shall not be required to report such openings with HireNYC. However, the Contractor shall enroll with the HireNYC system pursuant to Section A, above, and, if such positions subsequently become open, then the remaining provisions of this Rider will apply.

C. Breach and Liquidated Damages

If the Contractor fails to comply with the terms of the contract and this Rider (1) by not enrolling its business with HireNYC; (2) by not informing HireNYC, as required, of open positions; or (3) by failing to interview a qualified candidate, the contracting agency may assess liquidated damages in the amount of two-thousand five hundred dollars (\$2,500.00) per breach. For all other events of noncompliance with the terms of this Rider, the agency may assess liquidated damages in the amount of five hundred dollars (\$500) per breach.

Furthermore, in the event the Contractor breaches the requirements of this Rider during the term of the contract, the City may hold the Contractor in default of this contract.

Audit Compliance

In addition to the auditing requirements set forth in other parts of the contract, the Contractor shall permit SBS and the City to inspect any and all records concerning or relating to job openings or the hiring of individuals for work arising from the contract and located in New York City. The Contractor shall permit an inspection within seven (7) business days of the request.

Other Reporting Requirements

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The Contractor shall report to the City, on a monthly basis, all information reasonably requested by the City that is necessary for the City to comply with any reporting requirements imposed by law or rule, including any requirement that the City maintain a publicly accessible database. In addition, the Contractor agrees to comply with all reporting requirements imposed by law or rule, or as otherwise requested by the City.

Construction Requirements

Construction contractors shall comply with the HireNYC requirements set forth above for all non-trades jobs (e.g., for an administrative position arising out of the work of the contract and located in New York City) as set forth above.

In addition, construction contractors shall reasonably cooperate with SBS and the City on specific outreach events, including Hire on the Spot events, for the hiring of trades workers for the work of this contract.

Further, this contract shall be subject to a project labor agreement if so required elsewhere in this contract.

Federal Hiring Requirements

The Contractor shall comply with all federal hiring requirements as may be set forth elsewhere in this contract, including, as applicable:

- Section 3 of the HUD Act of 1968, which requires, to the greatest extent feasible, economic opportunities for 30 percent of new hires be given to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- Executive Order 11246, which prohibits discrimination in employment due to race, color, religion, sex, or national origin, and requires the implementation of goals for minority and female participation for work involving any Construction trade.

ATTACHMENT 07 - INTENTIONALLY BLANK

ATTACHMENT 08 - DOING BUSINESS DATA FORM

If the Proposer successfully submitted the Doing Business Data Form with Part 1 of this RFP and all information remains accurate and complete, the Proposer does NOT need to provide a response to this form with Part 2 of this RFP.

If the Proposer has not yet provided a response to this form or if the Proposer's response needs to be updated since the submission for Part 1, please fill out a new copy of the form.

To be completed by the City agency prior to distribution Agency Dept. of Sanitation Transaction ID _____

Check One

Transaction Type (check one)

- Proposal Award Concession Economic Development Agreement Franchise Grant Pension Investment Contract Contract

Any entity receiving, applying for or proposing on an award or agreement must complete a Doing Business Data Form (see Q&A sheet for more information). Please either type responses directly into this fillable form or print answers by hand in black ink, and be sure to fill out the certification box on the last page. **Submission of a complete and accurate form is required for a proposal to be considered responsive or for any entity to receive an award or enter into an agreement.**

This Data Form requires information to be provided on principal officers, owners and senior managers. The name, employer and title of each person identified on the Data Form will be included in a public database of people who do business with the City of New York, as will the organizations that own 10% or more of the entity. No other information reported on this form will be disclosed to the public. **This Data Form is not related to the City's PASSPort registration or VENDEX requirements.**

Please return the completed Data Form to the City office that supplied it. Please contact the Doing Business Accountability Project at DoingBusiness@mocs.nyc.gov or 212-788-8104 with any questions regarding this Data Form. Thank you for your cooperation.

Entity Information

If you are completing this form by hand, please print clearly.

Entity EIN/TIN _____ Entity Name _____

Filing Status

(Select One)

NEW: Data Forms submitted now must include the listing of **organizations**, as well as individuals, with 10% or more ownership of the entity. Until such certification of ownership is submitted through a change, new or update form, a no change form will not be accepted.

- Entity has never completed a Doing Business Data Form. Fill out the entire form.
 Change from previous Data Form dated _____. Fill out only those sections that have changed, and indicate the name of the persons who no longer hold positions with the entity.
 No Change from previous Data Form dated _____. Skip to the bottom of the last page.

Entity is a Non-Profit Yes No

Entity Type Corporation (any type) Joint Venture LLC Partnership (any type) Sole Proprietor Other (specify) _____

Address _____

City _____ State _____ Zip _____

Phone _____ E-mail _____

Provide your e-mail address in order to receive notices regarding this form by e-mail.

Principal Officers

Please fill in the required identification information for each officer listed below. If the entity has no such officer or its equivalent, please check "This position does not exist." If the entity is filing a Change Form and the person listed is replacing someone who was previously disclosed, please check "This person replaced..." and fill in the name of the person being replaced so his/her name can be removed from the *Doing Business Database*, and indicate the date that the change became effective.

Chief Executive Officer (CEO) or equivalent officer

This position does not exist

The highest ranking officer or manager, such as the President, Executive Director, Sole Proprietor or Chairperson of the Board.

First Name _____ MI _____ Last _____ Birth Date (mm/dd/yy) _____

Office Title _____ Employer (if not employed by entity) _____

Home Address _____

This person replaced former CEO _____ on date _____

Chief Financial Officer (CFO) or equivalent officer

This position does not exist

The highest ranking financial officer, such as the Treasurer, Comptroller, Financial Director or VP for Finance.

First Name _____ MI _____ Last _____ Birth Date (mm/dd/yy) _____

Office Title _____ Employer (if not employed by entity) _____

Home Address _____

This person replaced former CFO _____ on date _____

Chief Operating Officer (COO) or equivalent officer

This position does not exist

The highest ranking operational officer, such as the Chief Planning Officer, Director of Operations or VP for Operations.

First Name _____ MI _____ Last _____ Birth Date (mm/dd/yy) _____

Office Title _____ Employer (if not employed by entity) _____

Home Address _____

This person replaced former COO _____ on date _____

Principal Owners

Please fill in the reqd identification information for all individuals or organizations that, through stock shares, partnership agreements or other means, **own or control 10% or more of the entity**. If no individual or organization owners exist, please check the appropriate box to indicate why and skip to the **Senior Managers** section. If the entity is owned by other companies that control 10% or more of the entity, those companies must be listed. If an owner was identified on the previous page, fill in his/her name and write "See above." If the entity is filing a Change Form, list any individuals or organizations that are no longer owners at the bottom of this section. If more space is needed, attach additional pages labeled "Additional Owners."

There are no owners listed because (select one):

- The entity is not-for-profit
- The entity is an individual
- No individual or organization owns 10% or more of the entity

Other (explain) _____

Individual Owners (who own or control 10% or more of the entity)

First Name _____ MI ____ Last _____ Birth Date (mm/dd/yy) _____

Office Title _____ Employer (if not employed by entity) _____

Home Address _____

First Name _____ MI ____ Last _____ Birth Date (mm/dd/yy) _____

Office Title _____ Employer (if not employed by entity) _____

Home Address _____

Organization Owners (that own or control 10% or more of the entity)

Organization Name _____

Organization Name _____

Organization Name _____

Remove the following previously-reported Principal Owners

Name _____ Removal Date _____

Name _____ Removal Date _____

Name _____ Removal Date _____

Senior Managers

Please fill in the required identification information for all senior managers who oversee any of the entity's relevant transactions with the City (e.g., contract managers if this form is for a contract award/proposal, grant managers if for a grant, etc.). Senior managers include anyone who, either by title or duties, has substantial discretion and high-level oversight regarding the solicitation, letting or administration of any transaction with the City. At least one senior manager must be listed, or the Data Form will be considered incomplete. If a senior manager has been identified on a previous page, fill in his/her name and write "See above." If the entity is filing a Change Form, list individuals who are no longer senior managers at the bottom of this section. If more space is needed, attach additional pages labeled "Additional Senior Managers."

Senior Managers

First Name _____ MI ____ Last _____ Birth Date (mm/dd/yy) _____

Office Title _____ Employer (if not employed by entity) _____

Home Address _____

First Name _____ MI ____ Last _____ Birth Date (mm/dd/yy) _____

Office Title _____ Employer (if not employed by entity) _____

Home Address _____

First Name _____ MI ____ Last _____ Birth Date (mm/dd/yy) _____

Office Title _____ Employer (if not employed by entity) _____

Home Address _____

Remove the following previously-reported Senior Managers

Name _____ removal date _____

Name _____ removal date _____

Certification

I certify that the information submitted on these two pages and _____ additional pages is accurate and complete. I understand that willful or fraudulent submission of a materially false statement may result in the entity being found non-responsible and therefore denied future City awards.

Name _____ Title _____

Entity Name _____ Work Phone # _____

Signature _____ Date _____

ATTACHMENT 09 - PROPOSER’S EXPERIENCE

***Instructions for Attachment 09:** Complete the required questions in this Attachment, appending any additional documentation as needed. For the hard copy, combine all supporting documents in order behind the checklist. For the electronic copy, append any additional documentation into one file labeled “Att 09_Proposer’s Experience_[Proposer Name]_Appended Documents” to be included in the Capacity & Operations folder.*

For each question, you must respond with information about the Proposer and any Designated Carters listed as proposed Subcontractors included in the Proposal that will be used to perform commercial waste collection, transport, removal or disposal services under the Agreement.

Name of Proposer: _____

- 1) For the Proposer and any Subcontractors including Designated Carters included in the Proposal, state the entity’s name, its role in the scope of services (e.g., prime contractor/single firm; prime contractor/joint venture; subcontractor), and any additional details the Proposer wishes to include.

***Note:** If you already provided this information in your response to Part 1 and there is no new or updated information since the date of your Part 1 submission, you may skip this question and move to Question 2.*

Entity Name	Role	Additional Details (optional)

PART 2 OF THE RFP - NYC COMMERCIAL WASTE ZONES

- 2) List the key staff of the Proposer and of any Designated Carters listed as proposed Subcontractors included in the Proposal. “Key staff” means the three officers that exert the most control over the entity, all of the entity’s directors, and all of the entity’s owners (those who own at least 10% of the firm). For each key staff member listed: state their name, the entity, their title, their anticipated role in executing the scope of services, and their relevant experience, if any, such as the individual’s professional background, technical expertise, managerial authority, and other relevant experience. Append additional pages if more space is needed.

Entity Name	Key Staff Name	Title	Role in Executing the Scope of Services	Relevant Experience (if applicable)

- 3) Are any of the key staff members listed in response to question 2) employees of the City of New York?
Yes No

If yes, please list them here, including their agency and title. Append additional pages if more space is needed.

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PART 2 OF THE RFP - NYC COMMERCIAL WASTE ZONES

- 4) Has the Proposer, the Proposer’s principals, or the Proposer’s key staff conducted business under one or more other names during the preceding 5 years?
 Yes No

If the Proposer is subcontracting with a Designated Carter, has the Designated Carter, the Designated Carter’s principals, or the Designated Carter’s key staff conducted business under one or more other names during the preceding 5 years?
 Yes No

If you answered yes to any of the questions above, identify each such former names:

Current Entity / Principal / Key Staff Name	Former Name	Years in Which Former Name was Used

- 5) Append one or more organization charts detailing the authority, responsibilities, and inter-relationships that the identified entities, principals, key staff, personnel, and subcontractors (including all Designated Carters) would have during the execution of the Scope of Services. (*Append 8.5” x 11” pages, maximum 5 total pages*)

PART 2 OF THE RFP - NYC COMMERCIAL WASTE ZONES

- 6) Describe in detail the Proposer’s experience, as well as the experience of any Designated Carters listed as proposed Subcontractors included in the Proposal, of operating within New York City. If the Proposer has no previous experience operating within New York City, write “No previous experience.” (*Bulleted responses are acceptable.*)

History of Operating in New York City:

PART 2 OF THE RFP - NYC COMMERCIAL WASTE ZONES

- 7) For each Commercial Waste Zone the Proposer is applying for, describe in detail the Proposer’s experience operating in the geographic area of that particular Zone. If the Proposer is proposing to subcontract with a Designated Carter to provide services in that particular Zone, the Proposer should also describe in detail any experience the Designated Carter has operating in the geographic area of the Zone. *(Bulleted responses are acceptable.)*

The Proposer *must* complete a response in this section for every Zone for which the Proposer is applying. If the Proposer (or any of its Designated Carters) has no previous experience in a particular Zone for which the Proposer is applying, write “No previous experience”. If additional space is needed to address every Zone that the Proposer is applying for, append additional pages.

Note: *If you are only applying for a Citywide containerized commercial waste award and are not applying for any Zone awards, you may skip this question and move on to question 8.*

Zone:	
History of Operating:	

PART 2 OF THE RFP - NYC COMMERCIAL WASTE ZONES

Zone:	
History of Operating:	
Zone:	
History of Operating:	

PART 2 OF THE RFP - NYC COMMERCIAL WASTE ZONES

Zone:	
History of Operating:	
Zone:	
History of Operating:	

Please Note: If additional entries are needed, use a duplicate of this page and append to the plan as needed.

PART 2 OF THE RFP - NYC COMMERCIAL WASTE ZONES

- 8) If you are applying for a citywide containerized commercial waste award, describe in detail the Proposer's experience providing containerized commercial waste collection services and the experience of any Designated Carters the Proposer proposes to subcontract with to provide containerized commercial waste collection services. If the Proposer (or any of its Designated Carters) has no previous experience providing containerized commercial waste collection services, write "No previous experience".

Note: If you are not applying for a citywide containerized commercial waste award, skip this question and move on to question 9.

Experience Providing Containerized Commercial Waste Collection Services:

PART 2 OF THE RFP - NYC COMMERCIAL WASTE ZONES

- 9) Identify any additional services similar in scope and complexity to this program that the Proposer has been or is now involved in, or that any Designated Carters listed as proposed Subcontractors included in the Proposal has been or is now involved in. This may include services provided in similar or related industries or for clients outside of the New York City area. For each example, define in specific terms the role and nature of involvement by the identified principal, key staff, personnel, and/or subcontractors, as applicable. If clients include multiple individually contracted entities such as commercial waste customers, the client may be listed for example as “[Number of] individually contracted commercial waste customers”. Proposers may list up to 5 entries for this section. If the Proposer does not want to provide a response to this section, write “N/A” in the entry boxes. *(Bulleted responses are acceptable.)*

Entity:	
Client(s):	
Location:	
Duration of Services:	
Brief Description of Services Rendered:	

PART 2 OF THE RFP - NYC COMMERCIAL WASTE ZONES

Entity:	
Client(s):	
Location:	
Duration of Services:	
Brief Description of Services Rendered:	
Entity:	
Client(s):	
Location:	
Duration of Services:	
Brief Description of Services Rendered:	

PART 2 OF THE RFP - NYC COMMERCIAL WASTE ZONES

Entity:	
Client(s):	
Location:	
Duration of Services:	
Brief Description of Services Rendered:	
Entity:	
Client(s):	
Location:	
Duration of Services:	
Brief Description of Services Rendered:	

PART 2 OF THE RFP - NYC COMMERCIAL WASTE ZONES

- 10) Describe the Proposer's experience in collecting and marketing recyclables and organics, and the experience of any of the proposed Designated Carters in collecting and marketing recyclables and organics.

Experience in Collecting and Marketing Recyclables and Organics:

ATTACHMENT 10 - HISTORY OF COMPLIANCE

***Instructions for Attachment 10:** Complete the contents of this Attachment, appending any additional documentation as needed. For the hard copy, combine all supporting documents in order behind the checklist. For the electronic copy, append any additional documentation into one file labeled “Att 10_History of Compliance_[Proposer Name]_Appended Documents” to be included in the Capacity & Operations folder.*

Name of Proposer: _____

Proposer’s Compliance History

For each of the following questions, provide responses and append documentation where requested. For all questions, respond with information about the Proposer, its parent companies (if applicable), and about any of the Proposer’s current Subcontractors (including Designated Carters) **from February 19, 2018 to the present**. If the Proposer is a Joint Venture, then responses must be given for each of the parties that make up the Joint Venture. If the Proposer is a newly-formed company that shares all (or most) of its principals with a different entity, then it must provide responses for both the Proposer and for the different entity in question as well. For any records that the Proposer is unable to obtain and submit, the Department may consider a detailed written explanation of the missing records and further detailed explanation of why they were irretrievable. Where narratives are required, narratives should be a maximum of 5 typed pages and appended. Bulleted responses are acceptable.

The Proposer does **NOT** need to re-submit any information or documentation that was submitted in response to Part 1 of this RFP, if the information remains accurate. However, the Proposer must update any information submitted in its Part 1 response with any changes or updates since the date of the Part 1 submission.

PART 2 OF THE RFP - NYC COMMERCIAL WASTE ZONES

- 1) **CDL violations:** List and provide summons, tickets, court orders, complaints, notices of violations, judgements, and any other record of findings or final dispositions regarding violations of Commercial Driver's License (CDL) requirements issued by any federal, state or local authority, including but not limited to the U.S. DOT, NYS DOT, NYS DMV (or comparable state agencies), for commercial waste truck drivers employed by the Proposer from February 19, 2018 to the present.

At a minimum, the Proposer must submit responsive information on:

- All drivers who, as part of their work for the Proposer or the Proposer's subcontractor, have driven in New York City;
- All drivers who, as part of their work for the Proposer or the Proposer's subcontractor, work out of garages or depots within a 25-mile radius of New York City; and
- Any other driver the Proposer anticipates using if it is awarded an Agreement under this RFP.

For each item listed, provide the current status (e.g, dismissed, settlement, pending judgment, final judgment), if there was a final judgment, include remedies, if any, and explain whether the Proposer is currently under a compliance order. If you provided a response to this question, include a narrative detailing the steps taken to correct the violation, and any changes made on an individual or company-wide level to prevent future violations. If there were no violations, write "N/A." If more space is needed than is provided, provide the response narrative and/or table as an appended document.

Records of CDL Violations:

Records of CDL Violations:

PART 2 OF THE RFP - NYC COMMERCIAL WASTE ZONES

- 2) **Driving infractions:** List and provide summons, tickets, court orders, complaints, notices of violations, judgements, accident reports, and any other record of findings or final dispositions regarding violations of vehicle and traffic laws that drivers hired by the Proposer have received while engaging in commercial waste collection, transport, removal or disposal activities for the Proposer issued by any federal, state or local authority, including but not limited to NYS DOT, NYS DMV (or comparable state agencies), from February 19, 2018 to the present.

At a minimum, the Proposer must submit responsive information on:

- All drivers who, as part of their work for the Proposer or the Proposer’s subcontractor, have driven in New York City
- All drivers who, as part of their work for the Proposer or the Proposer’s subcontractor, work out of garages or depots within a 25-mile radius of New York City; and
- Any other driver the Proposer anticipates using if it is awarded an Agreement under this RFP.

For each item listed, provide the current status (e.g., dismissed, settlement, pending judgment, final judgment), if there was a final judgment, include remedies, if any, and explain whether the Proposer is currently under a compliance order. If you provided a response to this question, include a narrative detailing the steps taken to correct the violation, and any changes made on an individual or company-wide level to prevent future violations. If there were no violations, write “N/A.” If more space is needed than is provided, provide the response narrative and/or table as an appended document.

Records of Driving Infractions:

PART 2 OF THE RFP - NYC COMMERCIAL WASTE ZONES

- 3) **Collisions, injuries and fatalities:** List and provide summons, tickets, court orders, complaints, notices of violations, judgements, accident reports and any other record of findings or final dispositions regarding any collisions, injuries or fatalities involving the Proposer or employees of the Proposer while engaging in commercial waste collection, transport, removal or disposal activities for the Proposer, issued by any federal, state or local authority, including but not limited to the NYS DOT, NYS DMV, the NYPD or (comparable local or state agencies), from February 19, 2018 to the present.

At a minimum, the Proposer must submit responsive information on:

- All drivers who, as part of their work for the Proposer or the Proposer’s subcontractor, have driven in New York City
- All drivers who, as part of their work for the Proposer or the Proposer’s subcontractor, work out of garages or depots within a 25-mile radius of New York City; and
- Any other driver the Proposer anticipates using if it is awarded an Agreement under this RFP.

For each item listed, provide the current status (e.g., dismissed, settlement, pending judgment, final judgment). If there was a final judgment, include remedies, if any, and explain whether the Proposer is currently under a compliance order. If you provided a response to this question, include a narrative detailing the steps taken to correct the violation, and any changes made on an individual or company-wide level to prevent future violations. You do not need to repeat any information if it was already captured in question 2). If there were no violations, write “N/A.” If more space is needed than is provided, provide the response narrative and/or table as an appended document.

Records of Collisions, Injuries, and Fatalities:

PART 2 OF THE RFP - NYC COMMERCIAL WASTE ZONES

- 4) **Vehicle maintenance and safety requirements:** List and provide summons, tickets, court orders, complaints, notices of violations, judgements, and any other record of findings or final dispositions regarding violations of vehicle maintenance and motor carrier safety that the Proposer has received, or any employees thereof while engaging in commercial waste collection, transport, removal or disposal activities for the Proposer have received, issued by any federal, state or local authority, including but not limited to the FMCSA, NYS DOT, NYC DOT (or comparable state agencies), from February 19, 2018 to the present. At a minimum, the Proposer must submit responsive information on:

- All drivers who, as part of their work for the Proposer or the Proposer's subcontractor, have driven in New York City
- All drivers who, as part of their work for the Proposer or the Proposer's subcontractor, work out of garages or depots within a 25-mile radius of New York City; and
- Any other driver the Proposer anticipates using if it is awarded an Agreement under this RFP.

For each item listed, provide the current status (e.g., dismissed, settlement, pending judgment, final judgment), if there was a final judgment, include remedies, if any, and explain whether the Proposer is currently under a compliance order. If you provided a response to this question, include a narrative detailing the steps taken to correct the violation, and any changes made on an individual or company-wide level to prevent future violations. If there were no violations, write "N/A." If more space is needed than is provided, provide the response narrative and/or table as an appended document.

Records of Vehicle Maintenance and Motor Carrier Safety Violations:

PART 2 OF THE RFP - NYC COMMERCIAL WASTE ZONES

- 5) **Workers compensation:** List and provide all workers compensation cases involving the Proposer from February 19, 2018 to the present. For each item listed, provide the current status (e.g., dismissed, settlement, pending judgment, final judgment), if there was a final judgment, include remedies, if any, and explain whether the Proposer is currently under a compliance order. If you provided a response to this question, include a narrative detailing the steps taken to correct the violation, and any changes made on an individual or company-wide level to prevent future violations. If there were no violations, write “N/A.” If more space is needed than is provided, provide the response narrative and/or table as an appended document.

Records of Workers' Compensation Cases:

PART 2 OF THE RFP - NYC COMMERCIAL WASTE ZONES

- 6) **Health and safety:** List and provide summons, tickets, court orders, complaints, notices of violations, judgements, accident reports, and any other record of findings or final dispositions regarding violations of employee or public health and safety requirements issued by any federal, state or local authority, including but not limited to OSHA, NIOSH, U.S. DOL, FMCSA, EPA, NYSDOH, NYS DOL, NYS PESH, NYS DEC, NYC DOHMH, NYC DEP, (or comparable local or state agencies), issued to the Proposer from February 19, 2018 to the present. For each item listed, provide the current status (e.g, dismissed, settlement, pending judgment, final judgment), if there was a final judgment, include remedies, if any, and explain whether the Proposer is currently under a compliance order. If you provided a response to this question, include a narrative detailing the steps taken to correct the violation, and any changes made on an individual or company-wide level to prevent future violations. If there were no violations, write "N/A." If more space is needed than is provided, provide the response narrative and/or table as an appended document.

Records of Health and Safety Violations:

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- 7) **Wages and benefits:** Demonstrate that all employees of the Proposer and any of the Proposer’s subcontractors are being compensated in accordance with all applicable local, state and federal laws related to employee compensation and benefits, including but not limited to minimum wage laws, overtime and compensatory pay, paid sick leave and other required benefits. Provide records of the current wage schedules and applicable benefits, *including hourly rate equivalents per employee*, for all employees of the Proposer. Note any employees whose residence is outside of New York City area.
- 8) **Labor and employment:** List and provide summons, tickets, court orders, complaints, notices of violations, judgements, and other record of findings or final dispositions regarding violations of labor and employment requirements, including but not limited to minimum wage laws, overtime and compensatory pay, paid sick leave and other required benefits, and laws protecting collective bargaining rights issued by any federal, state or local authority, including but not limited to U.S. DOL, NLRB, NYS DOL, NYS PERB, NYC DCWP, (or comparable local or state agencies), issued to the Proposer from February 19, 2018 to the present. For each item listed, provide the current status (e.g. dismissed, settlement, pending judgment, final judgment), if there was a final judgment, include remedies, if any, and explain whether the Proposer is currently under a compliance order. If you provided a response to this question, include a narrative detailing the steps taken to correct the violation, and any changes made on an individual or company-wide level to prevent future violations. If there were no violations, write “N/A.” If more space is needed than is provided, provide the response narrative and/or table as an appended document.

Records of Labor and Employment Violations:

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- 9) **Antidiscrimination:** List and provide summons, tickets, court orders, complaints, notices of violations, judgements, and other record of findings or final dispositions regarding violations of antidiscrimination protection requirements, including but not limited to U.S. DOL, EEOC, NYS DHR, NYCCHR (or comparable local or state agencies), issued to the Proposer from February 19, 2018 to the present. For each item listed, provide the current status (e.g, dismissed, settlement, pending judgment, final judgment), if there was a final judgment, include remedies, if any, and explain whether the Proposer is currently under a compliance order. If you provided a response to this question, include a narrative detailing the steps taken to correct the violation, and any changes made on an individual or company-wide level to prevent future violations. If there were no violations, write “N/A.” If more space is needed than is provided, provide the response narrative and/or table as an appended document.

Records of Antidiscrimination Violations:

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- 10) **Waste collection, transport, removal and disposal:** List and provide summons, tickets, court orders, complaints, notices of violations, judgements, and other record of findings or final dispositions regarding violations of waste collection, transport, removal and disposal requirements, including but not limited to EPA, NYS DEC, NYC DEP, DSNY, BIC, NYPD (or comparable local or state agencies), issued to the Proposer from February 19, 2018 to the present. For each item listed, provide the current status (e.g, dismissed, settlement, pending judgment, final judgment), if there was a final judgment, include remedies, if any, and explain whether the Proposer is currently under a compliance order. If you provided a response to this question, include a narrative detailing the steps taken to correct the violation, and any changes made on an individual or company-wide level to prevent future violations. If there were no violations, write “N/A.” If more space is needed than is provided, provide the response narrative and/or table as an appended document.

Records of Waste Collection, Transport, Removal, and Disposal Violations:

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- 11) **Environmental protection:** List and provide summons, tickets, court orders, complaints, notices of violations, judgements, and other record of findings or final dispositions regarding violations of environmental protection requirements, including but not limited to EPA, NYS DEC, NYS DOH, NYC DEP, DSNY, BIC, DOHMH, NYPD (or comparable local or state agencies), issued to the Proposer from February 19, 2018 to the present. For each item listed, provide the current status (e.g. dismissed, settlement, pending judgment, final judgment), if there was a final judgment, include remedies, if any, and explain whether the Proposer is currently under a compliance order. If you provided a response to this question, include a narrative detailing the steps taken to correct the violation, and any changes made on an individual or company-wide level to prevent future violations. If there were no violations, write “N/A.” If more space is needed than is provided, provide the response narrative and/or table as an appended document.

Records of Environmental Protection Violations:

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- 12) **Other:** List and provide summons, tickets, court orders, complaints, notices of violations, judgements, accident reports, and other record of findings or final dispositions regarding violations of any other applicable laws, including but not limited to antitrust, racketeering, consumer protection laws, and any criminal laws, issued by any federal, state or local agency to the Proposer from February 19, 2018 to the present. For each item listed, provide the current status (e.g. dismissed, settlement, pending judgment, final judgment), if there was a final judgment, include remedies, if any, and explain whether the Proposer is currently under a compliance order. If you provided a response to this question, include a narrative detailing the steps taken to correct the violation, and any changes made on an individual or company-wide level to prevent future violations. If there were no violations, write "N/A."

Records of Other Violations:

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Subcontractors/Designated Carters Compliance History

For each of the questions listed in 1-12 above, respond with information and requested documentation about each of the proposed Subcontractors, including Designated Carters, that the Proposer intends to subcontract with to perform services under the Agreement. For each question, include information about all Subcontractors including Designated Carters **from February 19, 2018 to the present**. Where narratives are required, narratives should be a maximum of 5 typed pages and appended. Bulleted responses are acceptable.

ATTACHMENT 11 - FINANCIAL AND BUSINESS INFORMATION

Instructions for Attachment 11: Complete the contents of this Attachment, appending any additional documentation as needed. For the hard copy, combine all supporting documents in order behind the checklist. For the electronic copy, append any additional documentation into one file labeled “Att 11_Financial and Business Information_[Proposer Name]_Appended Documents” to be included in the Capacity & Operations folder.

Name of Proposer: _____

1) **Financial documents:** The Proposer should provide the following documents for the Proposer and for all Designated Carters (subcontractors). For each item, the Proposer must submit any new or updated information since the submission of the RFP Part 1. The Proposer does *not* need to re-submit any information that was submitted as part of the submission of RFP Part 1 if it is still accurate.

- a) Financial statements for calendar years 2018, 2019, and 2020. If the Proposer or Designated Carters are unable to provide financial statements for any of these years, they must include a detailed description regarding why they cannot provide the financial statement. Additionally, if a Proposer has been in existence for less than three years, then it may instead submit all of its completed annual financial statements.

The Department prefers to receive financial statements using the BIC Financial Statement Template for Licensees, which can be found at <https://www1.nyc.gov/assets/bic/downloads/pdf/financial-statement-licensees.pdf>. (Note: A Proposal submitted that does not use the BIC Financial Statement Template will not be deemed unresponsive.)

For Proposers who have business outside of New York City, please include separate financial statements specific to only NYC operations and revenue, and financial statements containing financial information for the Proposer’s entire (regional/national) operations and revenue.

- b) A certified audit of the 2019 financial statements that has been completed in accordance with Generally Accepted Accounting Principles. In lieu of the certified audit of 2019 financial statements, Proposers may instead submit 2019 and 2020 business tax returns, with supporting schedules. (Note: A Proposal submitted without an audited financial statement will not be deemed unresponsive.)

2) Beginning on the start date of the Transition Period, which is the same as the start date of the Agreement, the Awardee will be expected to be in full compliance with all minimum program requirements for Awardees, as summarized in Section II.E.1 of this RFP Part 2 (Overview of Minimum Program Requirements) and provided in full in LL 199 (Appendix A) and the Department’s rules (Appendix B). Awardees will also be required to meet all contractual obligations that commence on the Transition Period start date under the Agreement with the Department (Appendix C). As Awardees enter into customer service agreement with customers during the Transition Period, such customer service agreements must reflect all minimum program requirements for Awardees. During the Transition Period, it is assumed that Awardees will increase their customer base within

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the Zone and will gradually scale up the size of their operations. See Section II.F of this RFP Part 2 for more details on how the transition to the Commercial Waste Zones program will work, including timeframes in cases where an Awardee is selected for multiple Zones.

For Proposers applying for one or more Zone awards, provide a narrative describing the Proposer's plan for being financially ready to meet all minimum program requirements on the first day of the Transition Period, and any plans for scaling up the size of your operation during the Transition Period for each Zone or Zones for which you are applying. For financial scaling purposes, assume that you will need to meet full program requirements for customers representing at least 10% of the waste generated in each Zone on day one of the Transition Period and at least 30% by the end of the Transition Period. Then multiply by the maximum number of Zones that you have indicated you have the capacity to service, as noted in Question 4 of Attachment 12. The narrative may include references to documents provided in 1) above or provide additional relevant documents as support.

The narrative (*provided in a typed document, maximum 2 pages*) should address at least the following:

- A description of how the Proposer will deploy its existing assets at the beginning of the Transition Period through the end of the Transition Period, including references to relevant documents. (Note: Existing infrastructure is to be provided in Attachment 12: Capacity & Services.)
- If new or additional infrastructure will be needed, a description of how Proposer will use its financial resources or third-party relationships to obtain these resources by the end of the Transition Period, including references to relevant documents. Please report on figures (ex: proposed debt and/or revenue increases) as numbers rather than percentages.
- The nature and scope of the third-party relationships described above.

Example documents may include, but is not limited to:

- Financial statements showing sufficient financial strength to expand
- Equipment purchase orders contingent upon contract award
- Financing commitment letter from lending institutions for expansion
- Use of owned and available assets from Proposer's operations elsewhere outside of the City
- History of company growth or subcontractor arrangements
- Documentation of access to credit.

Note: If you are only applying for a Citywide Containerized Commercial Waste award, skip this question, and move on to Question 3.

- 3) **Citywide Containerized Commercial Waste only:** Provide a narrative describing your plan for being financially ready to meet all minimum program requirements on the first day of the Transition Period, and any plans for scaling up the size of your operation during the Transition Period. The narrative may include references to documents provided in 1) above or provide additional relevant documents as support.

The narrative (*provided in a typed document, maximum 2 pages*) should address at least the following:

- A description of how the Proposer will deploy its existing assets by the end of the Transition Period, including references to relevant documents. (Note: Existing infrastructure is to be provided in Attachment 12: Capacity & Services.)

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- If new or additional infrastructure will be needed, a description of how Proposer will use its financial resources or third-party relationships to obtain these resources by the end of the Transition Period, including references to relevant documents. Please report on figures (ex: proposed debt and/or revenue increases) as numbers rather than percentages.
- The nature and scope of the third-party relationships described above.

*Note: If you are **not** applying for a Citywide Containerized Commercial Waste award, skip this question, and move on to Question 4.*

- 4) Without disclosing and/or referring to any information presented in the Price Proposal, demonstrate that the Proposer has access to sources of working capital adequate to finance the execution of the Scope of Services. This could include, but not be limited to, letters from accredited/licensed financial institutions, or third-party guarantees. A narrative may be provided to assist in navigating these documents (*provided in a typed document, maximum 2 pages*).

ATTACHMENT 12 - CAPACITY AND SERVICES

Instructions for Attachment 12: Complete the contents of this Attachment, appending any additional documentation as needed. For the hard copy, combine all supporting documents in order behind the checklist. For the electronic copy, append any additional documentation into one file labeled “Att 12_Capacity and Services_[Proposer Name] Appended Documents” to be included in the Capacity & Operations folder.

Before completing this form, the Proposer is encouraged to review LL 199 (Appendix A) and the Department’s rules (Appendix B), with close attention to 16 RCNY Chapter 20-C “Operations; Delivery of Service.”

Name of Proposer: _____

As part of the Proposal evaluation process, the Department would like to understand the Proposer’s capacity to provide commercial waste collection services for customers in each Zone the Proposer is applying for and/or the Proposer’s capacity to provide citywide containerized commercial waste collection services, as applicable. For the following questions, please provide accurate values or estimates to the best of your ability. Values may be checked against the most recent Customer Register, Financial Statements, or other records to confirm accuracy of submissions.

- 1) Please fill out the following table indicating which Zones, if any, you are applying for by ranking your preference from most desirable (Rank = 1) to least desirable (Rank = 20), and the current size of your operation in each Zone. If you are applying for a citywide containerized commercial waste award, indicate this in the last row of the table, along with your current number of containerized commercial waste customers. Do not include a numerical ranking for containerized commercial waste.

Note: In accordance with LL 199, the Department will award Zone awards to a maximum of 3 Proposers per Zone and Citywide containerized commercial waste awards to a maximum of 5 Proposers. The Department will award no more than 15 Zones and one Citywide containerized commercial waste award to a single Proposer. Proposers may or may not be awarded Zones in order of preference, but the preferences provided will be reviewed during the proposal evaluation and selection process. See RFP Part 2 Section III (Proposal Evaluation and Contract Award Procedures).

PART 2 OF THE RFP - NYC COMMERCIAL WASTE ZONES

Zone/Citywide Containerized	Fill “Yes” if Applying, “No” if Not	Rank of Preference (1-20, Zones Only)	Proposer’s Current Customer Count	Proposer’s Current Daily Tonnage (Tons/Day)
Zones				
<i>Example</i>	<i>Yes</i>	<i>1</i>	<i>238</i>	<i>25</i>
Bronx West				
Bronx East				
Brooklyn North				
Brooklyn West				
Brooklyn Southwest				
Brooklyn South				
Brooklyn East				
Lower Manhattan				
Manhattan Southwest				
Manhattan Southeast				
Midtown South				
Midtown North				
Manhattan West				
Manhattan Northeast				
Upper Manhattan				
Queens West				
Queens Central				
Queens Northeast				
Queens Southeast				
Staten Island				
Citywide Containerized		N/A		
		<u>Total</u>		

PART 2 OF THE RFP - NYC COMMERCIAL WASTE ZONES

For the subsequent questions (2 through 8), the New York City area shall be designated as the following for all trucks, vehicles, containers, bins, compactors, drivers, and employees of the Proposer and the Proposer's subcontractors:

- All drivers and employees who, as part of their work for the Proposer or the Proposer's subcontractor, have worked in New York City;
- All trucks, vehicles, containers, bins, compactors which, as part of the Proposer's or the Proposer's subcontractor's work, have been used in New York City;
- All drivers and employees who, as part of their work for the Proposer or the Proposer's subcontractor, work out of garages or depots within a 25-mile radius of New York City;
- All trucks, vehicles, containers, bins, compactors which, as part of the Proposer's or the Proposer's subcontractor's work, have been used in garages or depots within a 25-mile radius of New York City; and
- Any other truck, vehicle, container, bin, compactor, driver, and employee the Proposer anticipates using if it is awarded an Agreement under this RFP.

2) For the Proposer, list your current numbers of vehicles and containers servicing the New York City area. For joint ventures, please submit full forms below for each firm in such venture. If you are planning to utilize Designated Carters as subcontractors to provide commercial waste collection services under the Agreement, do **not** include the Designated Carters in your responses to this question.

Current Trucks					
Trucks (Used in the Collection of Commercial Waste)	# of Trucks Owned		# of Trucks Leased		Total
	Number of Compactors in Fleet	Number of Non-Compactors in Fleet	Number of Compactors in Fleet	Number of Non-Compactors in Fleet	
Rear End Loaders					
Front End Loaders					
Roll-off Trucks					
Dump Trucks					
Box Trucks					
Vans					
Tractors					
Split Hoppers					
Other (please specify below)					
Total Number of Trucks					

PART 2 OF THE RFP - NYC COMMERCIAL WASTE ZONES

Current Other Vehicles				
	# of Vehicles Owned		# of Vehicles Leased	Total
Service Vehicles				
Company Cars				
Other (please specify below)				
Total Other Vehicles				

Current Carts, Bins, Containers, and Compactors				
Capacity	# of Containers Owned		# of Containers Leased	
	Compacted	Non-Compacted	Compacted	Non-Compacted
32 to 96 Gallon				
½ to 9 Cubic Yard				
10 Cubic Yard				
20 Cubic Yard				
30 Cubic Yard				
35 Cubic Yard				
40 Cubic Yard				
45 Cubic Yard				
Other (please specify)				
Total # of Containers				

PART 2 OF THE RFP - NYC COMMERCIAL WASTE ZONES

- 3) For the Proposer, list your current number of employees servicing the New York City area. For joint ventures, please submit full forms below for each firm in such venture. If you are planning to utilize Designated Carters as subcontractors to provide commercial waste collection services under the Agreement, do **not** include the Designated Carters in your responses to this question.

Current Employees*		
Field Employees	# of Employees	Average Working Hours/Day
Drivers		
Helpers		
Mechanics		
Dispatchers		
Garage Employees		
Office Employees		
Officers		
Administrative Staff		
Sales & Marketing Staff		
Other (please specify below)		
Total Employees		

*Employees with multiple job responsibilities must be classified under their primary job responsibilities.

PART 2 OF THE RFP - NYC COMMERCIAL WASTE ZONES

- 4) For each Designated Carter that the Proposer intends to subcontract with to provide commercial waste collection services under the Agreement, please provide the current numbers of vehicles and containers servicing the New York City area.

Subcontractor's Current Trucks					
Trucks (Used in the Collection of Commercial Waste)	# of Trucks Owned		# of Trucks Leased		Total
	Number of Compactors in Fleet	Number of Non-Compactors in Fleet	Number of Compactors in Fleet	Number of Non-Compactors in Fleet	
Rear End Loaders					
Front End Loaders					
Roll-off Trucks					
Dump Trucks					
Box Trucks					
Vans					
Tractors					
Split Hoppers					
Other (please specify below)					
Total Number of Trucks					

Subcontractor's Current Other Vehicles			
	# of Vehicles Owned	# of Vehicles Leased	Total
Service Vehicles			
Company Cars			
Other (please specify below)			
Total Other Vehicles			

Subcontractor's Current Carts, Bins, Containers, and Compactors				
Capacity	# of Containers Owned		# of Containers Leased	
	Compacted	Non-Compacted	Compacted	Non-Compacted
32 to 96 Gallon				
½ to 9 Cubic Yard				
10 Cubic Yard				
20 Cubic Yard				
30 Cubic Yard				
35 Cubic Yard				

PART 2 OF THE RFP - NYC COMMERCIAL WASTE ZONES

Subcontractor's Current Carts, Bins, Containers, and Compactors				
Capacity	# of Containers Owned		# of Containers Leased	
	Compacted	Non-Compacted	Compacted	Non-Compacted
40 Cubic Yard				
45 Cubic Yard				
Other (please specify)				
Total # of Containers				

- 5) For each Designated Carter that the Proposer intends to subcontract with to provide commercial waste collection services under the Agreement, please provide the current number of employees servicing the New York City area.

Subcontractor's Current Employees*		
Field Employees	# of Employees	Average Working Hours/Day
Drivers		
Helpers		
Mechanics		
Dispatchers		
Garage Employees		
Office Employees		
Officers		
Administrative Staff		
Sales & Marketing Staff		
Other (please specify below)		
Total Employees		

*Employees with multiple job responsibilities must be classified under their primary job responsibilities.

PART 2 OF THE RFP - NYC COMMERCIAL WASTE ZONES

6) The following questions address the Proposer’s ability to scale up operations for full service to meet the needs of customers while complying with all requirements of the Commercial Waste Zone program and all applicable laws.

(a) What is the maximum number of awards (zones and/or citywide containerized) you anticipate being reasonably able to service under the Agreement, while maintaining full compliance with all program requirements and all applicable laws?

Max number of Zones: _____ (provide a number between 0 and 15)

Citywide containerized? Yes No

(b) What is the maximum number of customers you anticipate being reasonable able to service under the Agreement, while maintaining full compliance with all program requirements and all applicable laws?

Max number of Zone customers: _____

Max number of Citywide containerized customers: _____

(c) What is the maximum amount of waste you would reasonably be able to collect annually under the Agreement, while maintaining full compliance with all program requirements and all applicable laws?

Max annual tons of commercial waste _____

(d) What are **maximum** numbers of vehicles and containers the Proposer will be able to acquire to service the Zone(s) awarded between the time of Proposal submission and the end of the Transition Period, which will occur within 2 years after entering into the agreement? *Note: Do NOT include counts of current/existing vehicles and containers. Do NOT include Designated Carter’s (subcontractor’s) vehicles and containers.*

Maximum Additional Trucks					
Trucks (Used in the Collection of Commercial Waste)	# of Trucks Owned		# of Trucks Leased		Total
	Number of Compactors in Fleet	Number of Non-Compactors in Fleet	Number of Compactors in Fleet	Number of Non-Compactors in Fleet	
Rear End Loaders					
Front End Loaders					
Roll-off Trucks					
Dump Trucks					
Box Trucks					
Vans					
Tractors					
Split Hoppers					
Other (please specify below)					
Total Number of Trucks					

PART 2 OF THE RFP - NYC COMMERCIAL WASTE ZONES

Maximum Additional Other Vehicles			
	# of Vehicles Owned	# of Vehicles Leased	Total
Service Vehicles			
Company Cars			
Other (please specify below)			
Total Other Vehicles			

Maximum Additional Carts, Bins, Containers, and Compactors				
Capacity	# of Containers Owned		# of Containers Leased	
	Compacted	Non-Compacted	Compacted	Non-Compacted
32 to 96 Gallon				
½ to 9 Cubic Yard				
10 Cubic Yard				
20 Cubic Yard				
30 Cubic Yard				
35 Cubic Yard				
40 Cubic Yard				
45 Cubic Yard				
Other (please specify below)				
Total # of Containers				

PART 2 OF THE RFP - NYC COMMERCIAL WASTE ZONES

- (e) What is the maximum number of employees the Proposer anticipates being able to hire to service the Zone(s) awarded between the time of Proposal submission and the end of the Transition Period , which will occur within 2 years after entering into the agreement, while maintaining full compliance with all program requirements and all applicable laws? **Note:** Do NOT include counts of current/existing employees. Do NOT include Designated Carter's (subcontractor's) employees.

Maximum Additional Employees*		
Field Employees	# of Employees	Average Working Hours/Day
Drivers		
Helpers		
Mechanics		
Dispatchers		
Garage Employees		
Office Employees		
Officers		
Administrative Staff		
Sales & Marketing Staff		
Other (please specify below)		
Total Employees		

*Employees with multiple job responsibilities must be classified under their primary job responsibilities.

- (f) What are **maximum** numbers of vehicles and containers each of your **Designated Carters** (subcontractors) will be able to acquire to service the Zone(s) awarded between the time of Proposal submission and the end of the Transition Period, which will occur within 2 years after entering into the agreement? **Note:** Do NOT include counts of current/existing vehicles and containers.

Subcontractor's Maximum Additional Trucks					
Trucks (Used in the Collection of Commercial Waste)	# of Trucks Owned		# of Trucks Leased		Total
	Number of Compactors in Fleet	Number of Non-Compactors in Fleet	Number of Compactors in Fleet	Number of Non-Compactors in Fleet	
Rear End Loaders					
Front End Loaders					
Roll-off Trucks					
Dump Trucks					
Box Trucks					
Vans					
Tractors					
Split Hoppers					

PART 2 OF THE RFP - NYC COMMERCIAL WASTE ZONES

Subcontractor's Maximum Additional Trucks					
Trucks (Used in the Collection of Commercial Waste)	# of Trucks Owned		# of Trucks Leased		Total
	Number of Compactors in Fleet	Number of Non-Compactors in Fleet	Number of Compactors in Fleet	Number of Non-Compactors in Fleet	
Other (please specify below)					
Total Number of Trucks					

Subcontractor's Maximum Additional Other Vehicles			
	# of Vehicles Owned	# of Vehicles Leased	Total
Service Vehicles			
Company Cars			
Other (please specify below)			
Total Other Vehicles			

Subcontractor's Maximum Additional Carts, Bins, Containers, and Compactors				
Capacity	# of Containers Owned		# of Containers Leased	
	Compacted	Non-Compacted	Compacted	Non-Compacted
32 to 96 Gallon				
½ to 9 Cubic Yard				
10 Cubic Yard				
20 Cubic Yard				
30 Cubic Yard				
35 Cubic Yard				
40 Cubic Yard				
45 Cubic Yard				
Other (please specify below)				
Total # of Containers				

PART 2 OF THE RFP - NYC COMMERCIAL WASTE ZONES

(g) What is the maximum number of employees each of the Designated Carters (subcontractors) anticipates being able to hire to service the Zone(s) awarded between the time of Proposal submission and the end of the Transition Period, which will occur within 2 years after entering into the agreement, while maintaining compliance with all applicable laws, including but not limited to minimum wage and other labor and employment laws? *Note: Do NOT include counts of current/existing employees.*

Subcontractor's Maximum Additional Employees*		
Field Employees	# of Employees	Average Working Hours/Day
Drivers		
Helpers		
Mechanics		
Dispatchers		
Garage Employees		
Office Employees		
Officers		
Administrative Staff		
Sales & Marketing Staff		
Other (please specify below)		
Total Employees		

*Employees with multiple job responsibilities must be classified under their primary job responsibilities.

PART 2 OF THE RFP - NYC COMMERCIAL WASTE ZONES

- 7) Describe the Proposer's staffing plan to ensure continuity and safety in the delivery of commercial waste collection services. In your response, you may reference your answers in questions 1 through 6, and explain how you will utilize existing staff and/or hire new staff to meet the market needs of customers in the zone or zones for which you are applying, or the market needs of Citywide containerized commercial waste customers, as applicable, while maintaining compliance with all applicable laws, rules and regulations, including but not limited to minimum wage and other labor and employment laws, all applicable health and safety laws, and all commitments under the Agreement.

Proposer's Staffing Plan:

PART 2 OF THE RFP - NYC COMMERCIAL WASTE ZONES

- 8) Describe how the economic effects of the COVID-19 pandemic are continuing to impact the Proposer's business. Describe how the Proposer has addressed these impacts to be able to provide the scope of services for the Zone(s) applied for or for citywide containerized commercial waste collection, as applicable. Describe how the Proposer will enact protections against potential similar risks of similar nature (such as sudden dramatic reductions in waste, staff, and revenue). *(Bulleted responses are acceptable.)*

ATTACHMENT 13 - TECHNICAL PROPOSAL (CWZ PLANS)

Instructions for Attachment 13: Complete all Attachment 13 sub-attachments listed below, appending any additional documentation as needed. Bulleted responses are acceptable. For the hardcopy, combine appended documents in order behind the applicable subsection. For the electronic copy, combine any appended documentation into one file labeled by Attachment, for example: “Att 13.1_Subcontracting Plan_[Proposer Name]_Appended Documents” to be included in the Technical Proposal folder.

- Attachment 13.1: Subcontracting Plan
- Attachment 13.2: Customer Transition Plan
- Attachment 13.3: Education and Outreach Plan
- Attachment 13.4: Customer Service Plan
- Attachment 13.5: Zero Waste Plan
- Attachment 13.6: Waste Management Plan
- Attachment 13.7: Health & Safety Plan
- Attachment 13.8: Air Pollution Reduction Plan

[See following pages for Attachments]

ATTACHMENT 13.1 - SUBCONTRACTING PLAN

(Append documents as needed. Bulleted responses are acceptable.)

Name of Proposer: _____

Please Note: *Under the Commercial Waste Zones program, subcontractors are viewed in two categories:*

- c) *Designated Carters - subcontractors that are performing commercial waste collection services under the Agreement.*
- d) *All other subcontractors - subcontractors that are not performing commercial waste collection services under the Agreement.*

Designated carters: *A Proposer may utilize up to two designated carters to perform commercial waste collection services per Zone. However, a subcontracting arrangement with a designated carter that collects waste exclusively using bicycles will not count toward this numerical limit. Every designated carter must fully comply with all terms of the Awardee's Agreement and must be licensed by the Business Integrity Commission (BIC). The Department must review and approve all contracts between the Awardee and all designated carters. The Department will evaluate designated carters according to the same evaluation criteria as Proposers (see Section III.B), as applicable.*

Other subcontractors: *There is no numerical limit on the number of subcontractors for services other than commercial waste collection services. The Department must approve all subcontractors. Awardees will be required to utilize the City's web-based system to identify all subcontractors in order to obtain subcontractor approval pursuant to Procurement Policy Board (PPB) Rule section 4-13, and will also be required to enter all subcontractor payment information and other related information in such system during the contract term.*

Please read Section II.E.1.2 of this RFP Part 2 for more information on Subcontracting requirements.

For each Designated Carter proposed as a Subcontractor for collection services, the Proposer must fill out all questions pertaining to Subcontractors, where so instructed in all other attachments in this Section VI.

PART 2 OF THE RFP - NYC COMMERCIAL WASTE ZONES

- 1) For each proposed Designated Carter, append a copy of the Designated Carter’s active BIC Trade Waste Removal License OR, a letter issued by BIC noting the Designated Carter’s pending Trade Waste Removal License approval / renewal, OR a signed, notarized letter from a principal of the Designated Carter certifying that it currently has a pending Trade Waste Removal license application with BIC.
- 2) For each Designated Carter that the Proposer intends to use, provide the following information.

If no Designated Carters are proposed, write “N/A” in entry boxes. *(Bulleted responses are acceptable.)*

Designated Carter Name:	
Certifications and Licenses (other than BIC):	
Proposed Zone(s) of Operation:	
Proposed Estimated Share of Overall Scope of Services (by Revenue):	
Detailed Description of Technical Expertise and Relevant Experience:	
Proposed Scope of Work and Responsibilities:	

Please Note: If additional entries are needed, use a duplicate of this page and append to the plan as needed.

PART 2 OF THE RFP - NYC COMMERCIAL WASTE ZONES

- 3) For each Subcontractor that the Proposer intends to use that is NOT a Designated Carter (i.e. Other Subcontractors), provide the following information.

If no Other Subcontractors are proposed, write “N/A” in entry boxes. *(Bulleted responses are acceptable.)*

Subcontractor Name:	
Certifications and Licenses:	
Proposed Zone(s) of Operation:	
Proposed Estimated Share of Overall Scope of Services (by Revenue):	
Detailed Description of Technical Expertise and Relevant Experience:	
Proposed Scope of Work and Responsibilities:	

Please Note: If additional entries are needed, use a duplicate of this page and append to the plan as needed.

PART 2 OF THE RFP - NYC COMMERCIAL WASTE ZONES

- 4) Provide a description of how the Proposer's existing or proposed use of Subcontractors will further the City's Goals and Objectives of the Commercial Waste Zones program (See Section II.A of this RFP Part 2), including but not limited to:
- (a) Enhancing public safety
 - (b) Minimizing harmful environmental impacts
 - (c) Improving customer service

(Bulleted responses are acceptable.)



ATTACHMENT 13.2 - CUSTOMER TRANSITION PLAN

(Append documents as needed. Bulleted responses are acceptable.)

Name of Proposer: _____

- 1) During the Transition Period, there will be a number of customers in each Zone that will be switching from their existing carter to an Awardee selected for their Zone. What is the Proposer's plan to find, market to, and acquire customers quickly and efficiently to ensure a smooth and orderly transition, specific to each Zone you are applying for? *(Bulleted responses are acceptable.)*

If applying for a Citywide Containerized Commercial Waste award only, skip this question and move on to question 4.

Zone(s):	

Zone(s):	

Zone(s):	

Please Note: If additional spaces are needed, use a duplicate of this page and append to the plan as needed.

PART 2 OF THE RFP - NYC COMMERCIAL WASTE ZONES

- 2) Provide a description of the plans or protocols the Proposer will follow when onboarding customers, including equipment changes and timelines to ensure continuity of services, specific to each Zone the Proposer is applying for. *(Bulleted responses are acceptable.)*

If applying for a Citywide Containerized Commercial Waste award only, skip this question and move on to question 4.

Zone(s):	

Zone(s):	

Zone(s):	

Please Note: If additional spaces are needed, use a duplicate of this page and append to the plan as needed.

PART 2 OF THE RFP - NYC COMMERCIAL WASTE ZONES

- 3) There may be instances when an Awardee may be responsible for servicing a customer that has experienced an interruption of service or is at risk of experiencing an interruption of service. For example, at the end of the Transition Period, a customer that has not yet contracted with an Awardee selected for the Zone will be assigned to a Zone Awardee. Additionally, there may be instances of customers that are left without service due to default or abandonment of customers by another Awardee in the Zone. Provide a description of the plans or protocols the Proposer will follow to prevent and/or mitigate any interruption in service in such circumstances. Please take into account abandoned customers and equipment left behind both during the Transition Period and throughout the term of the Agreement. *(Bulleted responses are acceptable.)*

If applying for a Citywide Containerized Commercial Waste award only, skip this question and move on to question 4.

Zone(s):	

Zone(s):	

Please Note: If additional spaces are needed, use a duplicate of this page and append to the plan as needed.

PART 2 OF THE RFP - NYC COMMERCIAL WASTE ZONES

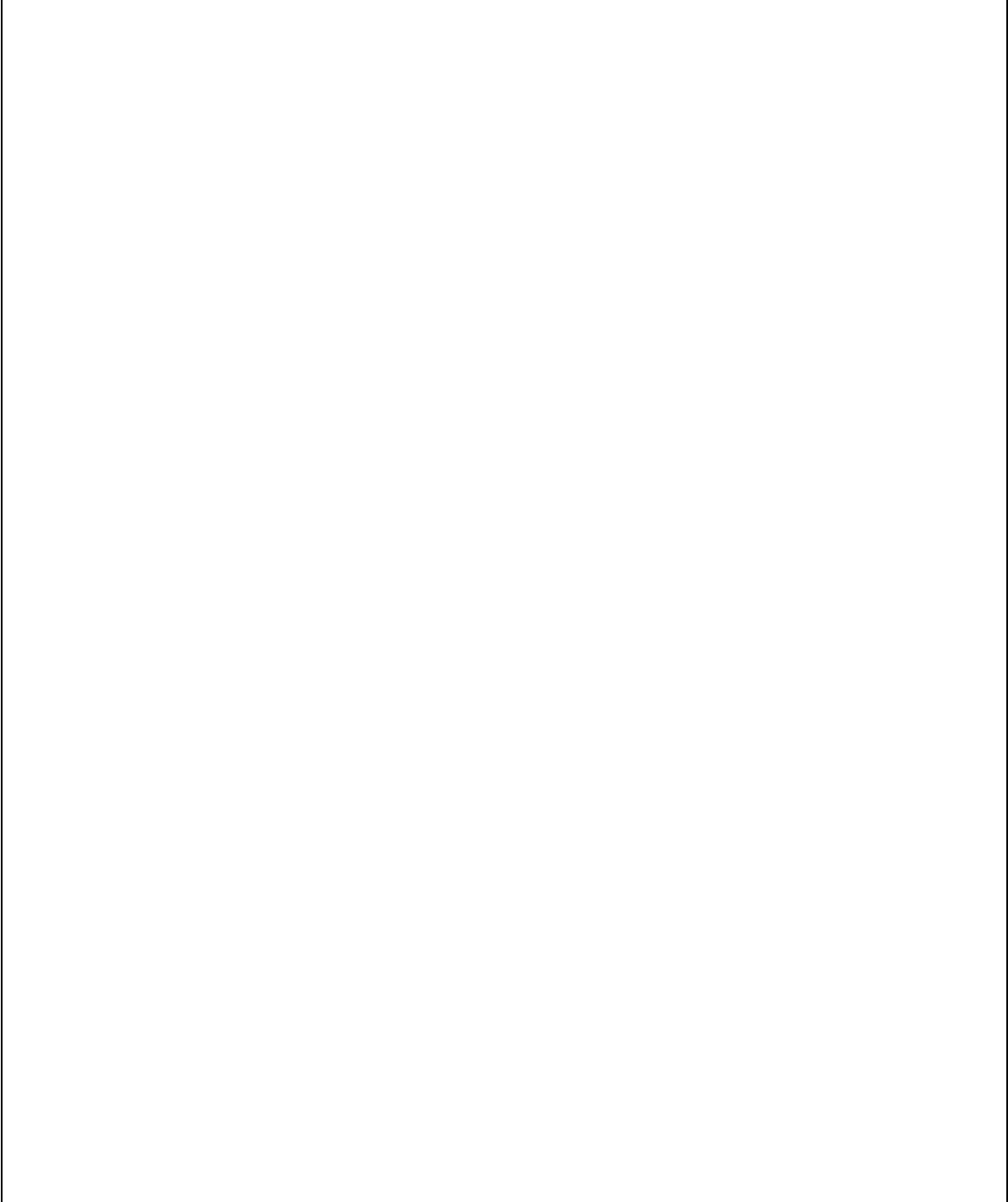
- 4) If the Proposer is applying for a **Citywide Containerized Commercial Waste award**, please describe your plans or protocols for onboarding customers, switching out equipment, or otherwise ensuring continuity of service and a smooth and orderly customer transition. *(Bulleted responses are acceptable.)*

If you are not applying for a Citywide Containerized Commercial Waste award, skip this question and move onto question 5.

- 5) If the Proposer is awarded an Agreement under the RFP, but the Agreement does not include all Zones that the Proposer currently operates in, what will be the Proposer's plan to ensure that customers are provided a smooth and orderly transition to their next service provider? *(Bulleted responses are acceptable.)*

PART 2 OF THE RFP - NYC COMMERCIAL WASTE ZONES

- 6) Include any other information on the Proposer's Transition Plan that is not mentioned above that may be considered relevant to the City's goal of ensuring a smooth and orderly transition to the Commercial Waste Zones program? *(Bulleted responses are acceptable.)*



ATTACHMENT 13.3 - EDUCATION AND OUTREACH PLAN

(Append documents as needed. Bulleted responses are acceptable.)

Name of Proposer: _____

1) Answer the following questions about the communication initiatives the Proposer will undertake during the Transition Period of the Commercial Waste Zone program.

a. Will the Proposer have a dedicated outreach or sales staff for customer outreach?

Yes No

If yes, please provide the number of dedicated outreach or sales staff that the Proposer currently employs and the number of additional outreach or sales staff that the Proposer will employ during transition.

	Full-time	Part-time
Current Outreach/Sales Staff		
Additional Transition Outreach/Sales Staff		

b. Indicate which of the following communication method(s) the Proposer currently employs or intends to employ:

- | | |
|---|---------------------------------------|
| <input type="checkbox"/> Brochures | <input type="checkbox"/> Phone calls |
| <input type="checkbox"/> Website | <input type="checkbox"/> Social media |
| <input type="checkbox"/> Information Sessions | |
| <input type="checkbox"/> Other: _____ | |
| <input type="checkbox"/> Other: _____ | |

PART 2 OF THE RFP - NYC COMMERCIAL WASTE ZONES

- c. Provide in detail any additional information on planned customer communication efforts that will be undertaken by the Proposer during the Transition Period to the Commercial Waste Zone program and how these communication efforts will support and supplement the public outreach and education efforts of the Department. *(Bulleted responses are acceptable.)*

- 2) Answer the following questions about the communication initiatives the Proposer will undertake during regular operations (i.e. after the Transition Period has concluded) during the term of the Agreement.

- a. Will the Proposer have a dedicated outreach or sales staff for customer outreach?

Yes No

If yes, please provide the number of dedicated outreach or sales staff that the Proposer expects to have employed after transition during normal operations.

	Full-time	Part-time
Normal Operations Outreach/Sales Staff		

PART 2 OF THE RFP - NYC COMMERCIAL WASTE ZONES

b. Indicate which of the following communication method(s) the Proposer currently employs or intends to employ:

- | | |
|---|--------------------------------------|
| <input type="checkbox"/> Brochures | <input type="checkbox"/> Website |
| <input type="checkbox"/> Social media | <input type="checkbox"/> Phone calls |
| <input type="checkbox"/> Information sessions | |
| <input type="checkbox"/> Other: _____ | |
| <input type="checkbox"/> Other: _____ | |
| <input type="checkbox"/> Other: _____ | |
| <input type="checkbox"/> Other: _____ | |

3) Provide in detail any additional information on planned customer communication efforts that will be undertaken by the Proposer during regular operations (i.e. after the Transition Period has concluded) and how these communication efforts will support and supplement the public outreach and education efforts of the Department. *(Bulleted responses are acceptable.)*

ATTACHMENT 13.4 - CUSTOMER SERVICE PLAN

(Append documents as needed. Bulleted responses are acceptable.)

Name of Proposer: _____

Answer the following questions to provide information on the customer service tools, programs and protocols that will be provided for customers under the Commercial Waste Zone program, with particular attention to the requirements of 16 DSNY Chapter 20.B (Customer Service Requirements), found in Appendix B.

1) Under LL 199, and the Department's rules, every Awardee must offer the following *mandatory* customer service support tools:

- **Dedicated phone line** for receiving customer inquiries, service requests, and complaints. The phone line must be actively staffed during normal business hours and have the capability for receiving messages 24 hours a day, seven days a week.
- **Company website**, actively maintained, containing the following information: Selected Proposer's name, office address, email address, customer service phone number, maximum rates, instructions for requesting initial service, and instructions for making customer complaints and service requests.

In addition to these required customer service support tools, what additional customer service support tools or features, if any, do you currently offer or will offer to customers?

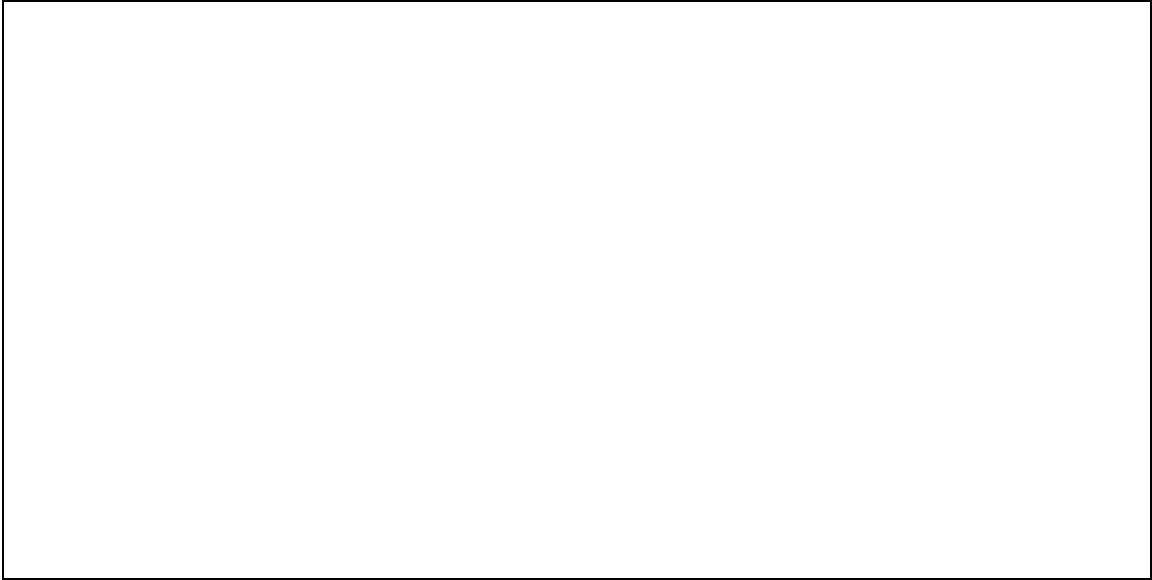
- An office or walk-in location
- Brochures
- Live chat customer support
- Social media
- Other features of the customer phone line: _____
- Other features of the website: _____
- Other: _____
- Other: _____

2) **Hours of Operation:** Provide the days and times that a customer will be able to speak with a customer service staff member (by phone or in person) to address customer inquiries, service requests, and complaints keeping in mind the requirement to maintain an actively staffed live phone line during normal business hours:

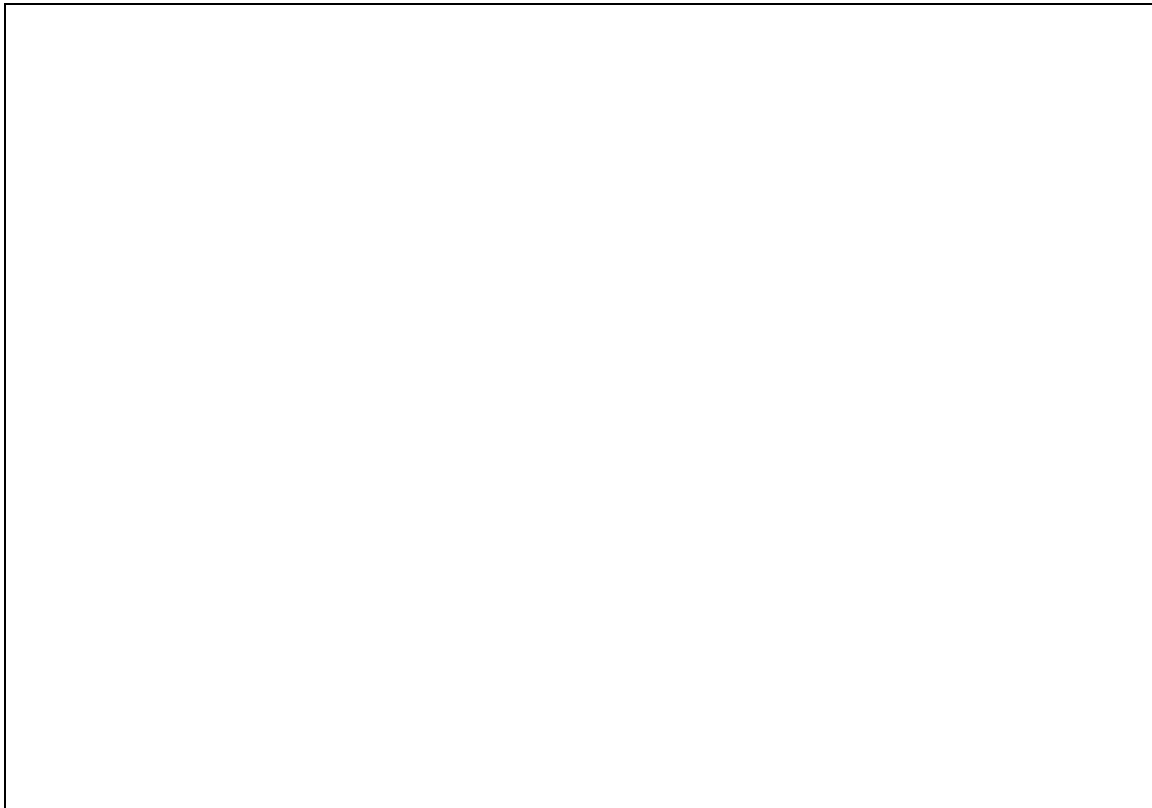
- Monday Day: _____ to _____, Night: _____ to _____
- Tuesday Day: _____ to _____, Night: _____ to _____
- Wednesday Day: _____ to _____, Night: _____ to _____
- Thursday Day: _____ to _____, Night: _____ to _____
- Friday Day: _____ to _____, Night: _____ to _____
- Saturday Day: _____ to _____, Night: _____ to _____
- Sunday Day: _____ to _____, Night: _____ to _____
- Holidays Day: _____ to _____, Night: _____ to _____

PART 2 OF THE RFP - NYC COMMERCIAL WASTE ZONES

- 3) Provide the emergency contact protocols for customers. *(Bulleted responses are acceptable.)*

A large, empty rectangular box with a black border, intended for the proposer to provide emergency contact protocols for customers. The box is currently blank.

- 4) **Customer Service Request and Complaints Protocols:** Describe the Proposer's protocols for promptly addressing customer service requests and complaints, including the Proposer's customer response times, resolution times, methods of working with customers to resolve complaints, methods of keeping customers informed of the status of service requests and complaints, and any other customer request and complaint intake and resolution mechanisms. *(Bulleted responses are acceptable.)*

A large, empty rectangular box with a black border, intended for the proposer to describe their protocols for promptly addressing customer service requests and complaints. The box is currently blank.

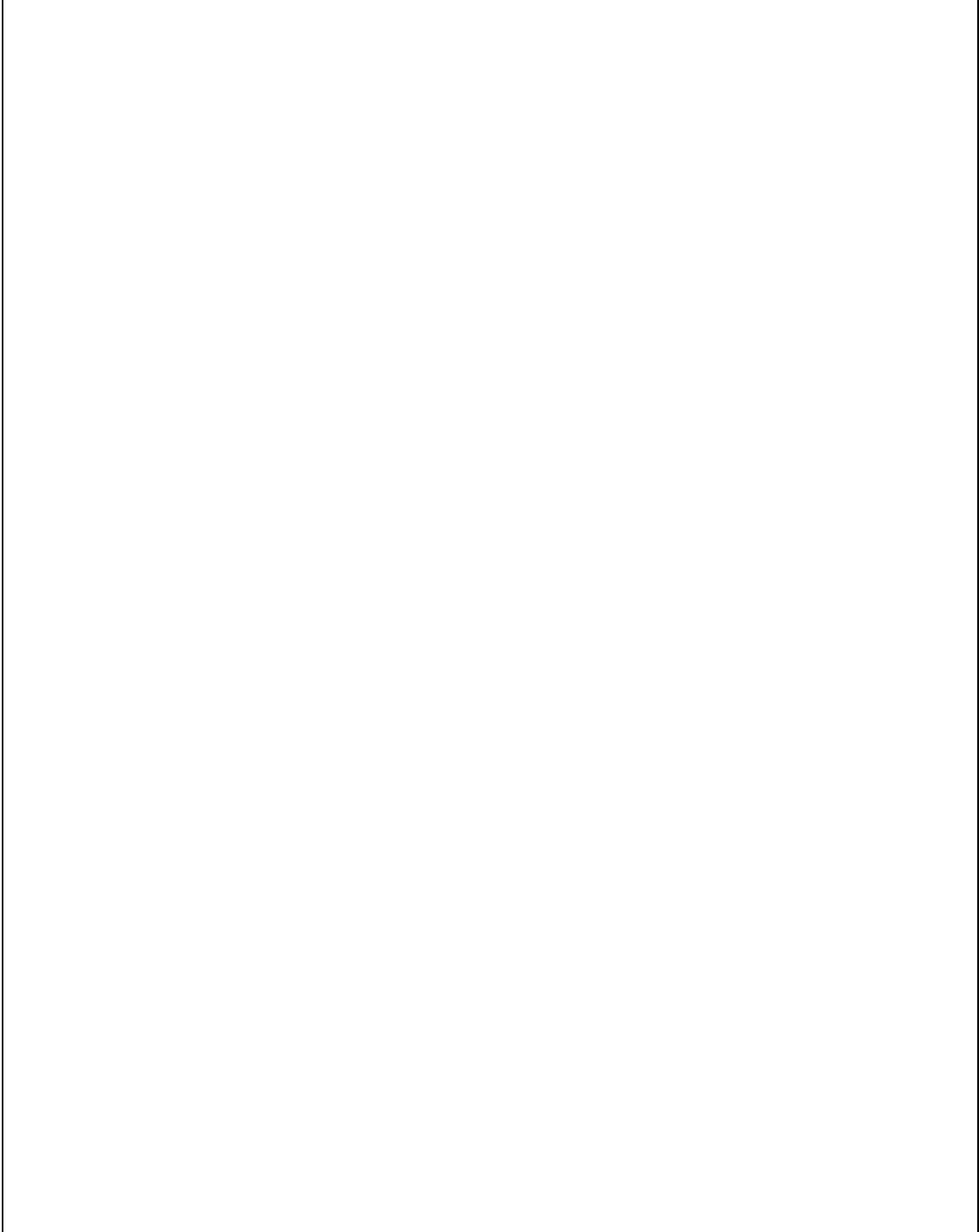
PART 2 OF THE RFP - NYC COMMERCIAL WASTE ZONES

- 5) **Customer Service Performance Tracking Systems:** Please describe how the Proposer will use metrics or other methods to measure customer service performance, including but not limited to the Proposer's process for tracking the following: the number of customer service requests and complaints filed, the number of customer service requests and complaints resolved, the Proposer's response time for addressing such requests and complaints, and, where applicable, the severity of complaints received. *(Bulleted responses are acceptable.)*

- 6) **Language Access:** Describe the Proposer's plan for addressing the language access needs. Explain how the Proposer will assess the primary languages spoken by customers and describe the specific tools that will be used to provide quality customer service to customers with limited English proficiency. If the Proposer is already providing customer service in languages other than English, please describe. In your response, indicate if any portion of your plan is zone specific. For Proposers applying for a Citywide Containerized Commercial Waste award, please answer this question with respect to containerized commercial waste customers. *(Bulleted responses are acceptable.)*

PART 2 OF THE RFP - NYC COMMERCIAL WASTE ZONES

- 7) Describe the process for customers to contest invoices, request changes to level of service provided, changes to cost for service based on changes in amount of waste generate by customer, keeping in mind the requirements regarding customer nonpayment and commercial waste generation audits in 16 DSNY Chapter 20.B (Customer Service Requirements), found in Appendix B. *(Bulleted responses are acceptable.)*



PART 2 OF THE RFP - NYC COMMERCIAL WASTE ZONES

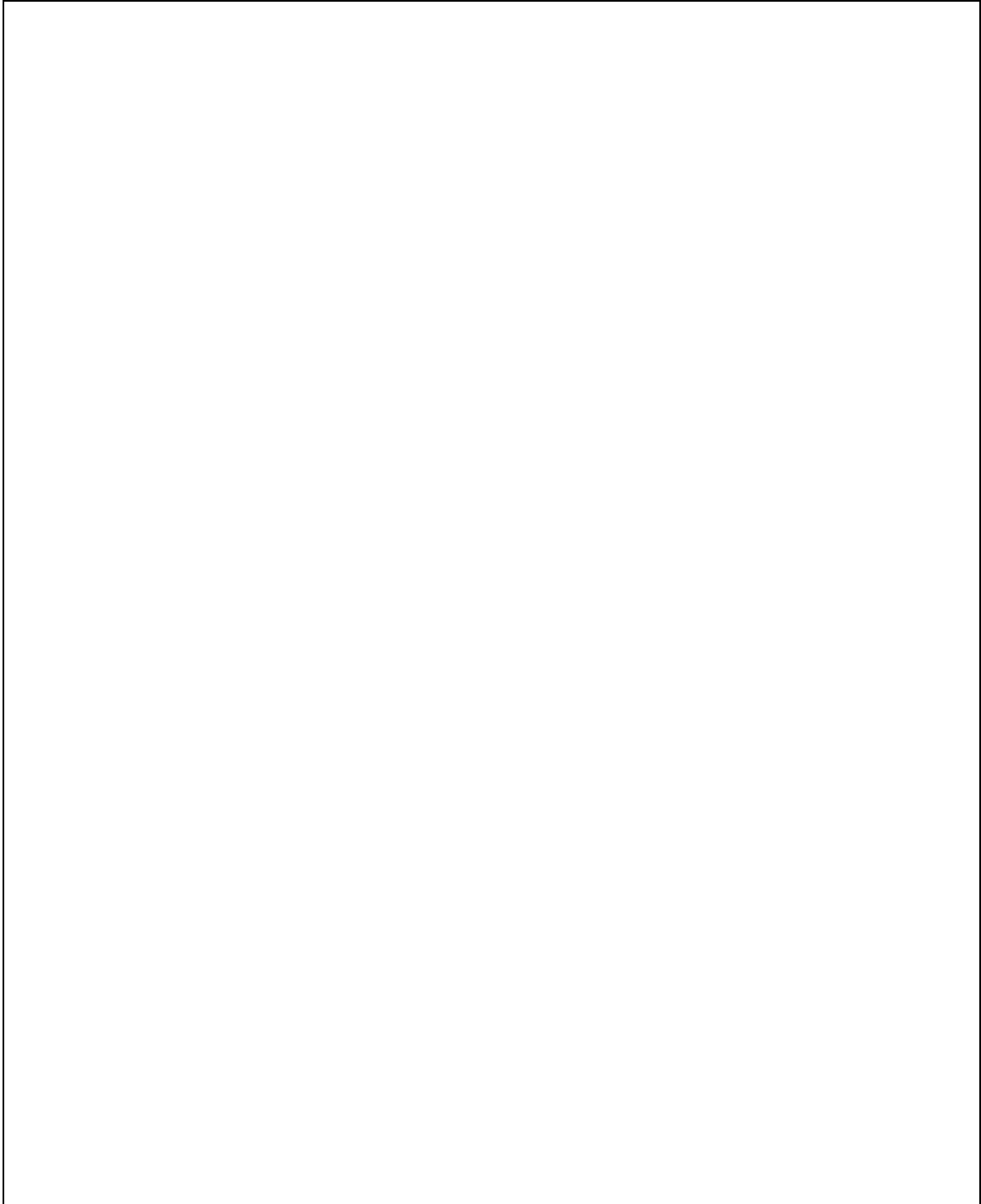
- 8) **Written Service Agreement:** LL 199 and the Department's rules set minimum requirements for Written Service Agreements between Awardees and customers. See 16 RCNY §20-26, found in Appendix B (Department Rules). Describe any additional elements of your standard Written Service Agreements beyond the minimum requirements, if any, that you would like the Department to know. (*Bulleted responses are acceptable.*)

PART 2 OF THE RFP - NYC COMMERCIAL WASTE ZONES

- 9) **Billing and Payment:** LL 199 and the Department's rules set minimum requirements for customer billing and payment. See 16 RCNY §20-27, found in Appendix B (Department Rules). Describe any additional billing and payment practices beyond the minimum requirements that you will follow, if any, that you would like the Department to know. *(Bulleted responses are acceptable.)*

PART 2 OF THE RFP - NYC COMMERCIAL WASTE ZONES

- 10) Describe the Proposer's plans or existing practices, if any, for the set-out of commercial waste in a manner that promotes the City's goals of improving cleanliness, rodent mitigation, order and safety on city sidewalks. In your response, indicate if any portion of your plan is zone specific. *(Bulleted responses are acceptable.)*



PART 2 OF THE RFP - NYC COMMERCIAL WASTE ZONES

11) Provide any additional information related to the Proposer’s plan to provide high quality customer service if awarded an Agreement. *(Bulleted responses are acceptable.)*

ATTACHMENT 13.5 - ZERO WASTE PLAN

(Append documents as needed. Bulleted responses are acceptable.)

Name of Proposer: _____

- 1) Provide the Proposer’s current NYC commercial diversion rate for the following waste streams. (Note: Diversion rates must be calculated from the point of disposal at a transfer station, recycling processor, or similar facility.)

Current NYC Disposal and Diversion Rates		
Waste Stream	Tons per Year	% of Overall
Overall		
Refuse		
Recyclable Materials		
Organic Waste		
Other Diversion^A		

A) Other Diversion may include textiles, yard waste, and electronic waste. Other Diversion here does not include construction and demolition debris; fill material; medical waste; waste collected by a one-time, on-call bulk waste removal service; grease, or tires.

- 2) The Proposer may volunteer to provide future waste reduction and diversion targets by waste stream and year. The targets provided, if any, should be reasonably attainable. In the Agreement, Proposers may be held to performance standards based on their self-proposed waste reduction and diversion rates.

PART 2 OF THE RFP - NYC COMMERCIAL WASTE ZONES

- 3) Provide details of any past, existing, or planned partnerships with local organizations that will assist in reaching proposed zero waste goals or assist with recycling education, such as but not limited to food rescue programs, waste reuse programs, community-based organizations dedicated to promoting sustainability, or local or community based micro-haulers that offer specialty services.

If a partnership is zone specific, please indicate that. *(Bulleted responses are acceptable.)*

Name:	
Zone (if applicable):	
Description of Services:	

Name:	
Zone (if applicable):	
Description of Services:	

Note: If additional spaces are needed, use a duplicate of this page and append to the plan as needed.

PART 2 OF THE RFP - NYC COMMERCIAL WASTE ZONES

- 4) **Organics Collection Services to non-designated covered establishments.** LL 199 requires that Awardees provide organic waste collection services to all commercial establishments that are designated covered establishments.

LL 199 also requires that Awardees provide organic waste collection services to all customers that:

- i. are located within the Awardee's commercial waste Zone;
- ii. are not designated covered establishments pursuant to Administrative Code section 16-306.1(b);
- iii. select the Awardee for removal of commercial waste or have been assigned to the Awardee by the Department; and
- iv. request organic waste collection services.

However, the Agreement between the Awardee and the Department may authorize the Awardee to implement this requirement on a graduated schedule or may otherwise set forth circumstances in which providing organic waste collection services to customers that are not designated covered establishments is not required, consistent with the purposes of LL 199.

Note: Organics requirements only apply to Citywide Containerized Commercial Waste awardees who provide organics services under their Agreements with the Department.

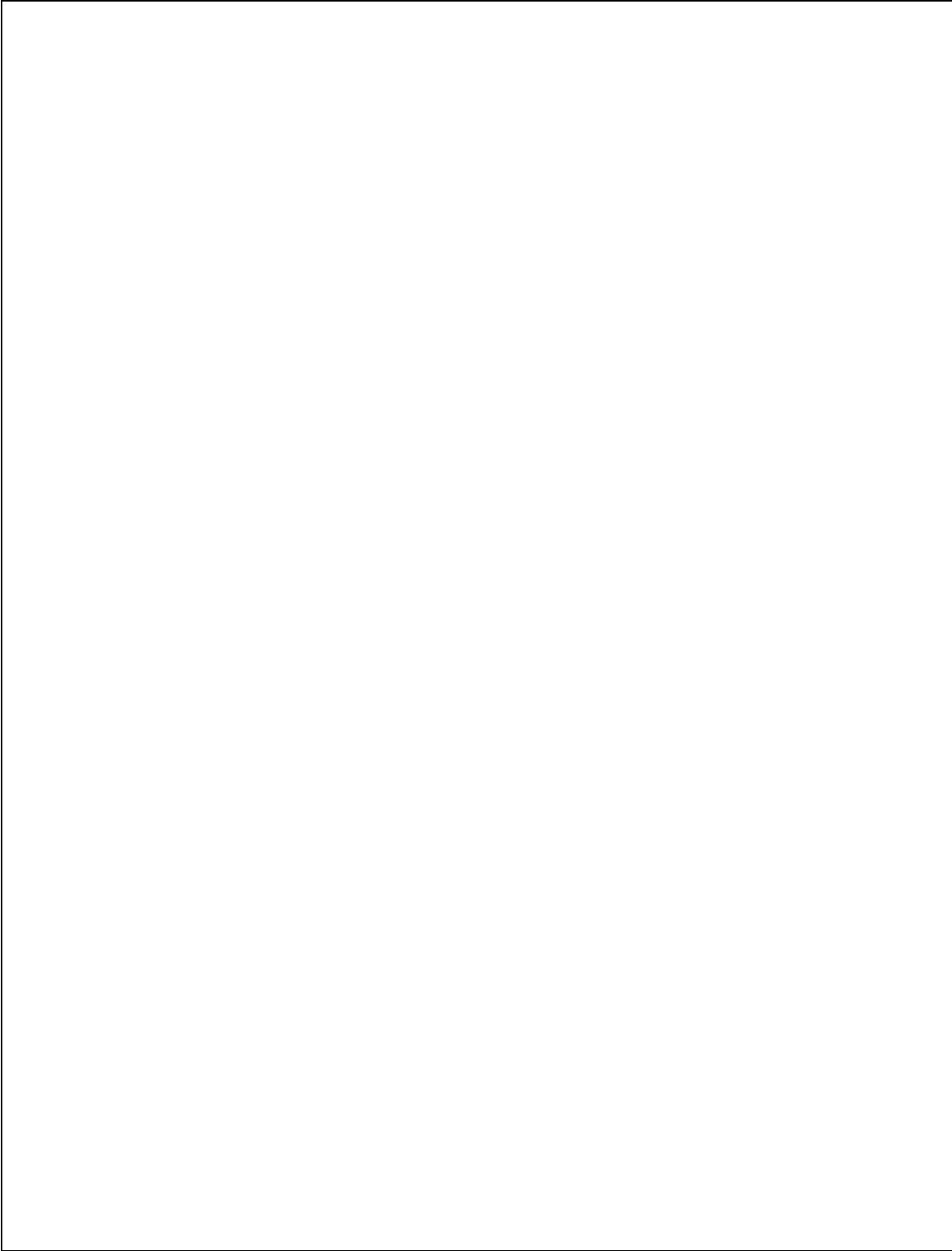
For Proposers applying for one or more Zones, on the next page:

- Describe the Proposer's plan for offering organics collection services to a broad range of commercial establishments within the Zone, including customers that are *not* designated covered establishments.
- If you are not planning to offer organic waste collection services to all customers that are not designated covered establishments at the beginning of the Agreement, please propose a graduated schedule with specific timeframes by which you will be able to offer organics service to all customers. The graduated schedule should include target years and percentage of customers who, if they requested organic waste collection from you, would be able to receive it.
- If there are specific circumstances where offering organics collection services is infeasible or inconsistent with the Goals and Objectives of the Commercial Waste Zones Program (see Section II.A of this RFP Part 2), please describe those circumstances in detail and your proposal for not being required to provide organics collection in such circumstances.

Note: Please address how you plan to properly dispose of such source separated organics waste from non-designated covered establishments in your Waste Management Plan, Attachment 13.6.

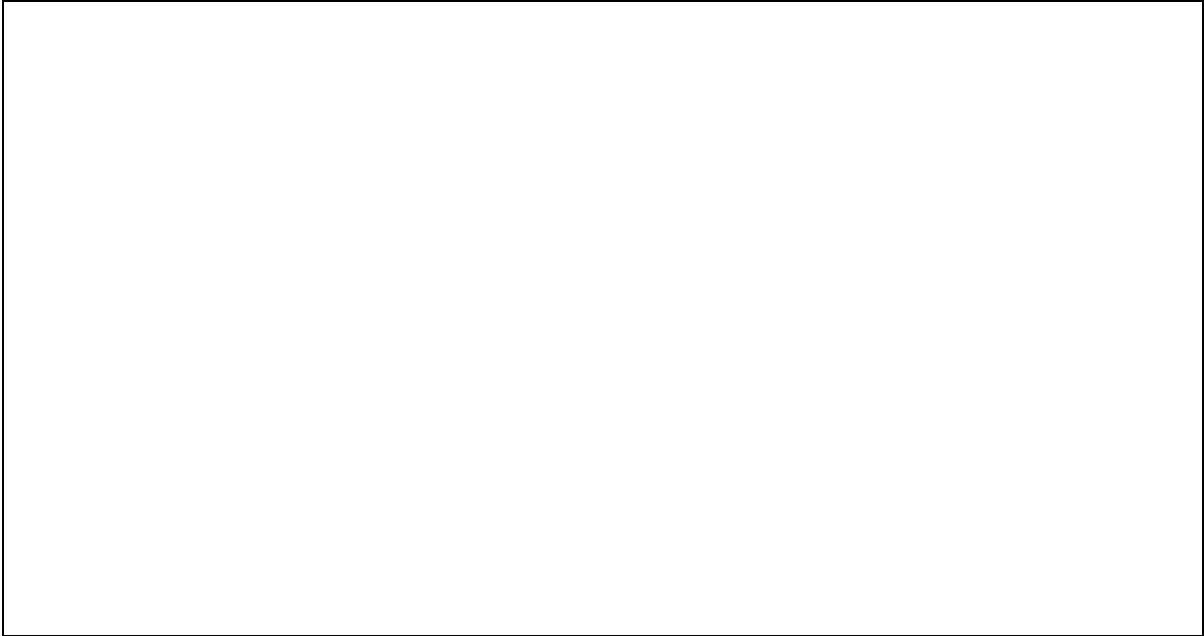
(If provided space is not sufficient, you may append a maximum of 3 typed pages.) (Bulleted responses are acceptable.)

PART 2 OF THE RFP - NYC COMMERCIAL WASTE ZONES

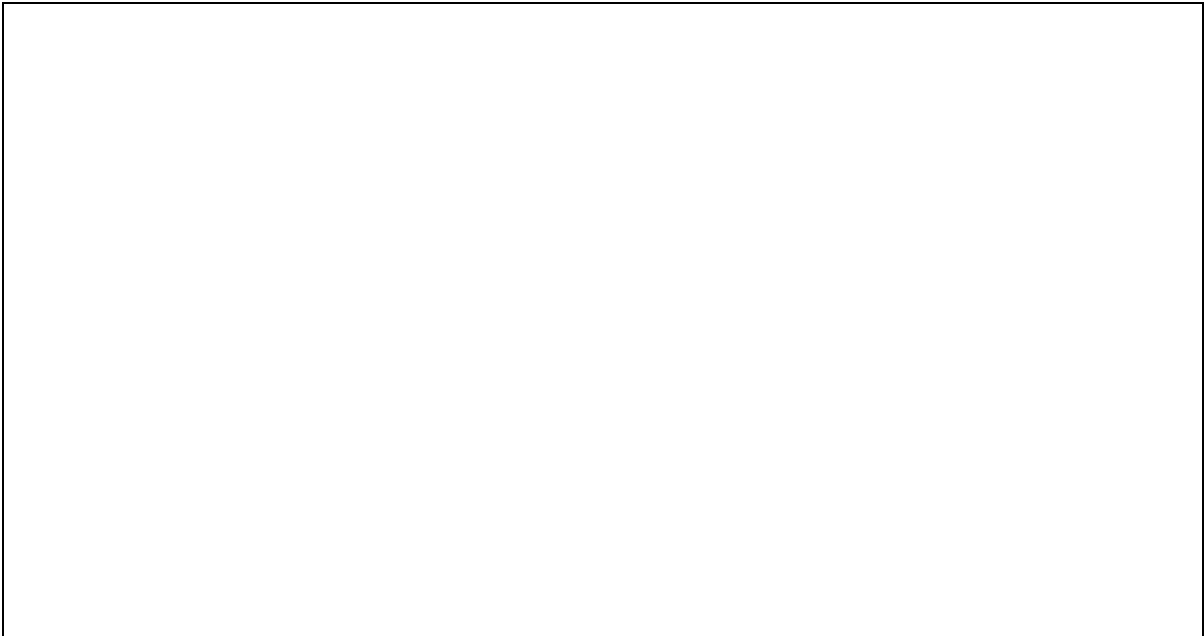


PART 2 OF THE RFP - NYC COMMERCIAL WASTE ZONES

- 5) Describe the Proposer's protocol for working with customers to promote compliance with the City's recycling laws and rules, increase the amount and quality of designated recyclable material diverted from the refuse stream, and increase overall diversion through waste reduction, reuse, and recycling. If you are utilizing Designated Carters, describe how you will ensure that they comply with such protocol.



- 6) Describe the Proposer's protocol for notifying a customer of significant designated recyclable material content in refuse and recommending to the customer steps to improve compliance with the City's recycling requirements and increase diversion of designated recyclable material from the refuse stream. If you are utilizing Designated Carters, describe how you will ensure that they comply with such protocol.



PART 2 OF THE RFP - NYC COMMERCIAL WASTE ZONES

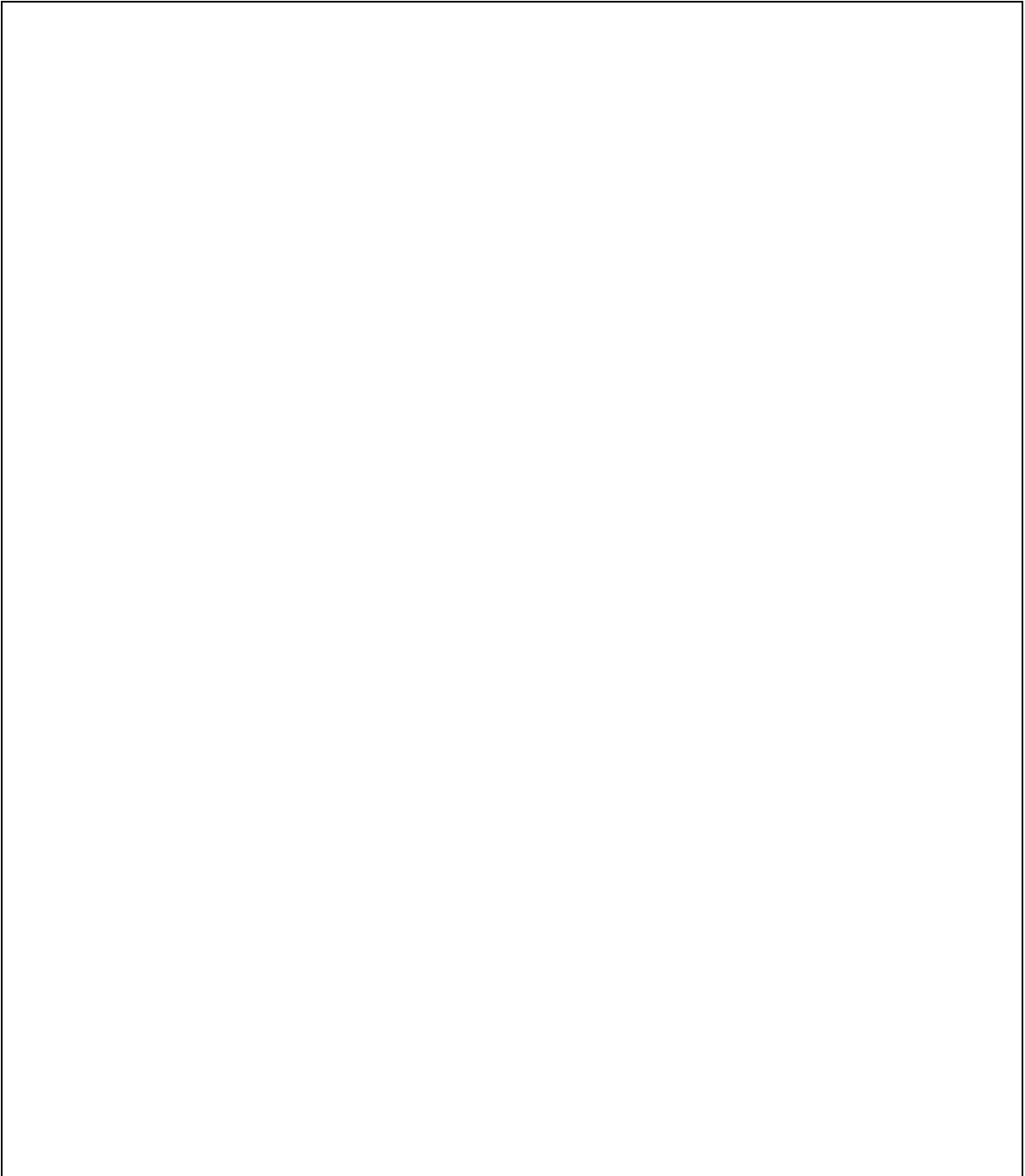
7) Describe the Proposer's plan to provide commercial waste generation audit services to customers and/or reimbursement to customers for commercial waste generation audits performed by a third party. This must include but need not be limited to the following:

- A description of whether the Proposer will contract directly with a third party waste audit company or offer reimbursement to customers;
- The Proposer's prices for third party waste audit services and/or reimbursement rates for such services;
- The Proposer's plan to promote access to commercial waste generation audit services to a broad range of commercial establishments including small businesses; and
- Specific methods, if any, of utilizing commercial waste generation audit services to support the Department's zero waste goals.

If you are utilizing Designated Carters, describe how you will ensure that they comply with such protocol.

PART 2 OF THE RFP - NYC COMMERCIAL WASTE ZONES

- 8) Describe any additional existing or planned practices to support waste reduction, reuse, and recycling among commercial establishments within the Zone(s) for which the Proposer is applying, or among Citywide containerized commercial waste customers, as applicable. This may include but need not be limited to investments in infrastructure for recycling and organics collection and processing, customer outreach and education, or other practices to further such goals. *(If provided space is not sufficient, you may append a maximum of 3 typed pages.) (Bulleted responses are acceptable.)*



ATTACHMENT 13.6 - WASTE MANAGEMENT PLAN

(Append documents as needed. Bulleted responses are acceptable.)

Name of Proposer: _____

The Proposer must answer the following questions about disposal of commercial waste collected and transported under the Commercial Waste Zones program. If there is not enough space to fit all responses, please append this information on a separate page.

- 1) The City is in the process of determining the feasibility of making the City’s Marine Transfer Stations (MTS’s) available to receive commercial waste under the CWZ Program. The Department will provide more information about the availability of MTS’s for commercial waste as it becomes available. A Proposer should not list a City MTS as a transfer or processing location for commercial waste in question 2 below.

Please indicate the Proposer’s interest in utilizing a City MTS (i.e., the 91st Street Marine Transfer Station and the Brooklyn Marine Transfer Station) in the future, should one become available to accept commercial waste:

Facility	Tons/Day	Zones / Citywide Containerized ^A
91 st Street Marine Transfer Station		
Southwest Brooklyn Marine Transfer Station		

A) The Proposer must indicate which Zone(s) the waste disposed at the named facility will come from. For example, if the Proposer is applying for Staten Island, Lower Manhattan, and Manhattan Southwest, and will be using this location for waste in Lower Manhattan and Manhattan Southwest, it must write “Lower Manhattan, Manhattan Southwest” in the box.

PART 2 OF THE RFP - NYC COMMERCIAL WASTE ZONES

- 2) a. What are the transfer stations, recycling processors, or any other disposal location, processing location, or location of final use or reuse where the Proposer or its Subcontractors intends to send commercial waste collected under this program? If applicable, note the Proposer’s guaranteed disposal capacity (in tons/day or tons/year) and the duration of such intention of use for guaranteed disposal. Include facilities that account for every waste stream collected under this program. Organics processing capacity should align with Proposer’s plans to serve customers that are not designated covered establishments.

Note: Appendix E includes RFEI responses from interested parties that have available existing transfer, processing, beneficial end-use or disposal facilities, or that propose to develop such facilities from within New York City and the region. Proposers may consider arrangements with these facilities and other facilities that did not submit RFEI responses. DSNY does not claim responsibility for the accuracy of the information provided in the RFEI.

Note: Under LL 199, DSNY is required consider as part of the evaluation whether, after considering a solid waste transfer station’s history of compliance with applicable local, state and federal laws, the Proposer’s use of such solid waste transfer station is likely to have an impact on public health or safety.

Name of Facility	Address	Waste Streams	Method of Transport to the Facility	Facility’s Method of Transport to Final Disposal Location, Final Processing Location, or Location of Final Use or Reuse^A	Zones^B	Guaranteed Disposal Capacity (Include Units)	Duration of Agreement
<i>Example Facility</i>	<i>123 Alphabet Rd., New York, NY 12345</i>	<i>Refuse</i>	<i>Packer Truck, Roll-on Roll-off Truck</i>	<i>Rail</i>	<i>Upper Manhattan, Bronx West</i>	<i>100 TPD</i>	<i>Until July 2025</i>

A) The Proposer must disclose what method(s) of transportation, if any, the transfer station, recycling processor, or disposal location uses to get the commercial waste disposed there to its final disposal location, final processing location, or location of final use or reuse. Example options include long-haul truck, rail, or barge. If the facility is the final destination for the waste, mark the respond as ‘final destination’.

B) The Proposer must indicate which Zones the waste disposed at the named facility will come from. For example, if the Proposer is applying for Staten Island, Lower Manhattan, and Manhattan Southwest, and will be using this location for waste in Lower Manhattan and Manhattan Southwest, it must write “Lower Manhattan, Manhattan Southwest” in the box.

Note: If additional entries are needed, use a duplicate of this page and append to the plan as needed.

PART 2 OF THE RFP - NYC COMMERCIAL WASTE ZONES

- b. Are you planning to employ single stream recycling and tip commingled metal, glass, plastic and paper at any of the facilities described in the chart above in (a)? If so, please list the facility here and describe how you have verified that the facility has the capability to sort such commodities appropriately into separate, marketable commodity streams.

- c. Do you anticipate any contingency when you will need to tip commercial waste at a facility that is not listed in the chart above in (a)? If so, please describe such contingency here and how you plan to address such situation, while still maintaining compliance with all CWZ Rules regarding disposal of commercial waste, including requirements to collect and maintain information on the final processing location, final disposal location, final use, or final reuse of all commercial waste collected by the Company and any of its designated carters, and all other information required by 16 RCNY § 30-24, including but not limited to where the commercial waste is sent after it is first tipped, and the mode of transport?

PART 2 OF THE RFP - NYC COMMERCIAL WASTE ZONES

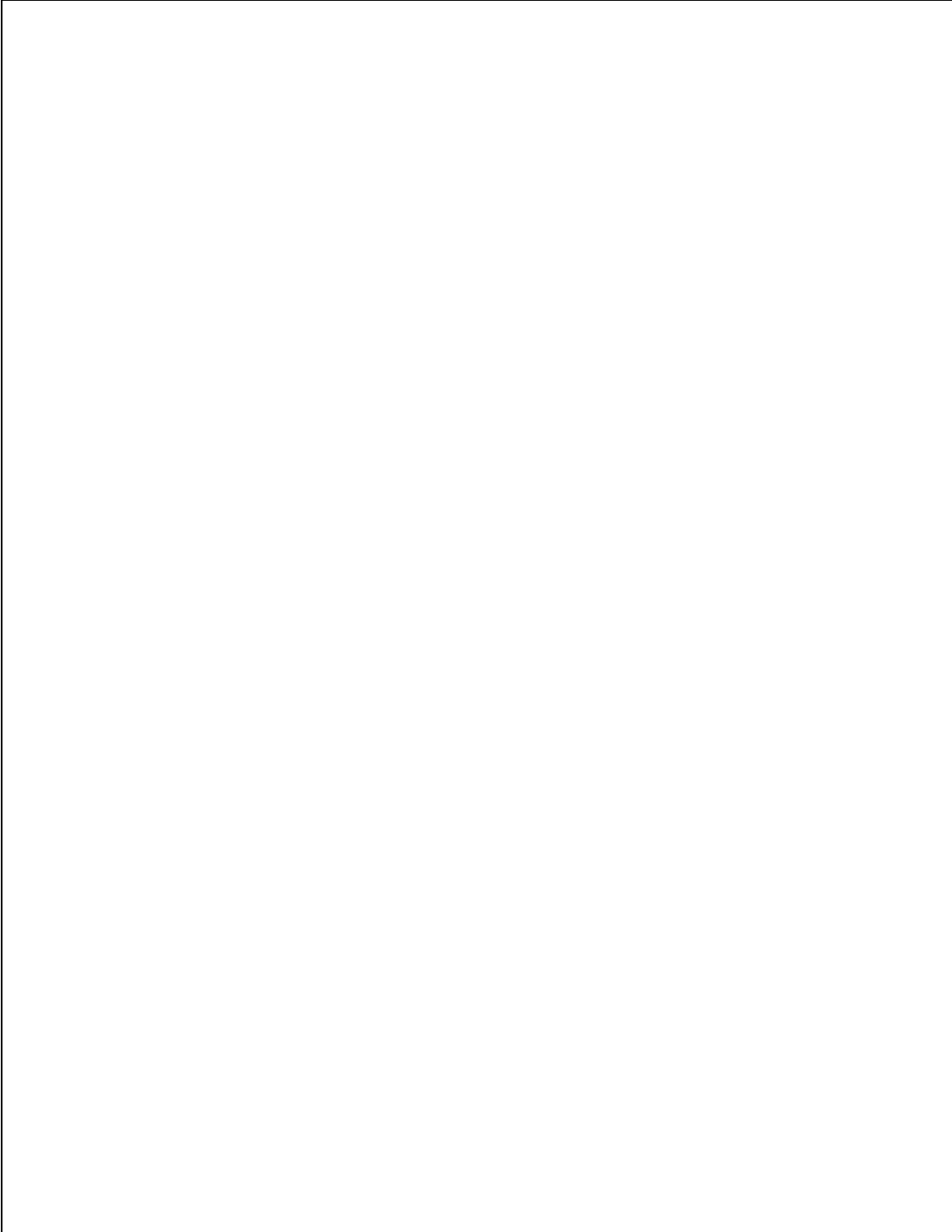
3) Do you currently or will you in the future use routing software to generate the most efficient collection routes?
 Yes No

4) Provide the estimated average vehicle miles per truck load needed to service customers in each of the Zones that the Proposer is proposing for. If either the Garage or Yard or the Disposal location is located inside the respective Zone being proposed for, please indicate that. See 16 RCNY § 20-02 A. and Appendix D for exact Zone geography descriptions.

Zone	Is Garage or Yard in Zone (Yes/No)	Is Disposal Location in Zone (Yes/No)	Estimated Vehicle Miles per Load
<i>Example</i>	<i>Yes</i>	<i>No</i>	<i>50</i>
Bronx West			
Bronx East			
Brooklyn North			
Brooklyn West			
Brooklyn Southwest			
Brooklyn South			
Brooklyn East			
Lower Manhattan			
Manhattan Southwest			
Manhattan Southeast			
Midtown South			
Midtown North			
Manhattan West			
Manhattan Northeast			
Upper Manhattan			
Queens West			
Queens Central			
Queens Northeast			
Queens Southeast			
Staten Island			
Containerized Citywide			


PART 2 OF THE RFP - NYC COMMERCIAL WASTE ZONES

- 5) In the space below, describe any plans and additional investments by either you, or any of the facilities listed in response to question 2 above, for new, improved, or expanded facilities for Recycling and Organics processing to handle the growth in these waste streams over time. *(Bulleted responses are acceptable.)*



PART 2 OF THE RFP - NYC COMMERCIAL WASTE ZONES

- 6) Describe any other existing or future plans related to the disposal of commercial waste collected, including but not limited specific practices or investments designed to promote the goals of sustainability, reliability, and equity in the delivery of waste management services. *(Bulleted responses are acceptable.)*



ATTACHMENT 13.7 - HEALTH & SAFETY PLAN

(Append documents as needed. Bulleted responses are acceptable.)

Name of Proposer: _____

Answer the following questions, with particular consideration given to the Department's Safety Rules, 16 RCNY Chapter 20.D, found in Appendix B. *If the Proposer has more Designated Carters than the space provided, the Proposer may append additional narrative or tables in response to the applicable questions.*

1) Side Guards

Administrative Code Section 16-526 requires all trade waste vehicles to be installed with side guards by January 1, 2024.

- a. What percentage of the Proposer's commercial waste vehicle fleet is currently equipped with side guards?

_____ %

- b. If less than 100 percent, does the Proposer have any plans for the Proposer's full fleet of commercial waste vehicles to be equipped with side guards prior to January 1, 2024? If so, by when?

Date of Intended Compliance: _____

- c. For each Designated Carter the Proposer intends to use, what percentage of the Designated Carter's fleet is currently equipped with side guards?

Designated Carter Name: _____ Share of Fleet in Compliance: _____ %

Designated Carter Name: _____ Share of Fleet in Compliance: _____ %

Designated Carter Name: _____ Share of Fleet in Compliance: _____ %

Designated Carter Name: _____ Share of Fleet in Compliance: _____ %

- d. If less than 100 percent, does the Proposer have any plans for the Designated Carter's full fleet of vehicles that will be utilized under the Agreement to meet this requirement prior to January 1, 2024? If so, when?

Designated Carter Name: _____ Date of Intended Compliance: _____

Designated Carter Name: _____ Date of Intended Compliance: _____

Designated Carter Name: _____ Date of Intended Compliance: _____

Designated Carter Name: _____ Date of Intended Compliance: _____

PART 2 OF THE RFP - NYC COMMERCIAL WASTE ZONES

2) **Telematics/GPS Tracking System**

The Department’s safety rules (16 RCNY 20-56) requires that each commercial waste vehicle is equipped with a telematics system that meets the following requirements:

- Must transmit vehicle location information (GPS data) to both the Awardee and the Department in real time, via cellular connection
- Must transmit in real time via cellular connection the following information to the Awardee:
 - Vehicle speed
 - Each instance when the vehicle travels at a speed above the applicable speed limit
 - Each instance of sudden acceleration by the vehicle
 - Each instance when the vehicle engages in a hard stop
 - Vehicle miles traveled

a. What percentage of the Proposer’s fleet of commercial waste vehicles has on-board telematics tracking installed that has the above required functions?

_____ %

b. For each Designated Carter the Proposer intends to use, what percentage of the Designated Carter’s fleet is equipped with on-board telematics tracking that has the above required functions?

Designated Carter Name: _____ Share of Fleet in Compliance: _____ %

Designated Carter Name: _____ Share of Fleet in Compliance: _____ %

Designated Carter Name: _____ Share of Fleet in Compliance: _____ %

Designated Carter Name: _____ Share of Fleet in Compliance: _____ %

c. Please provide information on the vehicle telematics system(s) that the Proposer and Designated Carters are currently using in commercial waste vehicles.

Telematics Service Provider	Brand / Model	GPS Refresh Rate (per minute)	Live GPS Data Transmission (Y/N)	Other Required Telematics Functions (Y/N)

PART 2 OF THE RFP - NYC COMMERCIAL WASTE ZONES

- d. Please provide information on the vehicle telematics system(s) that the Proposer and Designated Carters intend to use in the future under the Agreement, if this differs from what is currently used.

Telematics Service Provider	Brand / Model	GPS Refresh Rate (per minute)	Live GPS Data Transmission (Y/N)	Other Required Telematics Functions (Y/N)

3) **Cross-Over Mirrors**

- a. What percentage of the Proposer’s fleet of commercial waste vehicles is currently equipped with cross-over mirrors?

_____ %

- b. For each Designated Carter, what percentage of the fleet of commercial waste vehicles is currently equipped with cross-over mirrors?

Designated Carter Name: _____ Share of Fleet in Compliance: _____ %

Designated Carter Name: _____ Share of Fleet in Compliance: _____ %

Designated Carter Name: _____ Share of Fleet in Compliance: _____ %

Designated Carter Name: _____ Share of Fleet in Compliance: _____ %

4) **Back-Up Cameras**

The Department’s safety rules (16 RCNY 20-54) require all commercial waste vehicles to be equipped with back-up cameras by January 1, 2026.

- a. What percentage of the Proposer’s fleet of commercial waste vehicles is currently equipped with back-up cameras that meet the requirements of 16 RCNY 20-54?

_____ %

PART 2 OF THE RFP - NYC COMMERCIAL WASTE ZONES

- b. For each Designated Carter, what percentage of the fleet of commercial waste vehicles is currently equipped with back-up cameras that meet the requirements of 16 RCNY 20-54?

Designated Carter Name: _____ Share of Fleet in Compliance: _____ %

Designated Carter Name: _____ Share of Fleet in Compliance: _____ %

Designated Carter Name: _____ Share of Fleet in Compliance: _____ %

Designated Carter Name: _____ Share of Fleet in Compliance: _____ %

- c. If the answer to either **a.** or **b.** is less than 100%, does the Proposer have any plans to fully equip all commercial waste vehicles with back-up cameras prior to January 1, 2026? If so, when?

Designated Carter Name: _____ Date of Intended Compliance: _____

Designated Carter Name: _____ Date of Intended Compliance: _____

Designated Carter Name: _____ Date of Intended Compliance: _____

Designated Carter Name: _____ Date of Intended Compliance: _____

5) **Auxiliary Back and Side Lighting**

The Department’s safety rules (16 RCNY 20-55) require all commercial waste vehicles to be equipped with auxiliary back and side lighting by January 1, 2026.

- a. What percentage of the Proposer’s fleet of commercial waste vehicles is currently equipped with auxiliary lighting that meets the requirements of 16 RCNY 20-55?

_____ %

- b. For each Designated Carter, what percentage of the fleet of commercial waste vehicles is currently equipped with auxiliary lighting that meets the requirements of 16 RCNY 20-55?

Designated Carter Name: _____ Share of Fleet in Compliance: _____ %

Designated Carter Name: _____ Share of Fleet in Compliance: _____ %

Designated Carter Name: _____ Share of Fleet in Compliance: _____ %

Designated Carter Name: _____ Share of Fleet in Compliance: _____ %

- c. If the answer to either **a.** or **b.** is less than 100%, does the Proposer have any plans to fully equip all commercial waste vehicles with back-up cameras prior to January 1, 2026? If so, when?

Designated Carter Name: _____ Date of Intended Compliance: _____

Designated Carter Name: _____ Date of Intended Compliance: _____

Designated Carter Name: _____ Date of Intended Compliance: _____

Designated Carter Name: _____ Date of Intended Compliance: _____

PART 2 OF THE RFP - NYC COMMERCIAL WASTE ZONES

6) **Other Safety Features**

Describe any other existing or planned safety features of the commercial waste vehicles of the Proposer, or of the Proposer's Designated Carters. State whether such safety features are currently in place or whether the Proposer intends to incorporate the safety features if awarded an Agreement, including but not limited to collision/blind spot sensors, cab-over truck design, and enhanced visibility windshields. *(Bulleted responses are acceptable.)*

7) **Corporate Health & Safety Procedures**

Describe any other existing or future plans the Proposer has to ensure compliance with applicable federal, state and local laws and specific practices to further the goals of promoting the health and safety of the general public and the Proposer's employees, including but not limited to the Department's health and safety rules for Awardees. See 16 RCNY Chapter 20-D, Safety Requirements (Appendix B). In addition to or in lieu of a narrative response below, the Proposer may append the Proposer's corporate Health & Safety procedures, and any documents related to the Proposer's worker training programs. The Proposer should also provide the same information for any Designated Carters the Proposer intends to use. *(Bulleted responses are acceptable.)*

ATTACHMENT 13.8 - AIR POLLUTION REDUCTION PLAN

(Append documents as needed. Bulleted responses are acceptable.)

Name of Proposer: _____

Answer the following questions to provide information on the Proposer's plans to improve air pollution reduction under the Commercial Waste Zone program.

1) Engine Requirements

- a. What percentage of the Proposer's heavy duty commercial waste vehicles are fully in compliance with section 24-163.11 of the NYC Administrative Code (without a waiver) and equipped with an engine certified to the applicable 2007 EPA standard or retrofitted to meet the required standard?

_____ %

- b. If less than 100%, indicate whether the Proposer is operating under a waiver and describe the Proposer's plan for meeting the required standard for all commercial waste vehicles by the start of the Agreement:
(Bulleted responses are acceptable.)

PART 2 OF THE RFP - NYC COMMERCIAL WASTE ZONES

- c. For each Designated Carter the Proposer intends to use, what percentage of the Designated Carter's heavy duty commercial waste vehicles are fully in compliance with section 24-163.11 of the NYC Administrative Code (without a waiver) and equipped with an engine certified to the applicable 2007 EPA standard or retrofitted to meet the required standard? *Note: If additional entries are needed, use a duplicate of this page and append to the plan as needed.*

Designated Carter Name: _____ Share of Fleet in Compliance: _____ %

Designated Carter Name: _____ Share of Fleet in Compliance: _____ %

Designated Carter Name: _____ Share of Fleet in Compliance: _____ %

Designated Carter Name: _____ Share of Fleet in Compliance: _____ %

- d. If less than 100%, indicate whether the Designated Carter is operating under a waiver and describe the Proposer's plan for meeting the required standard for all commercial waste vehicles by the start of the Agreement: *(Bulleted responses are acceptable.)*

PART 2 OF THE RFP - NYC COMMERCIAL WASTE ZONES

- 2) Detail the Proposer's existing or future plans, if any, to reduce air pollution and greenhouse gas emissions from commercial waste vehicles, including but not limited to any plans to: provide commercial waste collection services with a fleet comprised of at least 50 percent zero emissions vehicles by 2030 or plans to otherwise utilize zero emissions vehicles in the provision of commercial waste collection services. *(Bulleted responses are acceptable.)*



- 3) Detail any existing or future plans to implement operational best practices to reduce air pollution and greenhouse gas emissions. (This may include, but is not limited to, routing efficiency software, idling protocols, etc.) *(Bulleted responses are acceptable.)*



PART 2 OF THE RFP - NYC COMMERCIAL WASTE ZONES

- 4) Detail the Proposer's existing or future plans, if any, to reduce air pollution and greenhouse gas emissions through infrastructure investments, adoption of technologies or other sustainable solutions, including but not limited to, any plans to invest in sustainable facilities or infrastructure for organics and recycling processing. *(Bulleted responses are acceptable.)*

- 5) Detail any additional existing or future plans to reduce air pollution and greenhouse gas emissions. *(Bulleted responses are acceptable.)*

ATTACHMENT 14 - MAXIMUM RATE SCHEDULES FORM

[Complete the Attachment 14 – Maximum Rate Schedules form in Excel to be submitted as the complete Price Proposal]

The Proposer should carefully review and complete the Attachment 14 - Price Proposal form, which is provided in Excel format. The following Sheets will be found in the Attachment 14 form and should be filled out accordingly:

- 1) Cover Page – Provide the Proposer’s Company Name, Company Address, and BIC License Number(s).
- 2) Market Info (Tonnage, Pickup Frequency, and Business Types) – The Proposer does not need to fill out these pages. These pages provide aggregated market information on customers, estimated waste generation, and pickup patterns to help inform Proposer bids. There is no guarantee as to the accuracy of the information provided.
- 3) Zone Selection – Indicate the Zones that the Proposer is applying for.
- **4) Maximum Rate Schedules – These pages MUST BE COMPLETED for each Zone for which the Proposer is applying, and/or the Citywide Containerized Commercial Waste award, as applicable.**
- **5) Additional Fees – This page MUST BE COMPLETED if the Proposer plans on charging any of the allowed additional fees. If the Proposer does not complete this page, or submits values of \$0 or 0%, it is assumed that the Proposer will absorb such costs into its maximum rate schedule to customers.**

Attachment 14: Maximum Rate Schedules

In the boxes below, please provide the Proposer's Company Name, Company Address, and BIC License Number(s).

Proposer's Company Name

[Empty input box for Proposer's Company Name]

Proposer's Company Address

[Empty input box for Proposer's Company Address]

Proposer's BIC License Number(s)

[Empty input box for Proposer's BIC License Number(s)]



Attachment 14: Maximum Rate Schedules, Market Info, Tonnage

Zone	Total Waste (Tons/Day)	Refuse (Tons/Day)	Recyclables (Tons/Day)	Organics (Tons/Day)
Bronx West	380	250	130	10
Bronx East	350	240	100	10
Brooklyn North	420	300	110	10
Brooklyn West	480	340	130	10
Brooklyn Southwest	400	270	120	10
Brooklyn South	360	250	100	10
Brooklyn East	520	350	160	10
Lower Manhattan	540	380	150	10
Manhattan Southwest	590	410	170	10
Manhattan Southeast	1,280	920	340	20
Midtown South	990	720	260	10
Midtown North	530	390	140	10
Manhattan West	1,630	1,180	430	20
Manhattan Northeast	670	490	170	10
Upper Manhattan	220	140	70	10
Queens West	390	300	80	10
Queens Central	420	300	110	10
Queens Northeast	440	300	130	10
Queens Southeast	360	270	80	10
Staten Island	280	190	80	10

Source: NYC Commercial Waste Generation Study, 2019-2020

Disclaimer: Data provided for informational purposes. There is no guarantee to the accuracy of this information. Factors that may impact the accuracy of information provided could include but are not limited to the impact of COVID-19 on the commercial waste industry, quality of reported data, margins of error, and/or other factors.

Attachment 14: Maximum Rate Schedules, Market Info, Pickup Frequency

Zone	Total Customers	Waste Stream	Customers by Waste Stream	Pickup Frequency									
				Median Pickups / Week	1 Pickup / Week	2 Pickups / Week	3 Pickups / Week	4 Pickups / Week	5 Pickups / Week	6 Pickups / Week	7 Pickups / Week	8+ Pickups / Week	Unspecified
Bronx West	7,732	Refuse	7,149	3	971	1,081	2,019	150	967	1,687	21	16	237
		Paper / Cardboard	4,710	3	668	561	1,945	108	301	569	19	398	141
		M / G / P	701	2	329	163	144	5	5	20	6	0	29
		Unspecified	115	3	2	0	2	0	0	1	0	0	110
Bronx East	6,414	Refuse	6,055	3	1,037	925	1,453	326	825	1,249	18	13	209
		Paper / Cardboard	4,080	3	650	444	1,980	121	130	438	24	182	111
		M / G / P	616	1	348	135	93	2	1	10	4	0	23
		Unspecified	52	1	4	1	0	0	0	0	0	0	47
Brooklyn North	6,034	Refuse	4,245	2	1,301	897	748	107	226	536	158	4	268
		Paper / Cardboard	3,051	2	812	485	431	35	59	86	20	0	1,123
		M / G / P	1,538	1	396	194	87	6	8	23	7	2	815
		Unspecified	533	3	0	1	1	0	0	2	0	0	529
Brooklyn West	6,091	Refuse	4,458	3	1,064	713	589	96	485	869	178	10	454
		Paper / Cardboard	2,903	3	626	362	704	31	129	170	30	1	850
		M / G / P	1,229	1	374	136	108	7	11	39	22	1	531
		Unspecified	606	1	6	1	1	0	0	2	0	0	596
Brooklyn Southwest	5,064	Refuse	2,754	3	546	481	358	53	839	302	44	9	122
		Paper / Cardboard	1,552	2	431	243	348	30	62	97	6	0	335
		M / G / P	400	1	185	46	24	1	6	4	6	0	128
		Unspecified	1,896	1	3	0	1	0	0	0	1	0	1,891
Brooklyn South	4,164	Refuse	3,184	2	859	761	582	63	207	415	20	0	277
		Paper / Cardboard	2,629	2	839	416	496	74	98	79	4	0	623
		M / G / P	681	1	201	50	20	6	4	6	3	0	391
		Unspecified	278	1	3	0	0	0	0	0	0	0	275
Brooklyn East	6,846	Refuse	5,731	2	2,102	1,292	1,040	81	160	482	23	4	547
		Paper / Cardboard	4,252	2	1,143	643	630	37	55	75	4	0	1,665
		M / G / P	1,434	1	374	60	52	6	5	6	3	0	928
		Unspecified	327	2	2	4	1	0	1	3	0	0	316
Lower Manhattan	1,900	Refuse	1,387	5	103	119	165	15	326	343	192	4	120
		Paper / Cardboard	1,063	3	115	114	270	10	206	145	48	0	155
		M / G / P	600	2	182	111	91	3	45	57	21	1	89
		Unspecified	57	6	0	0	0	0	0	1	0	0	56
Manhattan Southwest	4,433	Refuse	3,216	5	259	238	521	46	556	1,002	450	15	129
		Paper / Cardboard	2,698	3	440	386	791	21	277	457	56	2	268
		M / G / P	1,880	2	710	297	279	22	119	230	23	8	192
		Unspecified	86	1	1	0	0	0	0	0	0	0	85
Manhattan Southeast	4,939	Refuse	3,476	5	347	335	458	71	430	1,133	480	13	209
		Paper / Cardboard	2,619	3	369	406	689	39	307	341	40	3	425
		M / G / P	1,404	2	456	204	234	15	72	139	23	2	259
		Unspecified	121	5	0	0	0	0	1	0	0	0	120

Source: BIC Private Carter 2019 Q1-Q3 Customer Register + 2019 January Customer Portal Data

Note: Pickup data is not available for all customers. These numbers are provided based on aggregated self-reported information from carters.

Note: Source-separated Organics pickup data is not available. Customers listed with M/G/P pickup may have M/G/P or Single Stream Recycling services.

Note: Column "Customers by Waste Stream" does NOT add up to Column "Total Customers". A customer receiving service for Refuse, Paper/Cardboard, and M/G/P will be counted once for Refuse, once for Paper/Cardboard, and once for M/G/P.

Disclaimer: Data provided for informational purposes. There is no guarantee to the accuracy of this information. Factors that may impact the accuracy of information provided could include but are not limited to the impact of COVID-19 on the commercial waste industry, quality of reported data, margins of error, and/or other factors.

Attachment 14: Maximum Rate Schedules, Market Info, Pickup Frequency

Zone	Total Customers	Waste Stream	Customers by Waste Stream	Pickup Frequency									
				Median Pickups / Week	1 Pickup / Week	2 Pickups / Week	3 Pickups / Week	4 Pickups / Week	5 Pickups / Week	6 Pickups / Week	7 Pickups / Week	8+ Pickups / Week	Unspecified
Midtown South	5,881	Refuse	2,584	5	101	103	145	36	1,089	509	250	15	336
		Paper / Cardboard	1,870	5	125	167	302	20	675	281	72	0	228
		M / G / P	690	3	155	149	94	20	87	74	30	1	80
		Unspecified	171	5	0	0	0	0	3	1	0	0	167
Midtown North	3,946	Refuse	2,244	5	76	72	125	25	1,045	414	259	11	217
		Paper / Cardboard	1,883	5	56	106	212	17	921	286	100	1	184
		M / G / P	560	3	109	52	108	5	71	113	33	1	68
		Unspecified	60	6	0	0	0	0	0	1	0	0	59
Manhattan West	5,107	Refuse	3,494	5	269	297	379	58	669	1,133	344	11	334
		Paper / Cardboard	2,610	3	340	425	646	25	397	366	65	6	340
		M / G / P	1,338	2	426	260	201	7	94	151	33	2	164
		Unspecified	79	3	0	0	1	0	0	1	0	0	77
Manhattan Northeast	4,041	Refuse	2,812	5	269	303	384	52	428	968	233	10	165
		Paper / Cardboard	2,109	3	208	213	739	16	243	438	49	6	197
		M / G / P	848	2	314	99	137	3	54	81	26	4	130
		Unspecified	99	1	1	0	1	0	0	0	0	0	97
Upper Manhattan	3,442	Refuse	2,661	5	199	330	629	39	479	825	69	7	84
		Paper / Cardboard	1,659	3	243	213	805	15	122	161	14	23	63
		M / G / P	857	2	313	143	303	4	28	22	7	2	35
		Unspecified	182	6	0	0	0	0	0	1	0	0	181
Queens West	6,420	Refuse	4,975	2	1,829	1,128	779	110	205	636	100	7	181
		Paper / Cardboard	2,399	1	974	436	365	20	53	53	8	0	490
		M / G / P	1,935	1	1,027	359	104	7	14	16	7	0	401
		Unspecified	611	1	1	1	0	0	0	0	0	0	609
Queens Central	7,257	Refuse	6,024	2	1,973	1,639	1,191	117	164	584	93	7	256
		Paper / Cardboard	3,468	1	1,190	622	370	28	47	78	11	0	1,122
		M / G / P	2,150	1	867	307	83	9	20	9	8	0	847
		Unspecified	270	1	3	1	0	0	0	0	0	0	266
Queens Northeast	5,522	Refuse	3,994	2	1,413	1,008	743	83	85	358	51	14	239
		Paper / Cardboard	2,287	1	1,109	554	273	21	28	33	5	0	264
		M / G / P	654	1	375	99	32	4	2	8	3	0	131
		Unspecified	63	1	4	0	0	0	0	0	0	0	59
Queens Southeast	7,312	Refuse	6,715	2	2,659	1,664	1,145	85	163	228	47	2	722
		Paper / Cardboard	3,705	2	1,274	823	542	13	49	56	10	0	938
		M / G / P	583	1	265	37	17	0	4	0	4	0	256
		Unspecified	209	1	4	3	0	0	0	1	0	0	201
Staten Island	4,363	Refuse	4,048	3	1,095	800	463	756	54	177	5	498	200
		Paper / Cardboard	1,751	3	387	195	163	329	13	3	0	258	403
		M / G / P	105	1	74	13	12	3	0	2	0	0	1
		Unspecified	193	1	5	4	0	0	0	0	0	0	184

Source: BIC Private Carter 2019 Q1-Q3 Customer Register + 2019 January Customer Portal Data

Note: Pickup data is not available for all customers. These numbers are provided based on aggregated self-reported information from carters.

Note: Source-separated Organics pickup data is not available. Customers listed with M/G/P pickup may have M/G/P or Single Stream Recycling services.

Note: Column "Customers by Waste Stream" does NOT add up to Column "Total Customers". A customer receiving service for Refuse, Paper/Cardboard, and M/G/P will be counted once for Refuse, once for Paper/Cardboard, and once for M/G/P.

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Zone	Total Customers	Business Type																
		Auto Repair	Hotel Small (up to 15 fl)	Hotel Big (16 or more fl)	Institution	Light Manufacturing	Heavy Manufacturing	Office Building Small (up to 10 fl)	Office Building Medium (11 to 20 fl)	Office Building Large (21 or more fl)	Professional Office	Medical / Dental Office	Restaurant	Retail Food	Retail Non-food	Wholesale food	Wholesale Non-food	Unknown
Bronx West	7,732	285	14	3	90	100	10	114	7	2	152	103	634	1,506	4,199	71	43	399
Bronx East	6,414	303	13	1	79	96	12	72	10	2	148	77	591	953	3,381	236	59	381
Brooklyn North	6,034	113	16	6	56	212	22	101	16	9	155	86	738	1,193	2,636	122	126	427
Brooklyn West	6,091	120	26	2	103	246	42	176	20	23	243	116	763	889	2,674	117	205	326
Brooklyn Southwest	5,064	147	11	9	63	48	7	97	3	4	347	139	460	802	2,684	56	77	110
Brooklyn South	4,164	103	4	0	45	25	1	75	11	4	243	173	331	651	2,241	17	37	203
Brooklyn East	6,846	271	11	3	94	111	21	79	12	19	132	212	564	1,218	3,463	66	74	496
Lower Manhattan	1,900	0	17	13	33	6	0	137	66	88	73	25	304	264	735	2	14	123
Manhattan Southwest	4,433	0	24	11	124	13	1	375	155	55	245	38	692	464	1,910	21	28	277
Manhattan Southeast	4,939	5	45	21	94	17	1	148	65	63	130	84	1,142	822	1,962	30	22	288
Midtown South	5,881	1	34	33	45	37	2	668	1,721	401	525	30	370	327	1,396	6	95	190
Midtown North	3,946	0	47	52	30	33	0	170	588	412	543	20	418	325	1,136	6	48	118
Manhattan West	5,107	19	40	29	75	40	0	196	456	191	185	57	781	651	1,880	20	32	455
Manhattan Northeast	4,041	10	5	7	108	19	1	113	24	9	168	122	521	556	2,052	23	11	292
Upper Manhattan	3,442	20	5	1	75	10	0	48	11	2	71	95	511	728	1,651	16	6	192
Queens West	6,420	324	34	7	76	276	35	196	23	7	252	140	774	873	2,817	147	162	277
Queens Central	7,257	172	11	3	75	123	15	101	28	5	352	235	740	1,168	3,758	111	95	265
Queens Northeast	5,522	203	22	4	142	97	23	173	46	5	296	222	535	697	2,705	64	80	208
Queens Southeast	7,312	271	28	9	133	65	15	245	39	7	196	174	504	1,115	3,666	54	82	709
Staten Island	4,363	243	9	1	132	65	7	72	3	7	445	103	485	565	1,928	17	23	258

Source: BIC Private Carter 2019 Q1-Q3 Customer Register + 2019 January Customer Portal Data

Note: Business Type data is not available for all customers. These numbers are provided based on aggregated self-reported information from carters.

Disclaimer: Data provided for informational purposes. There is no guarantee to the accuracy of this information. Factors that may impact the accuracy of information provided could include but are not limited to the impact of COVID-19 on the commercial waste industry, quality of reported data, margins of error, and/or other factors.

Mark "X" next to the zones that the Proposer is applying for.

BRONX		BROOKLYN		MANHATTAN		QUEENS		STATEN ISLAND	
<input type="checkbox"/>	Bronx West	<input type="checkbox"/>	Brooklyn North	<input type="checkbox"/>	Lower Manhattan	<input type="checkbox"/>	Queens West	<input type="checkbox"/>	Staten Island
<input type="checkbox"/>	Bronx East	<input type="checkbox"/>	Brooklyn West	<input type="checkbox"/>	Manhattan Southwest	<input type="checkbox"/>	Queens Central		
		<input type="checkbox"/>	Brooklyn Southwest	<input type="checkbox"/>	Manhattan Southeast	<input type="checkbox"/>	Queens Northeast		
		<input type="checkbox"/>	Brooklyn South	<input type="checkbox"/>	Midtown South	<input type="checkbox"/>	Queens Southeast		
		<input type="checkbox"/>	Brooklyn East	<input type="checkbox"/>	Midtown North				
				<input type="checkbox"/>	Manhattan West				
				<input type="checkbox"/>	Manhattan Northeast				
				<input type="checkbox"/>	Upper Manhattan				
CITYWIDE CONTAINERIZED									
<input type="checkbox"/>	Citywide Containerized								

For all selected Zones and/or Containerized Commercial Waste Citywide Collection, fill out Sheet 4) Customer Pricing Schedule for your application to be deemed responsive.



Instructions

Please read carefully and follow all instructions as outlined below.

- 1) **If proposing for one or more Zones, please fill out the Maximum Rate Schedules for BOTH curbside and containerized services within the applicable Zone (Sheet 4, Pages 2-4). If proposing for Containerized Commercial Waste Citywide Collection, please fill out the LAST ROW in the Maximum Rate Schedules for containerized services (Sheet 4, Pages 3-4).**

- 2) **All prices in the Price Proposal are maximum rates**, i.e. the customer will be allowed to negotiate down from the Maximum Rates Schedule when contracting with the Awardee for waste collection services.

- 3) **Maximum Rate Schedule: Curbside Service (Sheet 4, Page 2)** - Applies to Refuse, Recyclable Materials, and Organic Waste for set-out types including bags, bins, and containers less than 10 CY in size within the applicable Zone. **Curbside services provided by Zone Awardees will follow a two-part pricing structure:**
 - a) **A charge based on frequency of collection by waste stream.** This must be submitted as a fixed monthly charge per waste stream, based on the frequency of collection of the waste stream. The Proposer must provide prices for all listed service frequencies from 1 to 7 Days Overnight per Week for each Zone applied to.
 - b) **A charge based on weight or volume of waste collected by waste stream.** The Proposer must provide prices on a per 100 lbs and per CY basis for each Zone applied to.

- 4) **Maximum Rate Schedule: Containerized Service (Sheet 4, Pages 3-4)** - Applies to Refuse, Recyclable Materials, and Organic Waste for containers and compactors greater than or equal to 10 CY in size within the applicable Zone OR Containerized Commercial Waste Citywide Collection. **Containerized services provided by Zone Awardees and Citywide Containerized Commercial Waste Awardees will follow the following pricing structure:**
 - a) **A charge imposed each time containerized commercial waste is collected (per pull) from the customer based on the volume of the container.** The return of an empty container should be included in the per pull service rate.
 - b) **A periodic container rental fee**, if applicable. This must be submitted as a monthly rental charge. If a Proposer does not intend to charge customers for container rentals, the Proposer may propose a price of \$0.00.

- 5) **Recyclable Materials and Organic Waste Discount (Sheet 4, Top of Page 2)** - **Proposers are encouraged to propose a Discount that will lower rates for the collection of designated Recyclable Materials and source separated Organic Waste, relative to the price of Refuse collection.** This Discount applies to all curbside and containerized service elements of a customer's bill, including the Fixed Monthly Charge, Weight/Volume Based Charge, Service Charge per Pull, and Monthly Rental Charge. The Department strongly prefers that the rate for Recyclable Materials and the rate for Organic Waste each be at least 30% lower, relative to the rate for Refuse.

- 6) **Additional Fees (Sheet 5)** - **Proposers will be allowed to propose Additional Fees for select allowed extra services.** These extra services are listed in Sheet 5) Additional Fees. If the Proposer does not complete this page, or submits values of \$0 or 0%, it is assumed that the Proposer will absorb such costs into its maximum rate schedule to customers.

- 7) If a Proposer is awarded both a Zone and a Containerized Commercial Waste Citywide Collection contract, the Citywide pricing structure will be referred to as default for containerized rates prior to contract negotiations.

- 8) The pricing structure proposed in the Proposal will be evaluated based on the competitiveness of the prices proposed in comparison with other Proposals received for the Zone proposed upon or for containerized commercial waste services, as applicable. Where the Proposer is applying for multiple Zones, each pricing proposal will be evaluated separately. For additional information on the evaluation of Price Proposals, see Section III.B.3.

Recyclable Materials Discount	Organic Waste Discount
30%	30%

Maximum Rate Schedule: Curbside Service									
Zones	Maximum Fixed Monthly Charge Based on Frequency of Collection							Maximum Weight/Volume Based Charge	
	1 Day Overnight	2 Days Overnight	3 Days Overnight	4 Days Overnight	5 Days Overnight	6 Days Overnight	7 Days Overnight	Per 100 lbs Refuse	Per CY Refuse
Bronx West	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bronx East	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Brooklyn North	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Brooklyn West	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Brooklyn Southwest	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Brooklyn South	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Brooklyn East	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lower Manhattan	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Manhattan Southwest	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Manhattan Southeast	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Midtown South	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Midtown North	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Manhattan West	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Manhattan Northeast	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Upper Manhattan	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Queens West	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Queens Central	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Queens Northeast	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Queens Southeast	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Staten Island	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Maximum Rate Schedule: Containerized Service								
Zones	Maximum Monthly Service Charge per Pull							
	Open-Top Container				Compactor			
	10-19 CY	20-29 CY	30-39 CY	40+ CY	10-19 CY	20-29 CY	30-39 CY	40+ CY
Bronx West	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bronx East	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Brooklyn North	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Brooklyn West	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Brooklyn Southwest	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Brooklyn South	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Brooklyn East	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lower Manhattan	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Manhattan Southwest	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Manhattan Southeast	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Midtown South	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Midtown North	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Manhattan West	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Manhattan Northeast	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Upper Manhattan	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Queens West	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Queens Central	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Queens Northeast	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Queens Southeast	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Staten Island	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Citywide Containerized	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Maximum Rate Schedule: Containerized Service								
Zones	Maximum Monthly Rental Charge							
	Open-Top Container				Compactor			
	10-19 CY	20-29 CY	30-39 CY	40+ CY	10-19 CY	20-29 CY	30-39 CY	40+ CY
Bronx West	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bronx East	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Brooklyn North	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Brooklyn West	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Brooklyn Southwest	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Brooklyn South	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Brooklyn East	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lower Manhattan	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Manhattan Southwest	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Manhattan Southeast	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Midtown South	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Midtown North	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Manhattan West	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Manhattan Northeast	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Upper Manhattan	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Queens West	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Queens Central	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Queens Northeast	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Queens Southeast	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Staten Island	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Citywide Containerized	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Instructions

Fill out the below Maximum Rate Schedule: Additional Fees table in your bid. Rates provided will apply to all Zones applied for and Containerized Commercial Waste Citywide Collection, where applicable. If the Proposer does not complete this page, or submits values of \$0 or 0%, it is assumed that the Proposer will absorb such costs into its maximum rate schedule to customers. The selected awardees will be able to petition the Department for additional fees in the future.

Maximum Rates Schedule: Additional Fees		
Type of Service		Additional Information
Premium Pickup Services	Additional % Fee	
Pickup Outside of Service Hours	0%	Requested pick-up outside of standard service hours
Pickup within 2 Hours	0%	Requested pick-up time within a window of less than two hours where a pick-up window is specified in the agreement
Cleaning	Charge per Incident	
Container/Compactor Cleaning	\$0.00	Cost of cleaning a container or compactor
Equipment	Charge per Incident	
Deliver, Replace, or Remove Carts / Containers	\$0.00	Cost of delivering, replacing, or removing a cart or container for a customer
Rental of Equipment	\$0.00	Cost of renting equipment other than containers, compactors or dumpsters. If needed, append up to one page on equipment types.
Additional Service	Charge per Incident	
Return Rate if Carter Must Return to Provide Service	\$0.00	Cost of returning to a location for service based on a customer created condition, after following all applicable procedures set forth in RCNY section 20-24
Entry Required for Collection Service	\$0.00	Cost of collection service that requires entry inside the building, other than service in and out of a loading dock
Pickup Delays	\$0.00	Cost of driver waiting due to a customer created delay in excess of 15 minutes, documented with GPS technology
Improper Setout Fees	Charge per Incident	
Container Overfill	\$0.00	Fee for Cart/Bin/Container overfill. Must be documented following all applicable procedures set forth in RCNY section 20-24
Recyclable Materials / Source Separated Organic Waste	\$0.00	Designated recyclable materials or source separated organic waste with contamination of at least 10 percent, after following all applicable procedures set forth in RCNY section 20-24
Payment Fees	Charge per Incident	
Late Payment Fee	\$0.00	Monthly fee for late payment(s)
Insufficient Funds Fee	\$0.00	Fee for insufficient funds including but not limited to a bounced check or an electronic transfer that fails due to insufficient funds in the customer's account
Credit Card Payment	\$0.00	Payment made by credit card if the following are met: (A) Must not exceed 3% of the amount charged; and (B) The awardee must offer an alternate form of electronic payment, such as direct bank to bank transfer, with no added fee for the customer

APPENDIX A: LOCAL LAW 199 OF 2019

**LOCAL LAWS
OF
THE CITY OF NEW YORK
FOR THE YEAR 2019**

No. 199

Introduced by Council Members Reynoso, the Speaker (Council Member Johnson), Lander, Chin, Brannan, Ayala, Levin, Rosenthal, Lancman, Constantinides, Powers, Kallos, Levine, Richards, Salamanca, Menchaca, Van Bramer, Rivera, Espinal, Dromm, Cohen, Rodriguez, Ampry-Samuel, Perkins, Treyger, Eugene, Rose, Adams and the Public Advocate (Mr. Williams).

A LOCAL LAW

To amend the New York city charter and the administrative code of the city of New York, in relation to the establishment of commercial waste zones, and to repeal sections 16-523 and 16-524 of such code, relating to a pilot of special trade waste removal districts

Be it enacted by the Council as follows:

Section 1. Legislative purpose. The Council hereby finds that the current system for collecting commercial waste from the City's businesses is plagued by dangerous driving and insufficient attention to public safety, harmful environmental impacts, and poor customer service. Since 2010, private waste collection trucks have killed dozens of people on New York City streets. Long, inefficient routes can take 12 hours or more to finish and can lead to driver fatigue and unsafe practices, endangering workers and the public.

The Council further finds that private carters often have customers throughout the five boroughs, currently resulting in millions of excess truck miles driven every year that harm the City's air quality, increase greenhouse gas emissions, and negatively impact public health. The current system also creates noise pollution within the City's neighborhoods, as dozens of private waste collection trucks may visit a single block in the course of one night. The industry lacks

strong customer service standards, and pricing remains opaque to most customers, putting small businesses at a significant disadvantage.

The Council finds that substantial reform of the commercial waste industry is necessary to protect public health and safety, and to improve the industry for the benefit of its customers. According to data from the federal Bureau of Labor Statistics, refuse and recycling collectors have one of the top five most dangerous jobs in the United States, and the Council finds that the safety risks inherent to private carting are exacerbated in New York City, where vehicles must navigate narrow, highly congested streets in variable traffic and weather conditions. The Council finds that a commercial waste zone system, where the City selects private carters through a competitive process, will result in a carting industry where carters are required to operate more responsibly and adequately train workers on the unique challenges of collecting commercial waste in New York City, leading to safer practices and safer streets.

The Council further finds that establishing a commercial waste zone collection system within the City would dramatically reduce truck traffic associated with this industry – by 50 percent, eliminating more than 18 million miles of truck traffic from New York City streets every year. With fewer miles traveled and fewer trucks on the streets, a zoned collection system will reduce incentives for unsafe working conditions, reduce the risks of unsafe driving behavior and worker fatigue, and make the City safer for all New Yorkers.

The Council further finds that the reduction in traffic resulting from a regulated zoned collection system would lead to commensurate reductions of air pollutant emissions, including greenhouse gases, particulate matter and other air pollutants, and would lead to less nighttime noise, less roadway wear and tear, and improved quality of life in neighborhoods across New York

City. The Council further finds that reducing the number of private carters operating within each of the City's neighborhoods and selecting carters through a competitive solicitation process will allow the City to ensure that private carters collect waste more efficiently, offer high quality waste collection services, and advance the City's efforts to reduce waste disposal and increase recycling.

The Council therefore finds and declares that commercial waste reform in New York City is necessary to promote the public health, safety and welfare of all New Yorkers. Therefore, the Council intends to authorize the commissioner of sanitation to establish commercial waste collection zones by dividing the City's geographic area into several zones and authorizing a small number of private carters to serve businesses within each zone through a competitive solicitation process. The application of this local law will create a safe and efficient collection system that provides high quality service, and reduces the harmful environmental impacts of the trade waste industry in New York City.

§ 2. Section 753 of the New York city charter is amended by adding a new subdivision e to read as follows:

e. Except as otherwise authorized by section 16-1020 of the administrative code, the commissioner shall have the powers and duties set forth in this subdivision.

1. The commissioner, in the performance of his or her powers and duties pursuant to paragraph 2 of this subdivision and title 16-B of the administrative code, shall be authorized to receive complaints, conduct investigations, hold public and private hearings, administer oaths, take testimony, serve subpoenas, receive evidence, issue orders, and mediate disputes.

2. The commissioner shall have the power and duty to regulate the conduct of businesses authorized to collect commercial waste in commercial waste zones pursuant to title 16-B of the

administrative code and any other applicable law, including but not limited to, the power and duty to establish and enforce:

(a) environmental, safety and health standards;

(b) standards for service;

(c) requirements regarding contracts for commercial waste removal;

(d) requirements regarding billing forms and procedures;

(e) requirements regarding the maintenance and inspection of records;

(f) requirements regarding the maintenance of appropriate insurance; and

(g) requirements established in furtherance of the goals of reducing waste and promoting sustainability, safety and efficiency in the commercial waste zone system.

3. The commissioner shall have the power and duty to establish programs for the education of the public and commercial establishments regarding the commercial waste zone system established pursuant to title 16-B of the administrative code.

§ 3. Subdivision a of section 2101 of the New York city charter, as amended by local law number 21 for the year 2002, is amended to read as follows:

a. The business integrity commission shall be responsible for the regulation of the trade waste industry, the shipboard gambling industry, the fulton fish market distribution area and other seafood distribution areas and the public wholesale markets. In regulating such industries, areas and markets, the commission shall have the powers and duties conferred by this chapter and such other powers and duties as are conferred by law, *except as provided by title 16-B of the administrative code and the local law that added such title.*

§ 4. Subdivision a of section 16-116 of the administrative code of the city of New York, as amended by local law number 42 for the year 1996, is amended to read as follows:

§ 16-116 Removal of commercial waste; posting of sign, registration number. a. 1. Every owner, lessee or person in control of a commercial establishment shall provide for the removal of waste by a business licensed by the New York city [trade waste] *business integrity* commission as required by subdivision a of section 16-505 of this code or register and obtain a registration number from the New York city [trade waste] *business integrity* commission as required by subdivision b of section 16-505 of this code to remove its own waste except as provided in subdivision c of this section, however nothing contained herein shall preclude the commissioner from providing for the removal of waste from any commercial establishment pursuant to the authority vested in the commissioner by section seven hundred fifty-three of the charter[; provided, further, that every].

2. *No later than the applicable final implementation date set forth in the rules of the department pursuant to subdivision e of section 16-1002, each owner, lessee or person in control of a commercial establishment [that is located in a special trade waste removal district designated by the New York city trade waste commission pursuant to section 16-523 of this code, except for an owner, lessee or person in control of a commercial establishment who has registered with the New York city trade waste commission as required by subdivision b of section 16-505 of this code and except as otherwise provided by subdivision g of section 16-523 of this code,] shall [provide] contract with an awardee selected by the department for the zone in which such establishment is located for the removal of commercial waste only by a [licensee with whom such commission has entered into an agreement pursuant to subdivision b of such section] designated carter pursuant to*

the agreement entered into between such awardee and the department pursuant to title 16-B, as such terms are defined in section 16-1000, in accordance with the provisions of such title and any rules promulgated pursuant thereto, except as otherwise provided by such title, provided however, that an owner, lessee or person in control of a commercial establishment may contract for the removal of containerized commercial waste, as such term is defined in section 16-1000, with either an awardee selected for such zone or with an awardee selected for the removal of containerized commercial waste citywide pursuant to title 16-B, in accordance with the provisions of such title and any rules promulgated pursuant thereto.

§ 5. Subdivision b of section 16-306 of the administrative code of the city of New York, as amended by local law number 32 for the year 2010, is amended to read as follows:

b. 1. The rules promulgated pursuant to subdivision a of this section shall require that generators of waste collected by businesses required to be licensed pursuant to section 16-505 of this code source separate the designated materials in such manner and to such extent as the commissioner determines to be necessary to minimize contamination and maximize the marketability of such materials. However, in promulgating such rules the commissioner shall not require source separation of a material unless the commissioner has determined that an economic market exists for such material. For the purpose of this section, the term "economic market" refers to instances in which the full avoided costs of proper collection, transportation and disposal of source separated materials are equal to or greater than the cost of collection, transportation and sale of said materials less the amount received from the sale of said materials. [The New York city business integrity commission shall adopt and implement rules requiring businesses licensed to remove, collect or dispose of trade waste to]

2. (a) *Any designated carter that collects source separated designated materials in a commercial waste zone pursuant to section 16-1002 shall provide for the collection of, and ensure the continued separation of, designated materials that have been source separated, provide for the separation of all other designated materials, and provide for recycling of all the designated materials in accordance with the rules of the department and the terms of any agreement entered into pursuant to section 16-1002 under which such designated carter is providing such service.* [Rules promulgated by the business integrity commission pursuant to this subdivision shall be enforced in the manner provided in section 16-517 of this code and violations of such rules shall be subject to the penalties provided in subdivision a of section 16-515 of this code for violation of the provisions of chapter one of title 16-A of this code. In addition, the]

(b) *Any person registered by the business integrity commission to remove, collect, or dispose of trade waste generated in the course of operation of such person's business pursuant to subdivision b section 16-505 shall provide for the collection of, and ensure the continued separation of, designated materials that have been source separated, provide for the separation of all other designated materials, and provide for recycling of all the designated materials in accordance with the rules promulgated by the business integrity commission pursuant to this section and subject to the penalties provided in subdivision a of section 16-515.*

3. *The commissioner and the chair of the business integrity commission shall have the authority to issue notices of violation for any violation of [such rule] any rules promulgated pursuant to this section and such notices of violation shall be returnable in a civil action brought in the name of the commissioner or the chair of the business integrity commission before the*

environmental control board which shall impose a penalty not to exceed ten thousand dollars for each such violation.

§ 6. Section 16-306 of the administrative code of the city of New York is amended by adding a new subdivision d to read as follows:

d. Notwithstanding any other provision of law, nothing in this section shall be construed to (i) supersede, amend or eliminate any obligation of an awardee or designated carter, as such terms are defined in section 16-1000, to meet the requirements set forth in any applicable agreement entered into pursuant to section 16-1002, or (ii) otherwise amend or supersede any term of such agreement.

§ 7. Subdivisions d through g of section 16-306.1 of the administrative code of the city of New York are relettered e through h, and paragraph 3 of subdivision c of such section, as added by local law number 146 for the year 2013, is amended to read as follows:

[3] *d.* Any private carter that collects source separated organic waste [from a covered establishment] shall either:

i. deliver collected organic waste to a transfer station that has represented that it will deliver such organic waste to a facility for purposes of composting, aerobic or anaerobic digestion, or any other method of processing organic waste that the department approves by rule; or

ii. deliver such organic waste directly to a facility for purposes of composting, aerobic or anaerobic digestion, or any other method of processing organic waste that the department approves by rule.

§ 8. Subdivision f of section 16-306.1 of the administrative code of the city of New York, as added by local law number 146 for the year 2013, and as relettered subdivision f by section 7 of this local law, is amended to read as follows:

f. The provisions of this section relating to private carters shall be enforced by the business integrity commission *and the department*. The provisions of this section relating to covered establishments shall be enforced by the department, the department of health and mental hygiene, and the department of consumer affairs.

§ 9. Section 16-504 of the administrative code of the city of New York, as added by local law number 42 for the year 1996, subdivision j as added by local law number 55 for the year 2019 and subdivisions a and d as amended by a local law for the year 2019, relating to regulating the trade waste industry, as proposed in introduction number 1573 for the year 2019, is amended to read as follows:

§ 16-504 Powers and duties. The powers and duties of the commission shall include but not be limited to:

a. To issue and establish standards for the issuance, suspension and revocation of licenses and registrations authorizing the operation of businesses engaged in the collection, removal or disposal of waste within the city and the operation of trade waste broker businesses, provided that unless otherwise provided herein, the commission may by resolution delegate to the chair the authority to make individual determinations regarding: issuance, suspension and revocation of such licenses and registrations; investigations of background and determinations of fitness in regard to employees of licensees; and the appointment of independent auditors and monitors in accordance with the provisions of this chapter;

b. [To] *Except with respect to commercial waste required to be collected by a designated carter pursuant to chapter 1 of title 16-B to establish maximum and minimum rates for the collection, removal, or disposal of such waste;*

c. To investigate any matter within the jurisdiction conferred by this chapter and to have full power to compel the attendance, examine and take testimony under oath of such persons as it may deem necessary in relation to such investigation, and to require the production of books, accounts, papers and other evidence relevant to such investigation;

d. To establish and enforce standards for service and for the regulation and conduct of businesses licensed or registered pursuant to this chapter, including but not limited to (i) requirements governing the level of service to be provided by licensees, (ii) contracts for trade waste removal, (iii) billing form and procedures, (iv) the maintenance and inspection of records, (v) the maintenance of appropriate insurance, and (vi) environmental, safety and health standards, including but not limited to traffic safety requirements and environmental and safety requirements for vehicles used in the collection, removal, transportation or disposal of trade waste; *provided that with respect to commercial waste required to be collected by a designated carter pursuant to chapter 1 of title 16-B, the authority set forth in this subdivision shall be limited to regulation and conduct of licensees with regard to character, honesty and integrity;*

e. To appoint, within the appropriations available therefor, such employees as may be required for the performance of the duties prescribed herein. In addition to such employees appointed by the commission, the commissioners of business services, investigation, consumer affairs, transportation, sanitation, health, finance, environmental protection and police may, at the request

of the chair, provide staff and other assistance to the commission in all matters under its jurisdiction;

f. To conduct studies or investigations into the needs of commercial and other enterprises for waste removal and the trade waste industry in the city and other jurisdictions in order to assist the city in formulating policies to provide for orderly and efficient trade waste removal at a fair and reasonable cost to businesses;

g. To establish, *in coordination with the department of sanitation*, programs for the education of customers, including but not limited to education of customers in the accurate assessment of the types and volume of waste and the rights of such customers in relationship to contracting, service and customer complaint procedures established pursuant to this chapter;

[h. To establish special trade waste removal districts pursuant to section 16-523 of this chapter; and

i.] *h.* To establish fees and promulgate rules as the commission may deem necessary and appropriate to effect the purposes and provisions of this chapter[.]; *and*

[j.] *i.* To issue and establish standards for the registration of labor unions or labor organizations representing or seeking to represent employees directly involved in the collection, removal, transportation or disposal of trade waste and for suspending or disqualifying officers of such unions or organizations.

§ 10. Section 16-509 of the administrative code of the city of New York is amended by adding a new subdivision l to read as follows:

l. The commission may refuse to issue a license to an applicant when such applicant has been found to have violated any provision of title 16-B or any rules promulgated pursuant thereto or the

terms of any applicable agreement entered into pursuant to section 16-1002 or any provision of 16-306 or any rule promulgated pursuant thereto.

§ 11. Section 16-513 of the administrative code of the city of New York, as added by local law number 42 for the year 1996, and subdivision a as amended by a local law for the year 2019, relating to regulating the trade waste industry, as proposed in introduction number 1573 for the year 2019, is amended to read as follows:

§ 16-513 Revocation or suspension of license or registration. a. In addition to the penalties provided in section 16-515 of this chapter, the commission may, after due notice and opportunity to be heard, revoke or suspend a license or registration issued pursuant to the provisions of this chapter when the registrant or licensee and/or its principals, employees and/or agents: (i) have been found to be in violation of this chapter or any rules promulgated pursuant thereto; (ii) have been found by a court or administrative tribunal of competent jurisdiction to have violated: (A) any provision of section 16-119 of this code, or any rule promulgated pursuant thereto, relating to illegal dumping, (B) any provision of section 16-120.1 of this code, or any rule promulgated pursuant thereto, relating to the disposal of regulated medical waste and other medical waste or (C) any provision of section 16-117.1 of this code, or any rule promulgated pursuant thereto, relating to the collection, removal, transportation or disposal of waste containing asbestos; (iii) has repeatedly failed to obey lawful orders of any person authorized by section 16-517 of this chapter to enforce the provisions hereof; (iv) has failed to pay, within the time specified by a court, the department of consumer affairs or an administrative tribunal of competent jurisdiction, any fines or civil penalties imposed pursuant to this chapter or the rules promulgated pursuant thereto; (v) has been found in persistent or substantial violation of any rule promulgated by the commission

pursuant to section 16-306 of this code or by the commissioner of consumer affairs pursuant to section 16-306 or former subchapter eighteen of title twenty of this code; (vi) has been found in persistent or substantial violation of any city, state, or federal law, rule or regulation regarding the collection, removal, transportation or disposal of trade waste, or any laws prohibiting deceptive, unfair or unconscionable trade practices; (vii) whenever, in relation to an investigation conducted pursuant to this chapter, the commission determines, after consideration of the factors set forth in subdivision a of section 16-509 of this code, that the licensee or registrant lacks good character, honesty and integrity; (viii) whenever there has been any false statement or any misrepresentation as to a material fact in the application or accompanying papers upon which the issuance of such license or registration was based; (ix) whenever the licensee or registrant has failed to notify the commission as required by subdivision b of section 16-507 or subdivision c of section 16-508 of this chapter of any change in the ownership interest of the business or other material change in the information required on the application for such license or registration, or of the arrest or criminal conviction of such licensee or registrant or any of his or her principals, employees and/or agents of which the licensee had knowledge or should have known; (x) whenever the licensee or registrant has been found by the commission or a court or administrative tribunal of competent jurisdiction to be in violation of the provisions of section 24-163.11 of the code, or any rule promulgated pursuant thereto; (xi) whenever the licensee or registrant has been found by the commission or a court or administrative tribunal of competent jurisdiction to be in violation of the provisions of section 16-526 of the code, or any rule promulgated pursuant thereto; [or] (xii) while engaged in any activity regulated by this chapter or title 16-b, have been found to be in violation of any city, state or federal law, rule or regulation relating to the safety of the

general public, including but not limited to traffic safety, or relating to the collection, removal, transportation or disposal of trade waste in a safe manner; *or (xiii) whenever the licensee or registrant has been found by the commission or a court or administrative tribunal of competent jurisdiction to be in violation of any provision of title 16-B or any rule promulgated pursuant thereto or the terms of any applicable agreement entered into pursuant to section 16-1002, or has failed to pay, within the time specified by a court or an administrative tribunal of competent jurisdiction, any fines or civil penalties imposed pursuant to such title or the rules promulgated pursuant thereto.*

b. [The] *Notwithstanding any other provision of law, the commission shall, in addition[: (1)], (i) suspend a license issued pursuant to this chapter for thirty days following determination that the licensee, or any of its principals, employees or agents has violated [subdivision a of section 16-524 of this chapter] any provision of section 16-1003 or 16-1004[:]; and [(2)](ii) revoke a license issued pursuant to this chapter upon determination that the licensee, or any of its principals, employees or agents has violated [subdivision a of section 16-524 of this chapter] any provision of section 16-1003 or 16-1004* two times within a period of three years.

§ 12. Subdivisions b and e of section 16-515 of the administrative code of the city of New York, as added by local law number 42 for the year 1996, are amended to read as follows:

b. (i) Any person who violates subdivision a of section 16-505 [or section 16-524] of this chapter shall, upon conviction thereof, be punished for each violation by a criminal fine of not more than ten thousand dollars for each day of such violation or by imprisonment not exceeding six months, or both; and any such person shall be subject to a civil penalty of not more than five

thousand dollars for each day of such violation to be recovered in a civil action or returnable to the department of consumer affairs or other administrative tribunal of competent jurisdiction; and

e. (i) In addition to any other penalty prescribed in this section for the violation of subdivisions a or b of section 16-505 [or subdivision a of section 16-524] of this chapter, or when there have been three or more violations within a three year period of the provisions herein, the commission shall, after notice and the opportunity to be heard, be authorized: to order any person in violation of such provisions immediately to discontinue the operation of such activity at the premises from which such activity is operated; to order that any premises from which activity in violation of such provisions is operated shall be sealed, provided that such premises are used primarily for such activity; and to order that any vehicles or other devices or instrumentalities utilized in the violation of such provisions shall be removed, sealed, or otherwise made inoperable. An order pursuant to this paragraph shall be posted at the premises from which activity in violation of such provisions occurs.

(ii) Ten days after the posting of an order issued pursuant to paragraph (i) of this subdivision, this order may be enforced by any person so authorized by section 16-517 of this chapter.

(iii) Any vehicle or other device or instrumentality removed pursuant to the provisions of this section shall be stored in a garage, pound or other place of safety and the owner or other person lawfully entitled to the possession of such item may be charged with reasonable costs for removal and storage payable prior to the release of such item.

(iv) A premise ordered sealed or a vehicle or other device or instrumentality removed pursuant to this section shall be unsealed or released upon payment of all outstanding fines and all reasonable costs for removal and storage and, where the underlying violation is for unlicensed or

unregistered activity [or unauthorized activity in a special trade waste district], demonstration that a license has been obtained or a business registered or proof satisfactory to the commission that such premise or item will not be used in violation of subdivision a or b of section 16-505 [or subdivision a of section 16-524] of this chapter.

(v) It shall be a misdemeanor for any person to remove the seal from any premises or remove the seal from or make operable any vehicle or other device or instrumentality sealed or otherwise made inoperable in accordance with an order of the commission.

(vi) A vehicle or other device or instrumentality removed pursuant to this section that is not reclaimed within ninety days of such removal by the owner or other person lawfully entitled to reclaim such item shall be subject to forfeiture upon notice and judicial determination in accordance with provisions of law. Upon forfeiture, the commission shall, upon a public notice of at least five days, sell such item at public sale. The net proceeds of such sale, after deduction of the lawful expenses incurred, shall be paid into the general fund of the city.

§ 13. Section 16-519 of the administrative code of the city of New York, as added by local law number 42 for the year 1996, is amended to read as follows:

§ 16-519 Rate fixing; hearings and production of records. [The] *Except with respect to commercial waste required to be collected by a designated carter pursuant to chapter 1 of title 16-B, the* commission shall have the power to fix by rule and from time to time refix maximum and minimum rates, fixed according to weight or volume of trade waste, for the removal of waste by a licensee, which rates shall be based upon a fair and reasonable return to the licensees and shall protect those using the services of such licensees from excessive or unreasonable charges. The commission may compel the attendance at a public hearing held pursuant to a rate-fixing

rule-making of licensees and other persons having information in their possession in regard to the subject matter of such hearing and may compel the production of books and records in relation thereto, and may require licensees to file with the commission schedules of rates.

§ 14. Section 16-520 of the administrative code of the city of New York, as added by local law number 42 for the year 1996, and subdivision d as amended by a local law for the year 2019, relating to regulating the trade waste industry, as proposed in introduction number 1573 for the year 2019, is amended to read as follows:

§ 16-520 Conduct by licensees of trade waste collection, removal or disposal. a. Every licensee pursuant to this chapter shall provide to every recipient of its services a sign which the licensee shall obtain from the commission. In addition to the information printed on the sign by the commission, the licensee shall print the day and approximate time of pickup clearly and legibly on the sign. Such sign shall be conspicuously posted as prescribed in section 16-116(b) of this code by the owner, lessee or person in control of the commercial establishment which receives the licensee's services.

b. [Except as otherwise provided in subdivision d of section 16-523, a] A licensee shall not charge, exact or accept rates for the collection, removal or disposal of trade waste any amount greater than any maximum rates or less than any minimum rates that the commission may fix pursuant to section 16-519 of this chapter.

c. All licensees shall maintain audited financial statements, records, ledgers, receipts, bills and such other written records as the commission determines are necessary or useful for carrying out the purposes of this chapter. Such records shall be maintained for a period of time not to exceed five years to be determined by rule by the commission, provided however, that such rule may

provide that the commission may, in specific instances at its discretion, require that records be retained for a period of time exceeding five years. Such records shall be made available for inspection and audit by the commission at its request at either the licensee's place of business or at the offices of the commission.

d. A licensee shall be in compliance with all applicable state, federal and local laws, ordinances, rules and regulations pertaining to the collection, removal or disposal of trade waste, the maintenance, inspection and operation of vehicles that collect, remove, transport or dispose of trade waste and, while engaged in any activity regulated by this chapter, the safety of the general public, including but not limited to traffic safety.

e. (i) A contract for the collection, removal or disposal of trade waste shall not exceed two years in duration. All such contracts shall be approved as to form by the commission.

(ii) An assignee of contracts for the removal, collection or disposal of trade waste shall notify each party to a contract so assigned of such assignment and of the right of such party to terminate such contract within three months of receiving notice of such assignment upon thirty days' notice. Such notification shall be by certified mail with the receipt of delivery thereof retained by the assignee and shall be upon a form prescribed by the commission. Where no written contract exists with a customer for the removal, collection or disposal of trade waste, a company that assumes such trade waste removal from another company shall provide such customer with notice that a new company will be providing such trade waste removal and that the customer has the right to terminate such service. Such notice shall be by certified mail with the receipt of delivery thereof retained by the assignee.

f. A licensee shall bill commercial establishments for removal, collection or disposal of trade waste in a form and manner to be prescribed by the commission.

g. A licensee shall not refuse to provide service to a commercial establishment that is located within an area of ten blocks from an establishment served by such licensee unless such licensee has demonstrated to the commission a lack of capacity or other business justification for the licensee's refusal to service such establishment. For the purposes of this subdivision, the term "block" shall mean the area of a street spanning from one intersection to the next.

h. A licensee shall provide to the commission the names of any employees proposed to be hired or hired subsequent to the issuance of a license and such information regarding such employees as is required in regard to employees and prospective employees pursuant to subdivision a of section 16-508 of this chapter.

i. A licensee who provides services for a commercial establishment shall keep the sidewalk, flagging, curbstone and roadway abutting such establishment free from obstruction, garbage, refuse, litter, debris and other offensive material resulting from the removal by the licensee of trade waste.

j. (i) No licensee or principal thereof shall be a member or hold a position in any trade association: (aa) where such association, or a predecessor thereof as determined by the commission, has violated state or federal antitrust statutes or regulations, or has been convicted of a racketeering activity or similar crime, including but not limited to the offenses listed in subdivision one of section nineteen hundred sixty-one of the Racketeer Influenced and Corrupt Organizations statute (18 U.S.C. §1961 et seq.) or an offense listed in subdivision one of section 460.10 of the penal law, as such statutes may be amended from time to time; (bb) where a person

holding a position in such trade association, or a predecessor thereof as determined by the commission, has violated state or federal antitrust statutes or regulations, or has been convicted of a racketeering activity or similar crime, including but not limited to the offenses listed in subdivision one of section nineteen hundred sixty-one of the Racketeer Influenced and Corrupt Organizations statute (18 U.S.C. §1961 et seq.) or an offense listed in subdivision one of section 460.10 of the penal law, as such statutes may be amended from time to time; (cc) where a person holding a position in such trade association, or a predecessor thereof as determined by the commission, is a member or associate of an organized crime group as identified by a federal, state or city law enforcement or investigative agency; or (dd) where the trade association has failed to cooperate fully with the commission in connection with any investigation conducted pursuant to this chapter. The commission may determine, for purposes of this subdivision, that a trade association is a predecessor of another such trade association by finding that transfers of assets have been made between them or that all or substantially all of the persons holding positions in the two associations are the same. A licensee shall be in violation of this paragraph when the licensee knows or should know of a violation, conviction, association with organized crime or failure to cooperate set forth herein.

(ii) Notwithstanding the provisions of paragraph (i) of this subdivision, the commission may permit a licensee to be a member of such a trade association upon a determination by the commission that such association does not operate in a manner inconsistent with the purposes of this chapter.

k. Notwithstanding any other provision of law, the provisions of subdivisions a, b, e, f, g and i of this section and any rules promulgated pursuant thereto shall not apply with regard to the

collection, removal or disposal of commercial waste in commercial waste zones established pursuant to title 16-B.

§ 15. Section 16-522 of the administrative code of the city of New York, as added by local law number 42 for the year 1996, is amended to read as follows:

§ 16-522 Investigation of customer complaints. The commission shall by rule establish a procedure for the investigation and resolution of complaints by commercial establishments regarding overcharging and other problems relating to the collection, removal or disposal of waste. *Notwithstanding any other provision of law, the provisions of this section and any rules promulgated pursuant thereto shall not apply with regard to the collection, removal or disposal of commercial waste in commercial waste zones established pursuant to title 16-B.*

§ 16. Sections 16-523 and 16-524 of the administrative code of the city of New York and section 12 of local law number 42 for the year 1996 are REPEALED.

§ 17. Subdivision c of section 16-526 of the administrative code of the city of New York, as added by local law number 56 for the year 2015, is amended to read as follows:

c. Enforcement. 1. Any owner or operator of a trade waste hauling vehicle that violates any provision of this section shall be liable for a civil penalty of ten thousand dollars per vehicle that is in violation, returnable to the office of administrative trials and hearings, *pursuant to section 1049-a of the charter*. Each notice of violation shall contain an order of the chair of the commission directing the respondent to correct the condition constituting the violation and to file with the commission electronically, or in such other manner as the commission shall authorize, a certification that the condition has been corrected within thirty days from the date of the order. In

addition to such civil penalty, a separate additional penalty may be imposed of not more than five hundred dollars for each day that the violation is not corrected beyond thirty days from such order.

2. For the purposes of this section, if the office of administrative trials and hearings, *pursuant to section 1049-a of the charter*, finds that a certification of correction filed pursuant to this subdivision contained material false statements relating to the correction of a violation, such certification of correction shall be null and void, in addition to or as an alternative to any other penalties provided by law. It shall be an affirmative defense that the respondent neither knew nor should have known that such statements were false.

3. The commission shall have the authority to promulgate rules requiring the installation of side guards that are to be fit to the side of any trade waste hauling vehicle, and may establish rules establishing side guard specifications that depart from the default specifications outlined in subdivision a of this section when such departure is deemed necessary by the commission. The commission may further promulgate any rules necessary to enforce the provisions of this section, including but not limited to establishing procedures for owners and operators of trade waste hauling vehicles to demonstrate compliance with the requirements of this section.

4. Notwithstanding any other provision of law, with respect to any vehicle that may be used to collect, remove or dispose of waste required to be collected by a designated carter pursuant to chapter 1 of title 16-B, the commissioner of sanitation shall have all powers and duties of the commission as set forth in this section.

§ 18. The administrative code of the city of New York is amended by adding a new title 16-B to read as follows:

TITLE 16-B COMMERCIAL WASTE ZONES

CHAPTER 1

COMMERCIAL WASTE ZONES

§ 16-1000. *Definitions. As used in this title, the following terms shall have the following meanings:*

Awardee. The term “awardee” means an entity with whom the department enters into an agreement for the provision of commercial waste collection services pursuant to section 16-1002.

Bicycle. The term “bicycle” means: (i) a two or three wheeled device upon which a person or persons may ride, propelled by human power through a belt, a chain or gears; (ii) a “pedal-assist bicycle” as defined in section 4-01 of title 34 of the rules of the city of New York or as otherwise defined by the department of transportation; or (iii) any other device upon which a person or persons may ride, as defined by the rules of the department.

Broker. The term “broker” or “trade waste broker” has the same meaning as such term is defined in subdivision g of section 16-501.

Change in control. The term “change in control” means the assignment of an awardee’s agreement with the department entered into pursuant to section 16-1002 from such awardee to a different entity. The effective date of a change in control shall be the date of such assignment.

Commercial waste. The term “commercial waste” means all trade waste, as defined in subdivision f of section 16-501, except for construction and demolition debris; fill material; medical waste; electronic waste; textiles; yard waste collected by landscapers; waste collected by a one-time, on-call bulk waste removal service; grease; paper that is collected for the purpose of shredding or destruction; or waste that is collected by a micro-hauler. References to “commercial

waste” in this title shall be construed to also refer to “containerized commercial waste” unless otherwise specified.

Commercial waste zone. The term “commercial waste zone” or “zone” means a geographic area designated by the commissioner pursuant to section 16-1001.

Commissioner. The term “commissioner” means the commissioner of sanitation.

Containerized commercial waste. The term “containerized commercial waste” means commercial waste that: (i) is stored on the premises of the commercial establishment that generates such waste in a container that has a capacity of 10 cubic yards or more, and which may or may not be equipped with compaction ability and (ii) is transported directly in such container when such container is at or near capacity from such commercial establishment to a transfer, processing or disposal location.

Department. The term “department” means the department of sanitation.

Designated carter. The term “designated carter” or “carter” means a licensee that is authorized to provide commercial waste collection services pursuant to an agreement between an awardee and the department entered into pursuant to section 16-1002. The term “designated carter” may describe the awardee or another licensee that the awardee has designated to fulfill the terms of such agreement as specified therein, and provided further that notwithstanding any other provision of this section, the term “designated carter” may also include a person that the awardee has designated to fulfill the terms of such agreement as specified therein who is operating in accordance with the provisions of title 16-A and the rules promulgated pursuant to such title and who is authorized by the business integrity commission to collect certain categories of commercial waste without a license.

Eligible employee. The term “eligible employee” means any person employed in the city of New York by an awardee to perform services under an agreement entered into between the department and such awardee pursuant to section 16-1002, and who has been employed by such awardee for a period of at least six months prior to the effective date of a change in control, provided that such term shall not include persons who are managerial, supervisory or confidential employees.

Global Positioning System The term “global positioning system” or “GPS” means a global positioning system, or a comparable location tracking technology, that uses navigational satellites to determine a user’s location and velocity in real time and is capable of collecting, storing and transmitting geographical data.

Incumbent employer. The term “incumbent employer” means any person that owns or controls an awardee prior to any change in control.

Licensee. The term “licensee” means any person licensed to collect trade waste pursuant to title 16-A.

Micro-hauler. The term “micro-hauler” means any person that is not a designated carter, does not dispose of waste at a solid waste transfer station and either:

(1) collects less than 2600 tons of source separated organic waste from commercial establishments per year and collects such waste exclusively using bicycles; or

(2) collects less than 500 tons of source separated organic waste from commercial establishments per year and collects such waste using exclusively (i) a zero emissions vehicle that has a gross vehicle weight rating of not more than 14,000 pounds or (ii) any other mode of transport specified in the rules of the department.

Organic waste. The term “organic waste” has the same meaning as such term is defined in subdivision a of section 16-306.1.

Successor employer. The term “successor employer” means any person that owns or controls an awardee after any change in control.

Trade waste. The term “trade waste” has the same meaning as such term is defined in subdivision f of section 16-501.

Transitional employment period. The term “transitional employment period” means a 90 day period beginning upon the effective date of a change in control of an awardee.

§ 16-1001 Commercial waste zones; designation. Notwithstanding any other provision of law, no later than 120 days after the effective date of the local law that added this section, the commissioner shall divide the geographic area of New York city into no less than twenty commercial waste zones. The commissioner may amend the boundaries of such zones or establish additional zones as deemed appropriate by the commissioner and consistent with the purposes of this title. In establishing such commercial waste zones, the commissioner may consider:

- 1. The number and types of commercial establishments within the proposed zone;*
- 2. The amount and types of waste generated by commercial establishments within the proposed zone and the potential for achieving the city’s commercial waste reduction goals;*
- 3. Existing service patterns within the proposed zone and the potential for traffic and noise reduction;*
- 4. The types and estimated amounts of recyclable materials generated by commercial establishments within the proposed zone that are required to be recycled, reused or sold for reuse pursuant to section 16-306 and any rules promulgated pursuant thereto;*

5. *The estimated amount of organic waste collected within the proposed zone;*
6. *The rates being charged by persons licensed pursuant to title 16-A to commercial establishments within the proposed zone;*
7. *The history of complaints concerning commercial waste collection from commercial establishments within the proposed zone; and*
8. *Any other information or criteria the commissioner deems relevant.*

§ 16-1002 Agreements. a. For each area designated as a commercial waste zone pursuant to section 16-1001, the department shall be authorized to select and to enter into agreements with no more than three awardees per zone, permitting each awardee to provide for the collection, transport and removal of commercial waste within such zone as set forth in such agreement. The department shall be further authorized to select and enter into agreements with no more than five awardees permitting each awardee to provide for the collection, transport and removal of containerized commercial waste from any commercial establishment within the city of New York as set forth in such agreement. The department shall only enter into an agreement pursuant to this subdivision with an awardee that has obtained a license issued by the business integrity commission pursuant to subdivision a of section 16-505 on or before the date of such agreement. A proposer that responds to the request for proposals authorized pursuant to subdivision b of this section that does not hold such a license at the time a proposal is submitted pursuant to this section must submit an application for such a license to the business integrity commission no later than the date such proposal is submitted to the department. The initial term of any such agreement shall include authorization to collect, transport and remove commercial waste for ten years in each zone covered by such agreement. The department shall have the option, at its sole discretion, to

renew any such agreement for no more than two additional terms of no more than five years each, provided that prior to the expiration of any agreement entered into pursuant to this section, the commissioner shall provide the awardee with adequate written notice of whether it intends to renew such agreement. The department shall not enter into any such agreement with an awardee that results in such awardee providing services in more than fifteen commercial waste zones, provided that any agreement to provide for the collection, transport and removal of containerized commercial waste citywide shall not count toward such limit.

b. No later than one year after the effective date of the local law that added this section, the department shall issue one or more requests for proposals to conduct commercial waste removal in a commercial waste zone and to collect containerized commercial waste citywide and, based upon the review and evaluation of responses thereto, may negotiate and enter into such agreements pursuant to subdivision a of this section, as the department, in its discretion, determines will best provide for the efficient and orderly removal of commercial waste, consistent with the provisions of this title. Whenever necessary to ensure the ongoing efficient and orderly removal of commercial waste, the department may issue additional requests for proposals and, based upon the review and evaluation of responses thereto, may negotiate and enter into agreements in accordance with the provisions of this section. Any requests for proposals issued pursuant to this subdivision shall solicit information regarding the qualifications of proposers. Where a proposer intends to arrange for designated carters other than the proposer to provide all or some portion of the services requested, such proposal shall provide the requested information with respect to each designated carter being proposed. When evaluating proposals

pursuant to the procedures described in this subdivision, the department shall consider the following factors:

1. The rate or rates to be charged to establishments for such services, including the proposer's commitment to providing lower rates for organics and recycling collection than for refuse collection services, the proposer's plan for covering costs of third party waste audits, and any extra service fees or supplemental charges the proposer plans on including in the pricing structure, except that in the case of a proposal to provide for the collection, transport and removal of containerized commercial waste citywide, a description of the proposer's commitment to providing lower rates for organics and recycling collection shall only be required where such proposal includes organics or recycling collection, transport and removal services;

2. The nature and frequency of the commercial waste removal services to be provided and the proposer's plan for ensuring that the proposer has the ability and adequate capacity to provide such services within the zone, including but not limited to, a description of the proposer's fleet and other relevant infrastructure, the proposer's plans, if any, for the set-out of commercial waste in a matter that promotes the city's goals of improving cleanliness, rodent mitigation, order and safety on city sidewalks, and a staffing plan to ensure continuity and safety in the delivery of services;

3. The proposer's submission of a customer service plan detailing customer service support tools, customer service standards, a mechanism for receiving and addressing customer complaints, performance metrics or other methods of addressing customer service, and the proposer's plan for addressing the language access needs of customers in the zone;

4. The proposer's submission of a plan describing practices to support waste reduction, reuse and recycling among commercial establishments within the zone, such as partnerships with local

organizations, waste reduction or diversion targets, plans for offering organics collection services to a broad range of establishments within the zone, customer outreach and education or other practices to further such goals;

5. The proposer's submission of a waste management plan describing practices for disposal of commercial waste collected, including but not limited to, a description of the transfer, processing or final disposal locations for all materials collected, and specific practices or investments designed to promote the goals of sustainability, reliability and equity in the delivery of waste management services. In evaluating waste management plans submitted by proposers pursuant to this paragraph, the commissioner shall consider: (i) the total vehicle miles expected to be traveled as a result of the proposer's services, including but not limited to, consideration of the proximity of such locations to the zone, as applicable; (ii) whether such commercial waste will be transported to or from a solid waste transfer station by a sustainable mode of transport, such as rail or barge; (iii) whether, after considering a solid waste transfer station's history of compliance with applicable local, state and federal laws, the proposer's use of such solid waste transfer station is likely to have an impact on public health or safety; and (iv) any other factors that the commissioner deems relevant to promoting the goals of sustainability, reliability and equity in the delivery of waste management services;

6. The proposer's plan, if any, to reduce air pollution and greenhouse gas emissions from commercial waste vehicles, including but not limited to, any plans to: provide commercial waste collection, removal and disposal services with a fleet comprised of at least 50 percent zero emissions vehicles by 2030, or for any request for proposals issued after 2030, 100 percent zero

emissions vehicles by 2040; implement operational best practices; or otherwise utilize zero emissions vehicles in the provision of commercial waste collection, removal and disposal services;

7. The proposer's plan, if any, to reduce air pollution and greenhouse gas emissions through infrastructure investments, adoption of technologies or other sustainable solutions, including but not limited to, any plans to invest in sustainable facilities or infrastructure for organics and recycling processing;

8. The proposer's submission of a health and safety plan detailing compliance with applicable federal, state and local laws and specific practices to further the goals of promoting health and safety;

9. The proposer's history of compliance with existing federal, state and local laws, including but not limited to, laws relating to waste collection, removal and disposal, environmental protection, antitrust, consumer protection, health and safety, labor and employment, and anti-discrimination protections;

10. Submission of a plan describing the customer communication efforts the proposer intends to undertake during the transition to the commercial waste zone system and other communication efforts that will support and supplement the public outreach and education efforts of the department conducted pursuant to section 16-1010;

11. The proposer's plan, if any, to subcontract with any other designated carter, which shall include a description of how such subcontracting is consistent with the purposes of this chapter, including but not limited to, how such subcontracting will enhance public safety, minimize harmful environmental impacts and improve customer service;

12. The proposer's history of operating in New York city and the proposer's history of operating within the geographic area of each commercial waste zone for which such proposer has submitted a proposal;

13. The proposer's financial statements, including available capital, access to credit, and physical assets, including number of available commercial waste vehicles; and

14. Any other information the department deems appropriate.

c. Except as otherwise provided in subdivision d of this section, any agreement entered into pursuant to subdivision b of this section shall include:

1. A requirement that the awardee may not refuse commercial waste collection service to any commercial establishment within the commercial waste zone required to provide for the removal of such waste pursuant to the provisions of section 16-116, provided that such agreement may include provisions authorizing termination of service, refusal of service for good cause or setting forth other allowable measures to address default or non-payment by a commercial establishment;

2. A description of the maximum rate or rates that the awardee may charge customers for waste collection services, including any extra service fees or supplemental charges the awardee plans on including in the pricing structure, provided that extra service fees shall not be allowed for locking or unlocking gates or the rental of containers or dumpsters other than compactors and roll-offs;

3. A process by which awardees may petition the department for changes to the maximum rates described in paragraph 2 of this subdivision, which may include the opportunity for public comment, as set forth in such agreement;

4. *A requirement that the awardee provide each customer with a written service agreement, which shall be negotiated between the customer and the awardee, specifying rates, standards of service and such other provisions as may be set forth in the agreement entered into between the awardee and the department pursuant to this section or as otherwise specified in the rules of the department;*

5. *A requirement that the awardee provide organic waste collection services to all commercial establishments that: (i) are located within the commercial waste zone for which the awardee has been awarded an agreement pursuant to this section; (ii) are not designated covered establishments pursuant to subdivision b of section 16-306.1; (iii) select such awardee for removal of commercial waste or have been assigned such awardee pursuant to paragraph 4 of subdivision e of this section; and (iv) request organic waste collection services, provided that such agreement may authorize the awardee to implement such requirement on a graduated schedule or may otherwise set forth circumstances in which such provision of such services shall not be required, consistent with the purposes of this chapter;*

6. *Specifications regarding the GPS devices, capable of collecting, storing and transmitting geographical data, to be installed on commercial waste vehicles, and requirements regarding periodic reporting of data collected by such devices to the department for purposes consistent with this title;*

7. *Any additional reporting requirements that the department deems necessary to further the goals of this title, including but not limited to, (i) waste generation estimates or waste characterization studies; (ii) collection routes; (iii) rates charged to customers; (iv) investments in*

sustainable vehicles, facilities or infrastructure; (v) any warnings or violations issued from agencies for violating local, state or federal law; and (vi) workplace injuries and accidents;

8. A requirement that the awardee and any of its designated carters comply with the terms of the awardee's air pollution and greenhouse gas emission reduction plan, if any, customer service plan, waste reduction plan, waste management plan and health and safety plan as described in subdivision b of this section;

9. A requirement that the awardee and any of its designated carters ensure that employees receive periodic training relating to health and safety, as set forth in the agreement;

10. A requirement that the awardee and any of its designated carters comply with the provisions of this title and all other applicable laws;

11. A requirement that the awardee prepare for submission and review by the department an emergency action plan detailing procedures to be deployed in emergency situations, including but not limited to, fires, evacuations, spills or weather emergencies, and addressing continuity and restoration of service;

12. Provisions addressing contingency planning to ensure (i) the orderly transition of services to a subsequent awardee upon the conclusion of the agreement, (ii) continuity of service in the case of an awardee or any of its designated carters being unable to provide commercial waste collection services or any other default by the awardee or any of its designated carters, and (iii) continuity of service in the case of a default by another awardee or designated carter;

13. The option for the awardee to subcontract with no more than two designated carters in each zone for services in order to meet the requirements of the agreement, provided that: (i) any such designated carter must fully comply with all terms of such agreement and must be licensed by

the business integrity commission or otherwise authorized to collect trade waste in accordance with the provisions of title 16-A and rules promulgated pursuant thereto; (ii) the agreement shall include a requirement that the department review and approve all contracts between the awardee and all designated carters for purposes of ensuring that the terms of such contracts are in accordance with the provisions of this chapter; and (iii) a subcontracting arrangement with a designated carter that collects waste exclusively using bicycles shall not count toward the numerical limit on designated carters as subcontractors provided in this paragraph;

14. A requirement that the awardee engage in public outreach and education efforts to address the transition to the commercial waste zone system;

15. A requirement that the awardee and any of its designated carters utilize existing programs or resources developed by the department of small business services or any other relevant agency designed to promote employment opportunities for New York city residents, where applicable and appropriate; and

16. A requirement that the awardee pay liquidated damages as deemed appropriate by the department and set forth in the agreement.

d. Paragraphs 1 and 5 of subdivision c of this section shall not apply to an agreement to provide for the collection, transport and removal containerized commercial waste citywide.

e. 1. On or after the implementation start date for a commercial waste zone, no person other than an awardee authorized to operate within such commercial waste zone pursuant to an agreement entered into pursuant to this section may enter into a new contract or renew an existing contract with a commercial establishment located within such zone to provide for the collection, removal or disposal of commercial waste.

2. *By the final implementation date for a commercial waste zone, every owner, lessee or person in control of a commercial establishment must contract with an awardee selected for such zone in which such establishment is located for the removal of such establishment's commercial waste by a designated carter pursuant to the terms of the agreement entered into between such awardee and the department pursuant to this section, provided however, that an owner, lessee or person in control of a commercial establishment may, by such final implementation date, contract for the removal of containerized commercial waste with either an awardee selected for such zone or with an awardee selected for the removal of containerized commercial waste citywide pursuant to this section.*

3. *The commissioner shall promulgate rules setting forth an implementation start date and a final implementation date for each commercial waste zone established pursuant to section 16-1001. The commissioner may select different implementation start dates and final implementation dates for different commercial waste zones.*

4. *Such rules may also set forth a procedure whereby the commissioner shall assign an awardee to a commercial establishment that has failed to select an awardee by the final implementation date established pursuant to such rules, provided that in such a case, the owner, lessee or person in control of a commercial establishment shall have 30 days after the assignment is made by the commissioner to select a different awardee authorized to operate in such commercial waste zone.*

f. Any agreement entered into pursuant to subdivision b of this section may include any other terms or provisions deemed appropriate by the department.

§ 16-1003 Unauthorized conduct within commercial waste zones.

a. Except as provided in subdivision c of this section and notwithstanding any other provision of law, it shall be unlawful for any person to operate a business for the purpose of the collection, transport or removal of commercial waste from the premises of a commercial establishment required to provide for the removal of such waste pursuant to section 16-116 or to engage in, conduct or cause the operation of such a business, or to solicit commercial establishments to engage such a business for such purpose, except as authorized pursuant to an agreement with the department entered into pursuant to section 16-1002 and in accordance with the provisions of this title and any rules promulgated pursuant thereto.

b. Notwithstanding any other provision of law, it shall be unlawful for any trade waste broker to broker agreements between a commercial establishment located in a commercial waste zone required to provide for the removal of commercial waste pursuant to the provisions of section 16-116 and a provider of commercial waste removal, collection or disposal services, except where such provider is authorized to provide such services within such zone pursuant to an agreement with the department entered into pursuant to section 16-1002.

c. The provisions of this section shall not apply to a person registered by the business integrity commission to remove, collect or dispose of trade waste that is generated in the course of operation of such person's business pursuant to subdivision b of section 16-505, or to a commercial establishment, owner or managing agent of a building, or owner of an establishment exempt from the requirement to obtain a registration pursuant to such subdivision.

d. Any awardee that has entered into an agreement with the department pursuant to section 16-1002 permitting such awardee to provide for the collection, transport and removal of

containerized commercial waste citywide shall be deemed to be authorized to operate within any commercial waste zone in the city of New York.

e. 1. Notwithstanding any other provision of this title, it shall be unlawful for any person to collect, transport or remove waste, as defined in paragraph 2 of this subdivision, from any premises that is not required to provide for the removal of waste pursuant to section 16-116, unless such person is a designated carter authorized to collect, transport or remove commercial waste from commercial establishments in the zone in which such premises is located pursuant to an agreement with the department entered into pursuant to section 16-1002, or such person is an authorized employee or agent of a city agency. Nothing in this subdivision shall be deemed to amend, alter or supersede the provisions of chapter 4-C of title 16 and any rules promulgated pursuant thereto.

2. For the purposes of this subdivision, the term “waste” shall mean all putrescible materials or substances that are discarded or rejected by the owners or occupants of such premises as being spent, useless, worthless or in excess to such owners or occupants at the time of such discard or rejection, including recyclable materials as defined in section 16-303 of this code, except that such term shall not include: sewage; industrial wastewater discharges; irrigation return flows; radioactive materials that are source, special nuclear or by-product material as defined by the Atomic Energy Act of 1954, as amended, 42 U.S.C. § 2011 et seq.; materials subject to in-situ mining techniques that are not removed from the ground as part of the extraction process; hazardous waste as defined in section 27-0901 of the environmental conservation law; construction and demolition debris; fill material; medical waste; electronic waste; textiles; yard waste collected by landscapers; waste collected by a one-time, on-call bulk waste removal service;

grease; paper that is collected for the purpose of shredding or destruction; or waste that is collected by a micro-hauler.

§ 16-1004 Interference with commercial waste zone agreements. No person shall make false, falsely disparaging or misleading oral or written statements or other representations to the owners or operators of a commercial establishment that have the capacity, tendency or effect of misleading such owners or operators, for the purpose of interfering with the performance of the terms of any agreement between the department and an awardee entered into pursuant to section 16-1002. No person shall interfere or attempt to interfere by threats, intimidation, or coercion, or by destruction or damage of property or equipment, with performance of the terms of an agreement entered into pursuant to section 16-1002.

§ 16-1005 Conduct by awardees and designated carters within commercial waste zones.

a. 1. Each awardee shall only charge, exact or accept rates for the collection, removal or disposal of commercial waste within the commercial waste zone for which the awardee has been awarded an agreement pursuant to section 16-1002, or for the collection, removal or disposal of containerized commercial waste citywide under an agreement pursuant to such section, as set forth in such agreement and any rules promulgated by the department pursuant to this chapter.

2. No awardee shall refuse commercial waste collection service to any commercial establishment required to provide for the removal of such waste pursuant to the provisions of section 16-116 within the commercial waste zone for which the awardee has been awarded an agreement pursuant to section 16-1002, except as otherwise set forth in such agreement.

3. Each awardee shall provide recyclable materials collection services to all commercial establishments that: (i) are located within the commercial waste zone for which the awardee has

been awarded an agreement pursuant to section 16-1002; (ii) are required to provide for the removal of such materials in accordance with the provisions of section 16-306 and any rules promulgated pursuant thereto; and (iii) select such awardee for removal of commercial waste or have been assigned such awardee pursuant to paragraph 4 of subdivision e of section 16-1002.

4. Each awardee shall provide organic waste collection services to all commercial establishments that: (i) are located within the commercial waste zone for which the awardee has been awarded an agreement pursuant to section 16-1002; (ii) are designated covered establishments pursuant to subdivision b of section 16-306.1 that have elected collection by a private carter of organic waste pursuant to subdivision c of such section; and (iii) select such awardee for removal of commercial waste or have been assigned such awardee pursuant to paragraph 4 of subdivision e of section 16-1002.

5. Each awardee and any of its designated carters shall ensure proper disposal of all commercial waste collected, consistent with the terms of any applicable agreement entered into pursuant to section 16-1002, and all applicable laws and rules, and retain for five years and make available for inspection by the department any records provided by a waste transfer station that document disposal of commercial waste collected, and each awardee shall report to the department the amount of commercial waste collected, transported or removed, disaggregated by zone, as applicable, designated carter, material type, and the destination of each material.

6. Each awardee and any of its designated carters shall comply with all terms of such awardee's health and safety plan as set forth in the agreement entered into pursuant to section 16-1002, and any rules promulgated by the department related to public health and safety.

7. As set forth in the agreement entered into pursuant to section 16-1002 and any rules promulgated by the department, each awardee and designated carter shall maintain: (i) audited financial statements, (ii) ledgers, (iii) receipts, (iv) audits, (v) bills, (vi) customer complaints and other records related to the delivery of commercial waste removal, collection or disposal services, (vii) records related to vehicle maintenance and inspection, (viii) records related to health and safety planning, and (ix) such other written records as the department determines are necessary for demonstrating compliance with the requirements of this chapter and any rules promulgated pursuant thereto. Such records shall be maintained for a period of time to be determined by rule by the department. Such records shall be made available for inspection and audit by the department.

8. Each awardee and designated carter shall comply with all operational requirements regarding the collection, removal and disposal of commercial waste as set forth in the rules of the department promulgated in the furtherance of public health and safety.

9. No awardee shall enter into a subcontracting agreement with a designated carter without obtaining prior approval by the department.

10. Each awardee and designated carter shall report any employees hired as a result of the displaced employees list pursuant to section 16-1007.

11. As set forth in the agreement entered into pursuant to section 16-1002, and any rules promulgated by the department, each awardee shall:

- (a) Comply with the terms of their customer service plan;
- (b) Enter into written service agreements with all customers;
- (c) Provide a consolidated monthly bill to all customers;
- (d) Offer third party waste audit services to all customers;

(e) Comply with all other requirements as set forth in such rules related to standards for service; and

(f) Accept only non-cash payment from customers, except as otherwise provided in such agreement and such rules.

12. Each awardee and each designated carter shall comply with all applicable reporting requirements as set forth in the agreement entered into pursuant to section 16-1002 and any rules promulgated by the department requiring reporting of information related to the collection of commercial waste in commercial waste zones.

b. Notwithstanding any other provision of this section, paragraphs 2, 3 and 4 of subdivision a of this section shall not apply to an awardee or designated carter operating pursuant to an agreement to provide for the collection, removal and disposal of containerized commercial waste citywide.

§ 16-1006. Employee retention. a. No less than thirty calendar days before the effective date of any change in control of an awardee, the incumbent employer shall:

1. provide to the successor employer a full and accurate list containing the name, address, phone number, date of hire, and job category of each eligible employee;

2. post a notice in the same location and manner that other statutorily required notices to employees are posted, which shall include: (i) the effective date of such change in control; (ii) the name and contact information for the successor employer; and (iii) an explanation of the rights provided pursuant to this section, in a form prescribed by the department; and

3. *post such explanation of rights in any language spoken as a primary language by any eligible employee, provided that the department has made a translation available in such language.*

b. The successor employer shall retain each eligible employee for the transitional employment period and, except as otherwise provided in this section, the successor employer shall not discharge an eligible employee retained pursuant to this section during the transitional employment period without cause.

c. If at any time during the transitional employment period, the successor employer determines that it requires fewer employees than were employed by the incumbent employer, such successor employer shall retain such eligible employees by seniority within each job category. During the transitional employment period, the successor employer shall maintain a preferential hiring list of any eligible employees not retained by such successor employer who shall, by seniority within their job category, be given a right of first refusal to any jobs that become available during such transitional employment period within such job category.

d. The successor employer shall retain written verification of any offer of employment made by such successor employer to any eligible employee for a period of no less than three years from the date such offer was made. Such verification shall include the name, address, date of offer and job category of each eligible employee.

e. By the end of the transitional employment period, the successor employer shall have a record of a written performance evaluation for each eligible employee retained pursuant to this section and may offer such eligible employee continued employment. The successor employer shall retain a record of the written performance evaluation for a period of no less than three years.

f. The provisions of this section shall not apply to any successor employer that, on or before the effective date of the transfer of control from an incumbent employer to the successor employer, enters into a collective bargaining agreement covering the eligible employees or agrees to assume, or to be bound by, the collective bargaining agreement of the incumbent employer covering the eligible employees, provided that such collective bargaining agreement provides terms and conditions regarding the discharge or laying off of employees.

§ 16-1007 Displaced employees list. a. The department shall maintain a list containing the names and contact addresses or telephone numbers of persons formerly employed by a business either currently engaged in the collection, removal or disposal of commercial waste, or that was engaged in the collection, removal or disposal of commercial waste prior to the implementation of this chapter, whose employment with such business has ended. The addition or deletion of information on such list shall be made only upon the request of such a former employee. At the time a former employee requests to be added to such list, the department shall provide the employee with information regarding employment programs and initiatives administered by the department of small business services or other city agencies.

b. The department shall provide a copy of such list to an applicant or licensee pursuant to section 16-508 or an awardee or designated carter upon request. Additionally, the department shall provide a copy of such list to an awardee within six months of entering into an agreement with such awardee pursuant to section 16-1002 and every six months thereafter for a period of five years.

c. The maintenance or provision of such list shall in no way be construed as a recommendation by the city regarding the employment of any person on such list, nor shall the city be responsible for the accuracy of the information set forth therein.

§16-1008 Worker safety training. a. In addition to any other applicable requirements pursuant to local, state or federal laws or rules, no later than 180 days after the date on which an awardee enters into an agreement with the department pursuant to section 16-1002, each designated carter that will be operating pursuant to such agreement shall be responsible for ensuring that all workers, including but not limited to, vehicle operators, laborers, helpers, mechanics, supervisors and managers, employed by such designated carter as of such date have received worker safety training as required by this section. For workers employed by such designated carter after an awardee enters into an agreement with the department pursuant to section 16-1002, such worker safety training shall be provided within 90 days after the start of employment or prior to the initial assignment of a worker to a job or task, whichever is earlier.

b. Each designated carter shall provide for a worker safety training program at no cost to workers to ensure its workers are properly trained for each assigned job or task to be performed and use of related equipment. The worker safety program shall include a review of any hazardous activities of the job that are relevant to the tasks and activities to be performed. For vehicle operators, laborers and helpers who are directly assigned to the collection, removal, transport or disposal of trade waste on or about the public right of way, such training shall consist of no less than 40 hours, of which no fewer than 16 hours shall be dedicated to classroom instruction. For all other workers, such training shall consist of no less than 8 hours.

c. 1. Such worker safety training program shall be tailored for individual operations, hazards or potential hazards present, and the type of equipment utilized including detailed equipment-specific training for drivers, equipment operators and loaders, as well as maintenance personnel and supervisors. Training shall include a practical demonstration of equipment operation, the knowledge and skills needed by the employee to operate such equipment and the consequences for failure to operate the equipment properly, as appropriately related to the requirements of the worker's job duties.

2. (a) All training shall include, at a minimum, educating workers on workplace safety requirements, operational instruction on each specific type of equipment used by the employee, and training to address specific public safety hazards associated with collecting, transporting and removing commercial waste, including but not limited to, training, as applicable, on:

(1) collision avoidance, including defensive driving and best practices to avoid collisions with pedestrians, cyclists and other sensitive road users;

(2) pre-trip vehicle and equipment inspections;

(3) state and local traffic laws, including speed limits, yielding, and bus and bicycle lane restrictions;

(4) preventing distracted driving;

(5) navigating intersections and turns;

(6) backing up a commercial waste vehicle;

(7) best practices for safe collection stops;

(8) container management;

(9) hopper operation;

(10) fire prevention and response; and

(11) transporting and disposing of specialized waste or hazardous materials.

(b) All such training shall be consistent with all applicable laws, rules and regulations, including but not limited to, requirements administered by the United States occupational safety and health administration, the United States department of transportation, the New York state department of transportation, the United States department of labor, and the New York state department of labor.

d. The worker safety training program required by this section shall include a language access plan to ensure that the needs of workers with limited English proficiency are adequately addressed by the designated carter's worker safety training program. Such language access plan shall include, at a minimum, a description of the language access needs of the designated carter's workforce and specific language assistance tools to be used in the administration of the worker safety training program designed to meaningfully address such needs. Such language access plan shall be updated annually and made available for inspection upon request by the department.

e. Each designated carter shall provide re-training of employees as follows:

1. An annual refresher training class to all workers;

2. No less 90 days after a change in the worker's job assignment or a change in equipment used by the worker that presents a new hazard;

3. No less than 90 days after an inspection by the department reveals, or the designated carter has reason to believe, that there are material deviations from workplace safety requirements or inadequacies in worker knowledge of workplace safety requirements.

f. Each designated carter shall refer workers to, and have readily available, the manufacturer's, installer's or modifier's instructions to ensure that correct operating and maintenance procedures and work practices are understood and followed.

g. Upon each worker's completion of the worker safety program required by this section, the designated carter shall issue to each such worker a safety training card evidencing the completion of such safety training which such worker shall carry with him or her during the performance of his or her duties.

h. Each designated carter shall maintain training records, including the name of each worker, date or dates of training, the type of training received by each worker, and the language in which such training was provided. Records shall be maintained for a period of three years and be made available for inspection upon request by the department.

i. A designated carter shall certify to the department that it has met the requirements of this section, in the form and manner as the commissioner may prescribe, no later than 180 days after the date of the agreement between an awardee and the department pursuant to section 16-1002 under which the designated carter will first provide commercial waste collection services or, for subcontractors, the date on which the department approves the designated carter as a subcontractor of the awardee, and annually thereafter.

j. No later than 180 days after the effective date of the local law that added this section, the commissioner shall convene a commercial waste zone safety task force to monitor industry conditions in order to make recommendations regarding improving worker safety training and other ways to protect the public from potential dangers posed by commercial waste hauling activities. Such task force shall be composed of the commissioner, who shall serve as the

chairperson of such task force, the chair of the business integrity commission, the speaker of the council, or the designees of any of these such members, and eight additional members, four of which shall be appointed by the mayor and four of which shall be appointed by the speaker of the council. Such task force shall include members who are representative of the commercial waste hauling industry and persons having expertise in workplace safety.

1. Such task force shall meet at least quarterly each year for the first two years of its existence and at least annually for three years thereafter.

2. Such task force shall periodically on its own initiative, or upon request of the commissioner, provide the commissioner with recommendations relating to improving the worker safety training required by this section and other ways to protect the public from potential dangers posed by commercial waste hauling activities. Any such recommendations shall be made available to the commissioner, the chair of the business integrity commission, and all awardees and designated carters within one year of the first meeting of the task force and annually for four years thereafter. In making such recommendations, such task force shall consider, but need not be limited to considering, the following:

- (a) Personal protection equipment;*
- (b) Safely working with and operating vehicle equipment and machines;*
- (c) Handling heavy materials and proper lifting techniques;*
- (d) Working with hazardous chemicals or other materials;*
- (e) Emergency action plans, fire prevention and fire protection;*
- (f) Hazard communication;*
- (g) Drug and alcohol awareness;*

(h) First aid, including cardiopulmonary resuscitation (CPR) and automated external defibrillator (AED) use; and

(i) Whether and under what circumstances a person would be permitted to transfer safety training acquired or obtained under one employer to another employer.

§ 16-1009 Whistleblower protections. It shall be unlawful for an awardee or designated carter or the agent of an awardee or designated carter to take or threaten to take a retaliatory personnel action, as defined by section 740 of the labor law, against an employee of such awardee or designated carter for reporting to the officer or employee of any city agency information concerning the conduct of such awardee or designated carter or such agent, which the employee knows or reasonably believes to involve a violation of the provisions of this title or any rules promulgated pursuant thereto or the terms of any applicable agreement entered into pursuant to section 16-1002.

§ 16-1010 Outreach and education. a. The commissioner, together with the chair of the business integrity commission and any other agency designated by the mayor, shall establish an outreach and education program aimed at educating commercial establishments on the implementation of the commercial waste zone collection system, instructions for arranging for collection of commercial waste, and the environmental, health and safety benefits to be yielded through such system. This outreach and education program shall include but not be limited to, seminars, webinars, conferences, and a multilingual public education program.

b. The commissioner may seek the assistance of for-profit and not-for-profit corporations in providing education to commercial establishments pursuant to subdivision a of this section.

c. No later than 90 days following the selection of awardees within a commercial waste zone pursuant to section 16-1002, the commissioner shall distribute a multilingual letter to all commercial establishments within such zone informing them of their obligations to comply with the provisions of this chapter and any rules promulgated pursuant thereto. Failure to receive a letter pursuant to this subdivision shall not eliminate or otherwise affect the obligations of a commercial establishment pursuant to this chapter and any rules promulgated pursuant thereto.

d. The commissioner, together with the chair of the business integrity commission and any other agency designated by the mayor, shall also conduct an outreach and education program aimed at educating businesses within the commercial waste industry about the requirements and procedures for those interested in operating as awardees or designated carters pursuant to this title. Such program shall include but not be limited to, targeted outreach to minority and women-owned business enterprises and the facilitation of information exchange between such business enterprises and other businesses within the commercial waste industry.

§ 16-1011. Agency reporting. On or before September 30, 2020, and annually thereafter, the commissioner shall issue a report to the speaker of the council and the mayor and post such report on the agency's website. Such report shall include but not be limited to, information regarding the implementation of the commercial waste zone program for each month during the previous fiscal year, disaggregated by zone and further disaggregated by awardee, as applicable, on: (i) the cost and volume of solid waste and recyclables collection and disposal; (ii) feedback from commercial establishments; (iii) the number and types of complaints received regarding commercial waste removal; (iv) outreach and education conducted, including the number of trainings and the number of individuals who have participated in such trainings, if applicable, and materials

provided; (v) the number of vehicle miles traveled by trucks used to collect, transport or remove commercial waste within commercial waste zones and any change to such number as compared to the previous fiscal year; (vi) diversion of commercial waste from landfill and any change to such diversion as compared to the previous fiscal year; (vii) any recommendations for improving the commercial waste zone collection system; (viii) the feasibility of accepting commercial waste at marine transfer stations; and (ix) the amount and proportion of commercial waste received at marine transfer stations.

§ 16-1012 Reporting by micro-haulers. On or before February 1, 2022 and each February 1 thereafter, any micro-hauler operating within a commercial waste zone shall submit to the department and the business integrity commission the following information for the previous calendar year in a form and in a manner prescribed by the department:

(i) the amount of source separated organic waste collected from commercial establishments, disaggregated by quarter year;

(ii) the mode of transport of all source separated organic waste collected from commercial establishments, disaggregated by quarter year;

(iii) the disposal location of all source separated organic waste collected from commercial establishments, disaggregated by quarter year; and

(iv) a list of commercial establishments from which source separated commercial waste was collected, disaggregated by zone.

§ 16-1013 Fees. The commissioner shall promulgate rules establishing fees to be collected from any awardee selected pursuant to section 16-1002 for the administration of the commercial waste zone program.

§ 16-1014 Minimum rates. The department may fix by rule and periodically refix minimum rates for the collection, removal or disposal of commercial waste. Such minimum rates shall be based upon a fair and reasonable return to the awardee and consideration of the purposes of this chapter.

§ 16-1015 Penalties, injunction and equitable remedies. a. Any person who violates any provision of section 16-1003 or 16-1004, or any rules promulgated pursuant to such sections or any order issued by the commissioner or chair of the business integrity commission pursuant to such sections shall be liable for a civil penalty of \$10,000 for each violation, or, in the case of a continuing violation, \$10,000 for each day of such violation.

b. 1. Any person who violates any provision of paragraphs 1 through 9 of subdivision a of section 16-1005 shall be liable for a civil penalty of \$2,500 for the first violation, and, for subsequent violations that occur within a two-year period of any previous violation, \$5,000 for the second violation and \$10,000 for any subsequent violation.

2. Any person who violates any provision of paragraphs 10 through 12 of subdivision a of section 16-1005 shall be liable for a civil penalty of \$500 for the first violation, and, for subsequent violations that occur within a two year period of any previous violation, \$750 for the second violation and \$1,000 for any subsequent violation.

c. 1. Any person who violates any provision of subdivision c of section 16-1005 shall be liable for a civil penalty of \$10,000 per vehicle that is in violation. Each notice of violation shall contain an order of the commissioner or chair of the business integrity commission directing the respondent to correct the condition constituting the violation and to file with the department electronically, or in such other manner as the commissioner shall authorize, a certification that

the condition has been corrected within thirty days from the date of the order. In addition to such civil penalty, a separate additional penalty shall be imposed of \$500 for each day that the violation is not corrected beyond thirty days from such order.

2. For the purposes of this section, if a court of competent jurisdiction or the office of administrative trials and hearings, pursuant to section 1049-a of the charter, finds that a certification of correction filed pursuant to this subdivision contained material false statements relating to the correction of a violation, such certification of correction shall be null and void. It shall be an affirmative defense that the respondent neither knew nor should have known that such statements were false.

d. The civil penalty for each violation of section 16-1008 shall be \$1,000. A violation of section 16-1008 shall be computed on a per employee basis. Notwithstanding any other provision of this section, any penalty imposed for a violation of subdivision i of section 16-1008 shall be mitigated to zero dollars if, on or before the initial return date stated on the notice of violation, a designated carter who fails to provide the certification required pursuant to subdivision i of section 16-1008 submits proof of having cured such violation at the hearing of such notice of violation.

e. Any person who violates any provision of section 16-1012 shall be liable for a civil penalty of \$1,000, except that such penalty shall be mitigated to zero dollars if on or before the initial return date stated on the notice of violation, a micro-hauler who fails to file the report required pursuant to section 16-1012 submits proof of having cured the violation at the hearing of such notice of violation.

f. All civil penalties imposed pursuant to this section may be recovered in a civil action in any court of competent jurisdiction or in a proceeding before the office of administrative trials and hearings, pursuant to section 1049-a of the charter.

g. The corporation counsel is authorized to commence a civil action on behalf of the city for civil penalties or for injunctive relief to restrain or enjoin any activity in violation of this chapter.

h. In addition to or as an alternative to any civil penalty pursuant to subdivision a of this section, any person who violates section 16-1003 or 16-1004 or any of the rules promulgated pursuant thereto shall, upon conviction thereof, be punished for each violation by a criminal fine of not more than \$10,000, or in the case of a continuing violation, not more than \$10,000 for each day of such violation, or by imprisonment not exceeding six months, or both such criminal fine and imprisonment.

i. Any employee that has been the subject of a retaliatory personnel action or the threat of a retaliatory personnel action in violation of section 16-1009 or any rules promulgated pursuant thereto shall be entitled to all relief necessary to make the employee whole. Such relief may include but not be limited to: (i) an injunction to restrain the retaliatory action or threat of retaliatory action, (ii) reinstatement to the position such employee would have had but for the retaliatory action or to an equivalent position, (iii) reinstatement of full fringe benefits and seniority rights, (iv) payment of two times back pay, plus interest, and (v) compensation for any special damages sustained as a result of the retaliatory action or threat of retaliatory action, including litigation costs and reasonable attorneys' fees. Such an employee may bring an action in any court of competent jurisdiction for the relief provided in this subdivision.

§ 16-1016 Impoundment and forfeiture. a. Any vehicle that has been used or is being used in the violation of section 16-1003 shall be impounded by the department or the business integrity commission and shall not be released until either all removal charges and storage fees and the applicable fine have been paid or a bond has been posted in an amount satisfactory to the commissioner or as otherwise provided in subdivision c of this section. The commissioner shall have the power to establish rules concerning the impoundment and release of vehicles and the payment of removal charges and storage fees for such vehicles, including the amounts and rates thereof.

b. In addition to any other penalties provided in this section, the interest of an owner in any vehicle impounded pursuant to subdivision a of this section shall be subject to forfeiture upon notice and judicial determination thereof if such owner has been convicted of or found liable for a violation of section 16-1003 in a civil or criminal proceeding or in a proceeding before the office of administrative trials and hearings, pursuant to section 1049-a of the charter two or more times, if at least two of such violations were committed within an eighteen-month period.

c. Except as hereinafter provided, the city agency having custody of a vehicle, after judicial determination of forfeiture, shall no sooner than 30 days after such determination upon a notice of at least five days, sell such forfeited vehicle at public sale. Any person, other than an owner whose interest is forfeited pursuant to this section, who establishes a right of ownership in a vehicle, including a part ownership or security interest, shall be entitled to delivery of the vehicle if such person:

(1) Redeems the ownership interest which was subject to forfeiture by payment to the city of the value thereof;

(2) Pays the reasonable expenses of the safekeeping of the vehicle between the time of seizure and such redemption; and

(3) Asserts a claim within thirty days after judicial determination of forfeiture.

d. Notwithstanding the foregoing provisions, establishment of a claim shall not entitle such person to delivery of the vehicle if the city establishes that the unlawful conduct for which the vehicle was seized was expressly or impliedly permitted by such person.

§ 16-1017 Liability for violations. a. A designated carter shall be liable for violations of any of the provisions of this chapter or any rules promulgated pursuant hereto committed by any of its employees or agents.

b. An awardee shall be liable for violations of any of the provisions of this chapter or any rules promulgated pursuant hereto committed by any designated carter or other subcontractor performing services pursuant to any agreement entered into pursuant to section 16-1002.

§ 16-1018 Enforcement. Notices of violation for violations of any provision of this chapter or any rule promulgated hereunder may be issued by the department or the business integrity commission. In addition, such notices of violation may be issued by any other agency of the city as designated by the commissioner.

§ 16-1019 Labor and wage violations. Where the commissioner has reasonable cause to believe that a designated carter has engaged in or is engaging in actions: (i) involving egregious or habitual nonpayment or underpayment of wages, or (ii) that constitute a significant violation of city, state or federal labor or employment law, the commissioner shall inform the New York state attorney general, the New York state department of labor, the United States department of labor or other relevant city, state or federal law enforcement agency of such actions.

§ 16-1020 Administration of commercial waste zones. a. Notwithstanding any inconsistent provision of law, the business integrity commission may, upon approval by a majority of its members, elect to assume, in whole or in part, the powers and duties of the commissioner and the department assigned by the local law that added this section, provided that such commission notifies the mayor, the council and the commissioner in writing of such election either (i) within 30 days of the enactment of the local law that added this section, or (ii) subsequently, no less than six months prior to the date that the assumption of powers and duties pursuant to such election takes effect. In the event of an election that is made pursuant to clause (ii) of the preceding sentence, such commission and the department shall take measures to effect an orderly transfer of such powers and duties. Such commission and the department shall make all necessary arrangements with respect to any relevant property, contracts, personnel, funding, administration, enforcement and pending matters. No judicial or administrative action or proceeding, civil or criminal, pending at the time of such election, or any contract in effect at the time of such election, shall be affected or abated by such assumption; all such actions, proceedings or contracts may be continued, but upon the effective date of the assumption of powers and duties by such commission, the same may be prosecuted, defended or enforced by such commission. Any rules promulgated by the department pursuant to the local law that added this section shall remain in effect as rules of such commission until such time as they are repealed or amended by such commission.

b. Subsequent to any election made pursuant to subdivision a of this section, such commission may elect for the department to assume, in whole or in part, powers and duties assumed by the commission pursuant to such subdivision, provided that such assumption shall take effect no less than six months after such election. In such event, the transitional provisions applicable to the

initial assumption by such commission in subdivision a of this section shall apply in a similar manner to the assumption by the department pursuant to this subdivision.

§ 19. Subdivision m of section 24-163.5 of the administrative code of the city of New York, as amended by local law 38 for the year 2015, is amended to read as follows:

m. This section shall not apply to any solid waste contract or recyclable materials contract entered into or renewed prior to September 9, 2005 *or to any agreement entered into pursuant to title 16-B.*

§ 20. Subdivision c of section 24-163.11 of the administrative code of the city of New York, as amended by local law 38 for the year 2015, is amended to read as follows:

c. Waivers; financial hardship. The chairperson of the business integrity commission may issue a waiver of the requirements of paragraph one of subdivision b of this section if the chairperson finds that the applicant for such waiver has demonstrated that compliance with such requirements would cause undue financial hardship on the applicant. An application for such waiver must be filed with the business integrity commission on or before January 1, 2019, or in the case of an applicant that applies for a license or registration with the business integrity commission pursuant to section 16-505 of the code for the first time after January 1, 2019, an application for such waiver shall be filed no later than the date on which such license or registration application is filed with the commission. An application for renewal of an existing waiver must be filed no later than one hundred eighty days before the expiration of such waiver. Any waiver issued pursuant to this paragraph shall expire no later than two years after issuance. All waivers issued pursuant to this subdivision shall expire no later than January 1, 2025. The provisions of paragraph one of subdivision b of this section shall not apply to an applicant that has submitted an application for a

waiver in accordance with the provisions of this subdivision while such application is pending with the commission, nor for ninety days after the date of a denial of such waiver. *Notwithstanding any other provision of law, the business integrity commission shall not issue or renew a waiver pursuant to this subdivision to any applicant with respect to a vehicle that will be used to collect, remove or dispose of waste required to be collected by a designated carter pursuant to chapter 1 of title 16-B.*

§ 21. Subdivision d of section 24-163.11 of the administrative code of the city of New York is amended by adding a new paragraph (6) to read as follows:

(6) Notwithstanding any other provision of law, with respect to any vehicle that may be used to collect, remove or dispose of waste required to be collected by a designated carter pursuant to chapter 1 of title 16-B, the commissioner of sanitation shall have all the powers and duties of the business integrity commission as set forth in this section.

§ 22. Notwithstanding any other provision of law, upon the final implementation date for a commercial waste zone established by the commissioner of sanitation pursuant to paragraph 3 of subdivision e of section 16-1002 of the administrative code of the city of New York, as added by section 18 of this local law, any contract between a commercial establishment and a person other than an awardee authorized to operate within such zone pursuant to an agreement entered into pursuant to section 16-1002 of such code, as added by section 18 of this local law, to provide for the collection, removal or disposal of commercial waste, as such term is defined in section 16-1000 of such code, as added by section 18 of this local law, within such commercial waste zone shall be considered terminated. Any contract for the collection, removal or disposal of commercial waste generated by a commercial establishment within a commercial waste zone entered into prior to

such final implementation date shall contain prominent notice that such contract is subject to termination upon such date and the procedures for such termination.

§ 23. No action or proceeding, civil or criminal, pending at the time when this local law takes effect, brought by or against the city or any agency or officer, and no administrative proceeding brought by the business integrity commission, shall be affected or abated by the adoption of this local law or by anything herein contained; but all such actions or proceedings may be continued notwithstanding that powers and duties of any agency or officer party thereto may be assigned or transferred to another agency or officer or otherwise affected by this local law.

§ 24. The enactment of this local law shall not affect or impair any act done, offense committed or right accruing, accrued or acquired, or liability, penalty, forfeiture or punishment incurred prior to the time such enactment takes effect, but the same may be enjoyed, asserted, enforced, prosecuted or inflicted, as fully and to the same extent as if such local law had not been enacted.

§ 25. a. This local law takes effect immediately, except as otherwise provided in this section.

b. Sections 5 through 17 of this local law take effect 18 months after it becomes law, provided however that:

1. Notwithstanding any other provision of law, until the final implementation date for a commercial waste zone established by the commissioner of sanitation pursuant to paragraph 3 of subdivision e of section 16-1002 of the administrative code of the city of New York, as added by section 18 of this local law, the business integrity commission may, within such zone, continue to enforce the provisions of sections 16-306, 16-306.1, 16-504, 16-519, 16-520 and 16-522 of the administrative code of the city of New York and any rules promulgated pursuant thereto, including but not limited to, the rates for the removal, collection or disposal of commercial waste, as they

were in effect prior to the effective date of sections 5 through 15 of this local law, with respect to persons who are not designated carters operating within such zone pursuant to an agreement entered into pursuant to section 16-1002 of such code, as added by section 18 of this local law; and

2. Notwithstanding any other provision of law, until the final implementation date for a commercial waste zone established by the commissioner of sanitation pursuant to paragraph 3 of subdivision e of section 16-1002 of the administrative code of the city of New York, as added by section 18 of this local law, no enforcement of the provisions of paragraph 2 of subdivision a of section 16-116 of such code, as amended by section 4 of this local law, shall take place within such commercial waste zone.

c. Notwithstanding any other provision of law, until the implementation start date for a commercial waste zone established by the commissioner of sanitation pursuant to paragraph 3 of subdivision e of section 16-1002 of the administrative code of the city of New York, as added by section 18 of this local law, no enforcement of the provisions of paragraph 2 of subdivision b of section 16-306 of such code, as amended by section 5 of this local law, subdivision l of section 16-509 of such code, as added by section 10 of this local law, paragraph xiii of subdivision a of section 16-513 of such code, as added by section 11 of this local law, subdivision b of section 16-513 of such code, as amended by section 11 of this local law, or sections 16-1003, 16-1004 or 16-1005 of such code, as added by section 18 of this local law, shall take place within such commercial waste zone, and provided further that a licensee, as such term is used in title 16-A of the administrative code of the city of New York, operating within such zone pursuant to a contract with a commercial establishment entered into prior to such implementation start date may continue to provide commercial waste collection, removal or disposal services pursuant to such contract in

accordance with the provisions title 16-A and any rules promulgated thereunder until the final implementation date for such zone established by the commissioner of sanitation pursuant to paragraph 3 of subdivision e of section 16-1002 of the administrative code of the city of New York, as added by section 18 of this local law.

d. The commissioner of sanitation may take such measures as are necessary for the implementation of this local law, including the promulgation of rules, immediately.

THE CITY OF NEW YORK, OFFICE OF THE CITY CLERK, s.s.:

I hereby certify that the foregoing is a true copy of a local law of The City of New York, passed by the Council on October 30, 2019 and approved by the Mayor on November 20, 2019.

MICHAEL M. McSWEENEY, City Clerk, Clerk of the Council.

CERTIFICATION OF CORPORATION COUNSEL

I hereby certify that the form of the enclosed local law (Local Law No. 199 of 2019, Council Int. No. 1574-A of 2019) to be filed with the Secretary of State contains the correct text of the local law passed by the New York City Council and approved by the Mayor.

STEPHEN LOUIS, Acting Corporation Counsel.

APPENDIX B: THE RULES OF THE CITY OF NEW YORK, TITLE 16: DEPARTMENT OF SANITATION, CHAPTER 20: COMMERCIAL WASTE ZONES

This Appendix includes the following:

- Notice of Adoption of Final Rule Establishing 20 Commercial Waste Zones
- Notice of Adoption of Final Rule Establishing Customer Service and Operations Requirements for Commercial Waste Zones
- Notice of Adoption of Final Rule Establishing Safety Requirements for Carters Operating in Commercial Waste Zones
- Notice of Adoption of Final Rule Establishing Requirements Relating to Commercial Waste Generation Audits for Commercial Waste Zones

New York City Department of Sanitation

NOTICE OF ADOPTION OF FINAL RULE ESTABLISHING 20 COMMERCIAL WASTE ZONES

NOTICE IS HEREBY GIVEN in accordance with the requirements of Section 1043 of the New York City Charter and pursuant to the authority vested in the Commissioner of the Department of Sanitation by sections 753 of the New York City Charter and section 16-1001 of the New York City Administrative Code that the Department adopts the following rule establishing 20 commercial waste zones. The Department published a Notice of Opportunity to Comment on the proposed rule in the *City Record* on December 12, 2019. On January 13, 2020 the Department held a public hearing on the proposed rules.

Statement of Basis and Purpose of Final Rule

Each year in New York City, more than 100,000 commercial establishments generate more than 3 million tons of refuse and recyclables. Approximately 90 private carters collect this waste from commercial establishments across the City.

The current system for collecting commercial waste from the City's businesses has been plagued by dangerous driving and insufficient attention to public safety, harmful environmental impacts, and poor customer service. Since 2010, private waste collection trucks have killed at least 28 people on New York City streets.

In some parts of the city, more than 50 carters service a single neighborhood, and an individual commercial block may see dozens of different private waste collection trucks on a given night. This has resulted in millions of excess truck miles driven every year that harm the City's air quality, increase greenhouse gas emissions, create noise pollution and negatively impact public health. Additionally, the industry has lacked strong customer service standards, and pricing has remained unclear and confusing to most customers, putting small businesses at a significant disadvantage.

In response to these documented problems in the commercial waste collection industry, the Department released a comprehensive plan for reforming the private carting industry in November 2018 ("the Plan"), available at <http://www.nyc.gov/commercialwaste>. The Plan proposed the establishment of commercial waste zones - a safe and efficient collection system to provide high quality, low cost service to New York City businesses while advancing the City's zero waste and sustainability goals. The Department developed this plan after years of extensive public outreach and engagement with a wide variety of stakeholders. On November 20, 2019, Local Law number 199 for the year 2019 was enacted, which authorizes the Department to create a commercial waste zones system.

Under Local Law 199, codified in Title 16-B of the New York City Administrative Code, the Sanitation Commissioner must divide the geographic area of New York City into at least 20 “commercial waste zones.” This rule describes the 20 zones designated by the Commissioner and provides a map.

The zone map described here largely reflects the zone map described in the Plan, with a few differences. While the Plan assumed that certain zones in Manhattan would have up to five carters operating, Local Law number 199 authorizes up to three carters per zone. Accordingly, the Department made some adjustments to reflect this change, taking into consideration the number of customers and the average tonnage of waste per contract and per zone. First, this map divides lower Manhattan into two zones. It also consolidates three Brooklyn zones described in the Plan into two zones. Finally, this map includes geographic areas of the City that are not assigned to community districts, such as Central Park, which were not included in the map described in the Plan.

The following is a map of the zones described in this rule. In this map, the numbers refer to either community districts or “Joint Interest Areas,” or “JIAs” which denote geographic areas of the City identified by the Department of City Planning that are not assigned to community districts, as described on the Department of City Planning webpage:

<https://www1.nyc.gov/site/planning/community/jias-sources.page>. The colors denote the different commercial waste zones, which are labeled with the zone names.



*Midtown North and Midtown South are both part of CD 105

This is the first of several rules that the Department intends to propose to implement the program. Thereafter, the Department will use a competitive procurement process to select up to three private carters to service businesses within each commercial waste zone. The competitive solicitation process will also be used to select up to five carters to provide containerized commercial waste collection services citywide. This process will identify the carters that can provide high quality service at low prices. The resulting contracts will include standards for pricing, customer service, safety, environmental health, and requirements to promote the City's commitment to recycling and sustainability.

Commercial waste zones will apply to the collection of commercial refuse, recyclables, and source-separated organic waste. It will exclude specialized or intermittent waste streams, such as construction and demolition debris, medical waste, hazardous waste and other types of waste that will continue to be collected and managed under existing City and State regulations.

Under the new commercial waste zones system, instead of dozens of different carters operating in a City neighborhood on a given night, only a few carters will operate in each area. With fewer trucks on the streets and shorter routes, zoned collection will also mean improved traffic and air quality and less unsafe driving behavior and worker fatigue. Citywide, the adoption of the commercial waste zones system will dramatically reduce truck traffic associated with this industry by 50 percent. This system will improve the quality of life of all New Yorkers, serve the needs of the City’s local businesses, and support the City’s short and long-term goals for a cleaner, safer, and more sustainable city.

DSNY’s authority to promulgate these rules is found in New York City Charter §§ 753 and 1043, and Administrative Code § 16-1001.

New material is underlined.

“Shall” and “must” denote mandatory requirements and may be used interchangeably in the rules of this Department, unless otherwise specified or unless the context clearly indicates otherwise.

Section 1. Title 16 of the rules of the city of New York is amended by adding a new chapter 20 to read as follows:

CHAPTER 20: COMMERCIAL WASTE ZONES

Subchapter A: General

§ 20-02 Commercial waste zones

- a. The geographic area of the city of New York shall be divided into 20 commercial waste zones as follows:

<u>Zone name</u>	<u>Zone geographic area</u>
<u>Lower Manhattan</u>	<u>Community district 101</u>
<u>Manhattan Southwest</u>	<u>Community district 102</u>
<u>Manhattan Southeast</u>	<u>Community districts 103, 106</u>
<u>Midtown South</u>	<u>The geographic area of community district 105 south of 37th Street</u>
<u>Midtown North</u>	<u>The geographic area of community district 105 north of 37th Street</u>
<u>Manhattan West</u>	<u>Community districts 104, 107, and commercial establishments</u>

	located on Central Park West
<u>Manhattan Northeast</u>	<u>Community district 108, excluding Roosevelt Island, community district 111, and Central Park (Joint Interest Area 64), excluding commercial establishments located on Central Park West</u>
<u>Upper Manhattan</u>	<u>Community districts 109, 110, 112</u>
<u>Bronx West</u>	<u>Community districts 201, 203, 204, 205, 206, 207, 208, Van Cortlandt Park (Joint Interest Area 26), and Bronx Park (Joint Interest Area 27)</u>
<u>Bronx East</u>	<u>Community districts 202, 209, 210, 211, 212, and Pelham Bay Park (Joint Interest Area 28)</u>
<u>Brooklyn North</u>	<u>Community districts 301, 303, 304</u>
<u>Brooklyn West</u>	<u>Community districts 302, 306, 307</u>
<u>Brooklyn East</u>	<u>Community districts 305, 308, 309, 316, 317, 318, Prospect Park (Joint Interest Area 55), and Brooklyn Gateway National Recreation Area (Joint Interest Area 56)</u>
<u>Brooklyn Southwest</u>	<u>Community districts 310, 311, 312</u>
<u>Brooklyn South</u>	<u>Community districts 313, 314, 315</u>
<u>Queens West</u>	<u>Community districts 401, 402, and Roosevelt Island</u>
<u>Queens Central</u>	<u>Community districts 403, 404, 405, 406, LaGuardia Airport (Joint Interest Area 80), and Forest Park (Joint Interest Area 82)</u>
<u>Queens Northeast</u>	<u>Community districts 407, 408, 411, and Flushing Meadows-Corona Park (Joint Interest Area 81)</u>
<u>Queens Southeast</u>	<u>Community districts 409, 410, 412, 413, 414, JFK International Airport (Joint Interest Area 83), and Queens Gateway National Recreation Area (Joint Interest Area 84)</u>
<u>Staten Island</u>	<u>Community districts 501, 502, 503, and Staten Island Gateway National Recreation Area (Joint Interest Area 95)</u>

New York City Department of Sanitation

NOTICE OF ADOPTION OF FINAL RULE ESTABLISHING CUSTOMER SERVICE AND OPERATIONS REQUIREMENTS FOR COMMERCIAL WASTE ZONES

NOTICE IS HEREBY GIVEN in accordance with the requirements of Section 1043 of the New York City Charter and pursuant to the authority vested in the Commissioner of the Department of Sanitation by sections 753 of the New York City Charter and Title 16-B of the New York City Administrative Code that the Department adopts the following rule establishing customer service and operations requirements for the Commercial Waste Zones program. The Department published a Notice of Opportunity to Comment on the proposed rule in the City Record on December 18, 2020. On January 26, 2021 the Department held a public hearing on the proposed rules.

Statement of Basis and Purpose of Final Rule

Typically in New York City, more than 100,000 commercial establishments generate more than 3 million tons of refuse and recyclables. Approximately 90 private carters collect this waste from commercial establishments across the City.

The current system for collecting commercial waste from the City's businesses has been plagued by dangerous driving and insufficient attention to public safety, harmful environmental impacts, and poor customer service. Since 2010, private waste collection trucks have killed at least 28 people on New York City streets.

In some parts of the City, more than 50 carters service a single neighborhood, and an individual commercial block may see dozens of different private waste collection trucks on a given night. This has resulted in millions of excess truck miles driven every year that harm the City's air quality, increase greenhouse gas emissions, create noise pollution and negatively impact public health. Additionally, the industry has lacked strong customer service standards, and pricing has remained unclear and confusing to most customers, putting small businesses at a significant disadvantage.

In response to these documented problems in the commercial waste collection industry, the Department released a comprehensive plan for reforming the private carting industry in November 2018 ("the Plan"), available at <http://www.nyc.gov/commercialwaste>. The Plan proposed the establishment of commercial waste zones - a safe and efficient collection system to provide high quality, low cost service to New York City businesses while advancing the City's zero waste and sustainability goals. The Department developed this plan after years of extensive public outreach and engagement with a wide variety of stakeholders. On November 20, 2019, Local Law number 199 for the year 2019 was enacted, which authorizes the Department to create a commercial waste zones system. Under Local Law 199, codified in Title

16-B of the New York City Administrative Code, the Sanitation Commissioner has divided the geographic area of New York City into 20 “commercial waste zones.”

The Department will use a competitive procurement process to select up to three private carters to service businesses within each commercial waste zone. The competitive solicitation process will also be used to select up to five carters to provide containerized commercial waste collection services citywide. This process will identify the carters that can provide high quality service at low prices. The resulting contracts will include standards for pricing, customer service, safety, environmental health, and requirements to promote the City’s commitment to recycling and sustainability. The Request for Proposals (RFP) will be issued in two parts. Part 1 was issued on November 19, 2020, with responses due on February 19, 2021. Part 2 of this RFP is being issued at the same time as this final rule.

Commercial waste zones will apply to the collection of commercial refuse, recyclables, and source-separated organic waste. It will exclude specialized or intermittent waste streams, such as construction and demolition debris, medical waste, hazardous waste and other types of waste that will continue to be collected and managed under existing City and State regulations.

Under the new commercial waste zones system, instead of dozens of different carters operating in a City neighborhood on a given night, only a few carters will operate in each area. With fewer trucks on the streets and shorter routes, zoned collection will also mean improved traffic and air quality and less unsafe driving behavior and worker fatigue. Citywide, the adoption of the commercial waste zones system will dramatically reduce truck traffic associated with this industry by more than 50 percent. This system will improve the quality of life of all New Yorkers, serve the needs of the City’s local businesses, and support the City’s short and long-term goals for a cleaner, safer, and more sustainable city.

On February 14, 2020, the Department published the final rules creating the 20 commercial waste zones. Per Administrative Code Section 16-1002(e)(3), the Department will set the implementation schedule for when the commercial waste zone system will take effect in each zone. This will likely be staggered, with different zones transitioning to the commercial waste zone system at different times. Customers will be required to choose a carter that has been selected for their zone (or a carter to provide containerized commercial waste collection service, as applicable) by the end of the transition period of the zone in which their business is located.

In this rulemaking, the Department is establishing requirements for carters selected to operate under the commercial waste zones program. Specifically, these rules include provisions addressing:

- Definitions;
- Customer service requirements, including provisions addressing the requirements for customers to hire a zone carter to collect commercial waste; the minimum level of service that carters must offer to all commercial establishments in the zones they have been awarded; maximum rates and rate structures, including additional fees; denial,

suspension and termination of service; overfilled containers, contamination, infeasible collection and other non-conforming material; procedures for fees and non-collection; customer service plans; written service agreements, billing and payment; and required notifications to customers and the Department;

- Requirements for collecting recyclable materials and source separated organics, including provisions addressing recycling requirements for carters, collection of organic waste that has been source separated, commercial waste diversion and disposal; recordkeeping; written agreements; reporting; and exempt waste streams; and
- Operational requirements for carters, including provisions addressing restrictions on operation in multiple zones; requirements for signs and decals; requirements regarding operation of commercial waste vehicles; containers and collection of waste; labeling of containers; routes and schedules; protection of property; emergency response requirements; vehicle collisions; and vehicle maintenance and condition.

This rulemaking also makes conforming amendments to the existing requirements for commercial establishments related to recycling and source separated organics to recognize the commercial waste zones program.

These new rule requirements will take effect in each zone when the commercial waste zones system is introduced in that particular zone, according to the implementation schedule that the Department will publish in a future rulemaking.

Please note that while some of these requirements for commercial waste carters are similar to existing Business Integrity Commission (BIC) requirements for trade waste licensees, many of the requirements have changed to meet the standards set out in Local Law 199. The requirements in BIC's rules for trade waste licensees will continue to apply until the transition of the commercial waste zones program occurs in each zone, in accordance with the schedule and further details to be provided in an upcoming DSNY rule. As commercial waste zone awardees enter into agreements with new customers in their assigned zones, they will be required to comply with these new rule requirements. However, licensees operating lawfully under existing contracts with customers can continue to operate until the end date of the zone transition period, and geographic restrictions on movement in and out of zones will not be enforced until the end of the zone transition period. Further details on the transition to commercial waste zones will be provided in a forthcoming rulemaking regarding the transition start and end dates.

After the transition to commercial waste zones occurs, BIC's requirements regarding the topics contained in these rules will not apply to commercial waste carters, but will continue to apply to licensees and registrants that are hauling forms of trade waste other than commercial waste, such as construction and demolition debris. However, certain requirements in BIC rules, such as requirements for licensing, character and fitness standards and certain safety requirements, will continue to apply to commercial waste zone carters after the commercial waste zones program is implemented. More details regarding the applicability of BIC rules to the commercial waste zones program will be provided in future rulemakings.

The Department published proposed rules on December 18, 2020. The Department held a public hearing on these rules on January 26, 2021, and received written comments until February 9, 2021. After careful review and consideration of all written comments received and all hearing testimony regarding the proposed rules, the Department has made the following changes in this this final rule:

- Updating definition of “standard service hours” in 16 RCNY § 20-01 in response to public comments from carters;
- Adding definitions of “designated carter” and “source separation” in 16 RCNY § 20-01;
- Clarifying restrictions on entering into contracts with zone customers, including providing examples that address containerized waste customers in 16 RCNY § 20-20;
- Clarifying that customers who do not enter into a written service agreement with a zone awardee or a containerized commercial waste awardee by the end of the transition period will be assigned a zone awardee by the Department in 16 RCNY § 20-20;
- Adding additional authorized fees, such as rental fees for equipment, collection service inside a building, fees for commercial waste generation audit services, and credit card fees in 16 RCNY § 20-21, in response to public comments from carters;
- Removing the requirement that the carter meet a two-hour pick-up window, but allowing a fee for a pick-up time within a window of less than two hours where a pick-up window is specified in the customer agreement in 16 RCNY § 20-21 in response to public comments from carters;
- Streamlining the process for suspension or termination of service for non-payment in 16 RCNY § 20-22 in response to public comments from carters;
- Expressly authorizing a carter to reschedule collection due to emergencies such as severe weather events, street closures and other emergencies in 16 RCNY § 20-23, in response to public comments from carters that the proposed rule was not clear on this point;
- Clarifying that fees imposed for contaminated recyclable materials or source separated organic waste must be imposed based on a physical inspection of the materials in 16 RCNY § 20-24;
- Removing the specific timeframes in which awardees must response to customer complaints and replacing it with a requirement to include a protocol for promptly addressing customer service requests and complaints in its Customer Service Plan in 16 RCNY § 20-25 in response to comments from carters that such requirements were infeasible;
- Clarifying the awardee’s obligation to respond to a customer’s missed collection complaint in 16 RCNY § 20-25 in response to comments that the proposed rule language was unclear;
- A requirement that customer service agreement include a clear description of applicable fees, as well as an estimated pick-up time for each collection in 16 RCNY § 20-26 in response to public comments from customer advocates;

- Clarifying that customer notices may be provided electronically where agreed upon between the carter and the customer in 16 RCNY § 20-26.
- Revising the requirements for awardees to notify the Department of significant designated recyclable material content in refuse in 16 RCNY § 20-28 in response to public comments from carters that the proposed rule provision was not practicable;
- Clarifying that co-collection of designated recyclable materials, where designated recyclable metal, glass and plastic and designated recyclable paper that have been previously source separated and set out by a generator are collected at the same time and placed in a single compartment of a waste hauling truck, is not permitted under the Commercial Waste Zones program under 16 RCNY § 20-31.
- Limiting the requirements for what has to be included in a customer sign or decal in 16 RCNY § 20-36 in response to public comments from carters;
- Clarifying that the carter emergency contact role can be held by more than one person in 16 RCNY § 20-42 in response to public comments from carters; and
- Moving the requirements regarding telematics systems to the Safety Requirements rules in Subchapter D of Chapter 20 of title 16, which are being published in a separate rulemaking.

DSNY's authority to promulgate these rules is found in New York City Charter §§ 753 and 1043, and title 16-B of the Administrative Code.

New material is underlined.

[Deleted material is in brackets.]

“Shall” and “must” denote mandatory requirements and may be used interchangeably in the rules of this Department, unless otherwise specified or unless the context clearly indicates otherwise.

Section 1. Section 1-01 of title 16 of the rules of the city of New York is amended by deleting the definition of “Co-collection of recyclables.”

§ 2. The undesignated paragraph following paragraph (4) of Subdivision (d) of section 1-09 of title 16 of the rules of the city of New York is amended to read as follows:

In lieu of submitting information specified in paragraph (4), agencies/institutions may, with Department approval, develop and submit other criteria for estimating the amount of waste generated at a facility. For facilities within agencies/institutions that receive Department collection service, implementation plans shall include, in addition to paragraphs (1), (2), (3) and (4) of this subdivision, the location of the central collection area or areas required in subparagraph (g)(2)(i). For facilities within agencies/institutions that receive private carter service, implementation plans shall include, in addition to paragraphs (1), (2), (3) and (4) of this

subdivision, the name of the private carter or private carters, and must identify, by type, each designated recyclable material that will be collected by each private carter, and if applicable, whether the private carter will be utilizing single stream collection [and recycling or co-collection] of recyclables. Each agency/institution shall appoint an agency/institution recycling coordinator who shall be responsible for overseeing the establishment and operation of the agency's/institution's recycling program. Each agency/institution shall submit one plan to the Department for approval within three months of the effective date of this section and shall update such plan within a reasonable time if there are any significant changes, including changes in the information required to be supplied under paragraphs (3) and (4) of this subdivision.

§ 3. Paragraph (3) of subdivision (c) of section 1-10 of title 16 of the rules of the city of New York is amended to read as follows:

(3) Notwithstanding the source separation provisions of subdivision (b) of this section, a generator of private-carter collected waste may commingle designated metal, glass, and plastic with designated recyclable paper if:

(i) [his or her] the private carter [has furnished information to the business integrity commission of its ability] that collects such material operates as a designated carter pursuant to an agreement that was entered into pursuant to section 16-1002 of the Administrative Code and that authorizes such carter to use [either] single stream collection [and recycling, or co-collection] of recyclables; or

(ii) [a] such generator obtains a registration from the business integrity commission pursuant to paragraph (b) of section 16-505 of the administrative code of the city of New York[,] to transport its own designated recyclable materials [to a central holding location under the control of the generator, from which such designated recyclable materials will be collected by a private carter, who has furnished information to the business integrity commission of its ability] and is authorized by the business integrity commission to use [either] single stream collection [and recycling, or co-collection] of recyclables[, or delivered by the generator directly to a recycler].

§ 4. Paragraph 2 of subdivision (d) of section 1-10 of title 16 of the rules of the city of New York is amended to read as follows:

(2) As required by section 16-116 of the administrative code of the city of New York, generators must post a [sign] decal identifying each private carter approved to provide collection and/or recycling services for such generators. Such [sign] decal must use lettering of a conspicuous size and be prominently displayed by attaching it to a window near the principal or service entrance of the generator's premises so as to be easily visible from outside such premises. Such [sign] decal must [also identify, by type, each designated recyclable material that will be collected by each private carter and, if applicable, whether the private carter will be using single stream collection and recycling or co-collection of recyclables] display the private

carter's name, the private carter's license number issued by the business integrity commission pursuant to title 16-A of the Administrative Code, and the unique customer identifier number assigned to the customer by the private carter pursuant to 16 RCNY § 20-36(a).

§ 5. Subparagraph (ii) of paragraph (1) of subdivision (e) of section 1-10 of title 16 of the rules of the city of New York is amended to read as follows:

(ii) Notify his or her tenants, occupants, and/or employees, at least annually, in writing, of applicable source separation requirements, including what materials are required to be source separated and how to source separate such materials. A copy of such notification shall be [submitted] made available to the Department upon request [within five business days of such request either by postal mail or electronic mail to the Department], provided that any penalty imposed for a violation of this subparagraph shall be reduced to zero dollars if, on or before the initial return date stated on the notice of violation, the owner, lessee or person-in-charge of the premises submits proof of having cured such violation.

§ 6. Subchapter A of chapter 20 of title 16 of the rules of the city of New York is amended by adding a new section 20-01 to read as follows:

§ 20-01 Definitions.

(a) The following terms have the same meanings as such terms are defined in section 16-1000 of the Administrative Code: "awardee," "commercial waste," "commercial waste zone," "commissioner," "containerized commercial waste," "department," "organic waste," "trade waste."

(b) The following terms have the following meanings, except as otherwise provided in this chapter:

Container: The term "container" means a bin, dumpster, compactor or other receptacle for the storage or collection of commercial waste.

Commercial establishment. The term "commercial establishment" means a commercial establishment required to provide for the removal of commercial waste pursuant to the provisions of section 16-116 of the Administrative Code.

Containerized commercial waste awardee. The term "containerized commercial waste awardee" means an awardee that is authorized to provide containerized commercial waste collection, removal and disposal service citywide pursuant to an agreement with the Department entered into pursuant to section 16-1002 of the Administrative Code.

Contamination. The term “contamination” means: (1) a bag or container of designated recyclable materials that contains a detectable quantity of refuse or organic waste; (2) a container of source separated organic waste that contains a detectable quantity of non-organic waste; or (3) a bag or container of refuse that contains a detectable quantity of designated recyclable materials.

Customer. The term “customer” means: i) a commercial establishment that is located within a commercial waste zone for which a zone awardee has been awarded an agreement pursuant to section 16-1002 of the Administrative Code and that selects such awardee for collection of commercial waste or has been assigned such awardee pursuant to paragraph 4 of subdivision e of such section; or ii) a commercial establishment that selects a containerized commercial waste awardee to collect containerized commercial waste.

Designated carter. The term “designated carter” means a licensee that is authorized to provide commercial waste collection services pursuant to an agreement between an awardee and the Department entered into pursuant to section 16-1002 of the Administrative Code. The term “designated carter” may describe the awardee or another licensee that the awardee has designated to fulfill the terms of such agreement as specified in the awardee’s Subcontracting Plan.

Designated covered establishment. The term “designated covered establishment” means any commercial establishment designated as an establishment required to separate organic waste pursuant to subdivision (a) of section 1-11 of this title.

Designated recyclable materials. The term “designated recyclable materials” means materials that have been designated for recycling by the Department pursuant to subdivision (a) of section 1-10 of this title.

Non-collection of commercial waste. The term “non-collection” means a particular instance when an awardee fails to perform a scheduled pick-up of commercial waste from a customer, but where the awardee has not suspended or terminated service.

Normal business hours. The term “normal business hours” means 9am to 5pm, Monday through Friday.

Organic waste processing facility. The term “organic waste processing facility” has the same meaning as set forth in section 1-01 of this title.

Overfilled container. The term “overfilled container” means a container with materials that project above its rim in a manner that impedes the complete closure of its lid and/or a container with materials that are placed outside the container and/or allowed to accumulate.

Refuse. The term “refuse” means commercial waste that is not organic waste or designated recyclable material.

Single stream collection of recyclables. The term “single stream collection of recyclables” has the same meaning as the term “single stream collection and recycling,” as defined in section 1-01 of this title and shall be deemed interchangeable with such term and with the term “single stream recycling and collection.”

Source separation. The term “source separation” means the separation at the point of generation of designated recyclable materials from each other or the separation of designated recyclable materials from solid waste.

Standard service hours. The term “standard service hours” means 8pm to 7am, Monday through Saturday, excluding the federal holidays listed in 5 U.S.C. § 6103. For purposes of this definition, a day of the week or a holiday (e.g. Monday or Memorial Day) begins at 8pm on that day and ends at 7am the following day.

Textiles. Textiles. The term “textiles” means textiles that: 1) are source separated by a commercial establishment or 2) are required be source separated by a commercial establishment pursuant to section 1-10 of this title.

Zone awardee. The term “zone awardee” means an awardee that is authorized to provide commercial waste collection, removal and disposal service in a particular zone assigned to the awardee pursuant to an agreement with the Department entered into pursuant to section 16-1002 of the Administrative Code.

§ 7. Chapter 20 of title 16 of the rules of the city of New York is amended by adding a new subchapter B to read as follows:

Subchapter B. Customer Service Requirements

§ 20-20 Service to customers in a commercial waste zone.

- (a) (1) Each commercial establishment must enter into a written service agreement with a zone awardee selected by the Department for the zone in which the commercial establishment is located, and/or a containerized commercial waste awardee in accordance with subdivision (c) of this section, to provide all commercial waste collection, removal and disposal services for the commercial establishment. All such written service agreements must meet the requirements of section 20-26 and must be

entered into no later than the final implementation date for the zone in which the commercial establishment is located, as set forth in the rules of the Department.

(2) This subdivision does not apply to a commercial establishment registered by the Business Integrity Commission to haul its own commercial waste pursuant to subdivision (b) of section 16-505 of the Administrative Code operating pursuant to the terms of such registration.

(b) A commercial establishment must not enter into an agreement for the collection, removal or disposal of commercial waste with more than one zone awardee selected for the zone in which the commercial establishment is located at the same time under any circumstances.

(c) In lieu of or in addition to a contract with a zone awardee, a commercial establishment may contract with a containerized commercial waste awardee for the removal of containerized commercial waste, provided that the other requirements of this section have been met. If a commercial establishment's contract with a containerized commercial waste awardee does not cover the entirety of the commercial establishment's commercial waste, the commercial establishment must enter into an agreement with a zone awardee for collection, removal and disposal of the remainder of the commercial establishment's commercial waste, except that such establishment may not contract with more than one zone awardee, as provided in subdivision (b) of this section .

Example 1: Bob's Restaurant is located in the zone Bronx East. Bob's Restaurant selects Containerized Carting to perform containerized commercial waste collection services. Containerized Carting receives an award to collect containerized commercial waste citywide and is also selected as a zone awardee for zone Bronx East. If Bob's restaurant uses Containerized Carting for containerized collection services, Bob's restaurant is prohibited from selecting a different Bronx East zone awardee to collect non-containerized commercial waste because Containerized Carting is a zone awardee for zone Bronx East.

Example 2: Molly's Restaurant is located in the zone Queens Central. Molly's Restaurant is looking for containerized commercial waste collection services for refuse. None of the zone awardees in zone Queens Central were selected to collect containerized commercial waste citywide. Molly's Restaurant can hire Containerized Carting to provide containerized commercial waste collection service and may choose to select a Queens Central zone carter to provide non-containerized refuse and organics collection.

(d) If an awardee is authorized to operate as a containerized commercial waste awardee and a zone awardee in a given zone, such awardee must follow all requirements applicable to zone awardees set forth in title 16-B of the Administrative Code and this

title with respect to all customers in such zone.

- (e) If a commercial establishment fails to enter into a written agreement with a zone awardee selected for the zone in which such commercial establishment is located or a containerized commercial waste awardee in accordance with the requirements of this section by the final implementation date for such zone, the Department will assign a zone carter to such commercial establishment and the processes and terms of service set forth in subdivision (e) of section 20-26 shall apply.

§ 20-21 Rates.

- (a) (1) An awardee shall not charge or accept rates or fees for the collection, removal or disposal of commercial waste from a customer in a commercial waste zone above the maximum rates and maximum fees for such zone as set forth in the agreement with the Department under which such awardee is operating pursuant to section 16-1002 of the Administrative Code and as provided in this section.

(2) Rates for collection of designated recyclable materials and source separated organic waste must be proportionally lower than rates for refuse collection services in the proportion set forth in the agreement between the awardee and the Department where such agreement includes such a proportion, except that if the awardee collects no amount of refuse from the customer, the rate for designated recyclable materials and source separated organics cannot exceed the maximum rate for such material set forth in such agreement.

- (b) An awardee must not charge or accept rates or fees for the collection, removal or disposal of containerized commercial waste citywide above the maximum rates or fees for such service as set forth in the agreement with the Department under which such awardee is operating pursuant to section 16-1002 of the Administrative Code and as provided in this section. Paragraph (2) of subdivision (a) of this section shall apply to the collection, removal or disposal of containerized waste citywide only where such agreement also provides for the collection of designated recyclable materials or source separated organic waste.

- (c) (1) An awardee must only charge a customer in accordance with the pricing structure set forth in the agreement with the Department pursuant to which such awardee is operating. Such pricing structure must reflect the following pricing structure:
- i. A separately itemized charge based on frequency of collection by waste stream: refuse, designated recyclable materials and source separated organic waste; and
 - ii. A separately itemized charge based on weight or volume of waste collected by waste stream: refuse, designated recyclable materials and source separated organic waste.

An awardee must not charge any additional fees, except as provided in paragraph (2) of this subdivision.

(2) An awardee may impose fees only for the following:

(i) Cleaning containers or compactors;

(ii) Delivery, replacement or removal of carts or containers;

(iii) Rental of compactors or roll-off containers;

NOTE: Rental fees for containers or dumpsters other than compactors and roll-offs are prohibited by Administrative Code section 16-1002(c)(2);

(iv) Rental of equipment other than containers/dumpsters;

(v) Collection service that requires entry inside the building, other than service in and out of a loading dock;

(v) A requested pick-up outside of standard service hours;

(vi) A requested pick-up time within a window of less than two hours where a pick-up window is specified in the agreement;

(vii) A return rate, if an awardee must return to provide service based on a customer created condition, after following all applicable procedures set forth in section 20-24;

(viii) Overfilled containers, after following all applicable procedures set forth in section 20-24;

(ix) Designated recyclable materials or source separated organic waste with contamination of at least 10 percent, after following all applicable procedures set forth in section 20-24;

(x) If a driver has to wait due to a customer created delay in excess of 15 minutes, documented with GPS technology;

(xi) Late payment;

(xii) Insufficient funds, including but not limited to a bounced check or an electronic transfer that fails due to insufficient funds in the customer's account;

(xiii) Payment made by credit card if the following conditions are met:

(A) The fee must not exceed 3% of the amount charged for services; and

(B) The awardee must offer an alternate form of electronic payment, such as direct bank to bank transfer, with no added fee for the customer;

(xiv) Commercial waste generation audit services in accordance with the awardee's Zero Waste Plan; and

(xiv) Any other fees approved by the Department in accordance with the procedures set forth in the awardee's agreement with the Department pursuant to which the awardee is operating.

(d) (1) In addition to any automatic rate adjustments set forth in the agreement with the Department pursuant to which such awardee is operating, entered into pursuant to section 16-1002 of the Administrative Code, an awardee may petition the Department for an adjustment to the maximum rates (including any maximum fee amounts) set forth in such agreement in accordance with this subdivision. Such petition shall be made in a form and format prescribed by the Department. No later than 60 days after the submission of such petition, the Department shall either deny such petition in writing, along with a description of the reason for such denial, or commence with a public

hearing on such petition in accordance with the procedures described in this subdivision,. Such decision shall be within the discretion of the Department.

(2) Upon petition of an awardee in accordance with paragraph (1) of this subdivision, or upon its own initiative, the Department may hold a public hearing on the maximum rates (inclusive of any maximum fee amounts) charged by one or more awardees for the collection, removal or disposal of commercial waste as set forth in the agreement or agreements with the Department entered into pursuant to section 16-1002 of the Administrative Code by such awardee or awardees. At least 30 days prior to the public hearing, the Department will publish the date, time and location of the public hearing in the City Record and on the Department website. At the hearing, any member of the public may submit oral or written testimony regarding whether the maximum rates should be changed. The proponent of the rate change shall bear the burden of demonstrating, on an individual, zone or industry-wide basis, that existing rates do not allow for a fair and reasonable return to such awardee or awardees or are otherwise inconsistent with the purposes of title 16-B of the Administrative Code.

(3) In determining whether the maximum rates charged by one or more awardees for the collection, removal or disposal of commercial waste will be adjusted, the Department shall not be limited to evidence provided pursuant to paragraph (2) of this subdivision, and may request additional information from the proponent of the rate change, and may consider any relevant factor affecting the commercial waste industry or its customers, including but not limited to:

(i) Available data on the commercial waste industry, including but not limited to any material change in: operating revenues (overall revenues); regulated service operating revenues (revenue generated from waste removal services associated with the rate-regulated portion of a business) by waste stream; operating expenses; regulated operating expenses by waste stream; and total regulated waste tonnage disposed;

(ii) Any material change to waste disposal capacity or infrastructure; and

(iii) Any other factor that may be relevant to assessing a fair and reasonable return to the awardee or awardees, promoting the protection of customers from excessive or unreasonable charges, and promoting the purposes of title 16-B of the Administrative Code.

§ 20-22 Denial of service prohibited; termination; suspension of service.

(a) *General prohibition; minimum level of service.* (1) An awardee may not deny, suspend, or terminate commercial waste collection service to any commercial establishment within a zone for which the awardee has been awarded an agreement, except as otherwise provided in this section and as set forth in the agreement between the awardee and the Department pursuant to section 16-1002 of the Administrative Code.

(2) An awardee must offer to each commercial establishment within a zone for which the awardee has been awarded an agreement including the following minimum level of service:

(i) At least two days of refuse collection per week;

(ii) At least one day of designated recyclable materials collection per week; and

(iii) If the commercial establishment is a designated covered establishment, at least one day of source separated organics collection per week.

(3) Nothing in this subdivision shall prevent a commercial establishment and an awardee from mutually agreeing on terms of service that include less frequent or more frequent collection than the minimum level of service described in paragraph (2) of this subdivision.

(b) *Suspension or termination of service for non-payment.* (1) An awardee may suspend or terminate commercial waste collection service to a commercial establishment within a zone for which the awardee has been awarded an agreement if the commercial establishment is a current customer and owes full or partial payment to the awardee for services rendered for more than 45 days and the awardee has followed the procedures set forth in this subdivision.

(2) When a current customer has failed to pay the full amount due for 30 days, the awardee must notify the customer in writing that the account is past due, and that nonpayment may result in service suspension or termination, including the timeframe when such suspension or termination may occur.

(3) After at least 45 days of non-payment, the awardee may suspend or terminate service by notifying the customer by certified mail of such suspension or termination and the reason therefor. Such notice shall state that the customer may seek Department review of the awardee's decision to suspend or terminate service by submitting such request to the Department in writing no later than 120 days after receipt of such notice, along with evidence that service should not be suspended or terminated, and a copy of the postmarked certified mail receipt. The customer must also send a copy of such review request to the awardee.

(4) The Department will review each customer request for Department review and may ask either party to provide additional information necessary to make a determination. The Department will issue a final determination within 30 days of receipt of such request, unless such additional information is requested from either party, in which case the Department shall notify the parties of its determination within a reasonable timeframe. The awardee is under no obligation to provide service pending such review. If the awardee continues to provide service, any late fees set forth in the awardee's customer service agreement with the customer shall continue to accrue while such service is being provided in accordance with such agreement.

(c) Denial, suspension or termination for other allowable reasons. (1) Except in authorized cases of non-payment as described in subdivision b, an awardee may only deny, suspend, or terminate commercial waste collection service to a commercial establishment within a zone for which the awardee has been awarded an agreement after prior approval by the Department in accordance with this section.

(2) The Department will only grant approval pursuant to this subdivision if the awardee has followed the procedures set forth in this subdivision and demonstrates to the satisfaction of the Department one or more of the following:

(i) The commercial establishment has set out commercial waste in a form or manner that presents a direct health or safety threat to employees of the designated carter or to the public;

(ii) The commercial establishment has caused substantial damage to property of the awardee or its designated carter;

(iii) Provision of service to the commercial establishment would jeopardize the awardee's ability to meet the requirements of the awardee's agreement with the Department pursuant to section 16-1002 of the Administrative Code; or

(iv) The awardee has other good cause for denial, suspension or termination of service, consistent with the purposes of title 16-B of the Administrative Code.

(3) An awardee may seek denial, suspension or termination of service by notifying the commercial establishment by certified mail of its intention to deny, suspend or terminate service and informing the commercial establishment of the reason therefor. Such notice shall state that no later than 30 days after the postmark date on such notice, the commercial establishment may submit evidence to the Department demonstrating that circumstances described in paragraph (2) of subdivision (b) of this section have not occurred or other evidence that service should not be denied, suspended or terminated, along with a copy of the postmarked certified mail receipt of such notice.

(4) The awardee must provide a copy of the notice described in paragraph (1) of this subdivision to the Department along with evidence that circumstances described in paragraph (2) of this subdivision have occurred. In the case of subparagraphs (i) and (ii) of paragraph (2), the awardee shall provide photographic documentation where feasible. In all other instances, such evidence may include but need not be limited to photographic or video evidence, invoices, insurance reports, or police reports. The Department may ask either party to provide additional information necessary to make a determination.

(5) The Department shall notify the awardee and the commercial establishment of its determination regarding whether the awardee's request for approval for denial, suspension or termination of service has been granted no later than 45 days after receipt

of a copy of the notice described in paragraph (4) of this subdivision, unless additional information is requested by the Department from either party, in which case the Department shall notify the parties of its determination within a reasonable timeframe. Within 15 days of receipt of such determination, either party may appeal such determination in writing to the Commissioner.

(6) If the commercial establishment is a current customer, the awardee must continue providing service to such customer until a final determination by the Department has been made.

(d) Nothing in this section shall preclude the awardee from seeking to enforce the terms of its agreement with a customer, including but not limited to terms governing damages or other remedies for breach of contract.

(e) Nothing in this section shall be construed to alter, amend or negate any obligation of the awardee to provide service to any commercial establishment in accordance with the terms of the agreement between the awardee and the Department entered into pursuant to section 16-1002 of the Administrative Code.

(f) A written contract for the removal, collection, or disposal of commercial waste that contains no provision regarding duration shall be terminable at will by the customer.

(g) (1) Subdivisions (a) through (c) of this section shall not apply to containerized commercial waste awardees providing collection, removal or disposal of containerized commercial waste in accordance with an agreement with the Department to provide such containerized commercial waste collection, removal and disposal service citywide pursuant to section 16-1002 of the Administrative Code.

(2) An awardee providing containerized commercial waste collection, removal or disposal service citywide in accordance with such an agreement with the Department must not suspend or terminate such service to a customer unless at least 14 days' written notice to the customer is given. No contract for the removal, collection, or disposal of containerized commercial waste shall provide that an awardee may suspend or terminate service upon shorter notice.

(h) If a customer's service is suspended or terminated, the awardee shall provide written notification to the Department within 24 hours and shall include in this notification the customer name and address, reason for suspension or termination, and any unresolved customer complaints.

§ 20-23 Non-Collection of Commercial Waste.

(a) If a designated carter is precluded from collecting a customer's commercial waste on a particular day, due to a severe weather event, street closure, or other emergency as

determined by the Department, the designated carter must return to collect the commercial waste on the next business day when access to the premises is possible, or as otherwise agreed upon between the awardee and the customer. In such a case, the awardee must notify such customer no less than two hours after becoming aware of the situation that collection on the scheduled day is not possible, the reason therefor, and the awardee's expected timeframe for collecting the customer's waste.

(b) Except as provided in subdivision (a), an awardee and its designated carters may only refuse to collect commercial waste from a customer set out on a particular day, resulting in the non-collection of commercial waste, in the following circumstances:

(1) Overfilled containers;

(2) Designated recyclable materials or source separated organic waste with contamination of at least 10 percent;

(3) The bag or container cannot be safely lifted, container contents will not empty after tipping, and/or bags or containers are blocked or inaccessible for reasons other than those described in subdivision (a) of this section;

(4) Bags or containers set out for collection contain non-commercial waste not otherwise agreed upon by the customer and the awardee; or

(5) The customer has otherwise set out commercial waste in a form or manner that presents a direct health or safety threat to employees of the designated carter or to the public.

(c) Before refusing to collect commercial waste from a customer set out on a particular day in any of the circumstances described in subdivision (b) of this section, the awardee must ensure that all applicable procedures described in section 20-24 are followed, and the awardee must continue to provide commercial waste collection service at the customer's next scheduled pick-up in accordance with the awardee's agreement with the customer, except as otherwise provided in section 20-22.

§ 20-24 Overfilled containers, contamination, infeasible collection and other non-conforming material; procedures for fees and non-collection.

(a) Before imposing fees pursuant to subparagraphs (vii) through (ix) of paragraph (2) of subdivision (c) of section 20-21 or refusing to collect commercial waste from a customer on a particular day pursuant to subdivision (b) of section 20-23, an awardee and its designated carters must follow the procedures described in this section. Nothing in this section shall be construed to require an awardee to impose a fee or to refuse to collect any material.

(b) *Overfilled containers. (1) First instance within a 12-month period:* The designated carter must take a photograph of the overfilled container, collect the material, and leave a written notice approved by the Department informing the customer that: (i) the material collected was overfilled; (ii) if containers are overfilled in the future, the awardee may charge the customer applicable fees or may choose not to collect such container; and (iii) the amount of such fees. Nothing in this section shall be construed to require collection where such collection is infeasible because a customer sets out a bag or container that cannot be safely lifted or in a form or manner that otherwise presents a direct health or safety threat to employees of the designated carter or to the public, as provided in subdivision (d) of this section.

(2) *Second and subsequent instances within a 12-month period:* The designated carter must take a photograph of the overfilled container. The awardee may elect to collect the material and impose a fee in the customer's next monthly bill or, as an alternative, may choose not to collect the material. If the awardee chooses not to collect the material, the designated carter must affix a written non-collection notice approved by the Department to the uncollected container. At a minimum, such notice must provide the following information: (i) the awardee's reason for not collecting the material; (ii) information that will allow the customer to correct the problem; and (iii) the awardee's telephone number for any further questions. If the awardee fails to document the reasons for not collecting the material on that day, the refusal to collect will be treated as a missed collection.

(c) *Designated recyclable materials or source separated organic waste with contamination of at least 10 percent. (1) First instance within a 12-month period:* If the designated carter determines by visual inspection that a bag or container of designated recyclable materials or source separated organic waste is at least 10 percent contaminated, the designated carter must take a photograph of the contaminated bag or container, collect the material, and leave a written notice approved by the Department informing the customer that: (i) the material collected was contaminated; (ii) if bags or containers are contaminated in the future, the awardee may charge the customer applicable fees or may choose not to collect such bag or container; and (iii) the amount of such fees. The awardee must also include information with the customer's next monthly bill regarding the City's recycling and organics requirements, recommended corrective action, and where the customer can find more information on the subject.

(2) *Second and subsequent instances within a 12-month period:* If the designated carter determines by visual inspection that a bag or container of designated recyclable materials or source separated organic waste is at least 10 percent contaminated, the designated carter must take a photograph of the contaminated bag or container. The awardee may elect to collect the material and impose a fee in the customer's next monthly bill or, as an alternative, may choose not to collect the material. If the awardee chooses not to collect the material, the designated carter must affix a written non-collection notice approved by the Department to the uncollected bag or container. At a minimum, such notice must provide the following information: (i) the awardee's reason

for not collecting the material; (ii) information that will allow the customer to correct the problem; and (iii) the awardee's telephone number for any further questions. If the designated carter fails to document the reasons for not collecting the material on that day, the refusal to collect will be treated as a missed collection.

(d) *Infeasible collection.* (1) If collection is infeasible because: (i) a customer sets out a bag or container that cannot be safely lifted or in a form or manner that otherwise presents a direct health or safety threat to employees of the designated carter or to the public; (ii) the container contents will not empty after tipping; or (iii) the bags or containers are blocked or inaccessible at the scheduled time of collection, the designated carter must take a photograph or otherwise document the reason why collection is infeasible.

(2) The designated carter must provide the customer with a written non-collection notice approved by the Department. At a minimum, such notice must provide the following information: (i) reason for not collecting the material; (ii) information that will allow the customer to correct the problem; and (iii) the awardee's telephone number for any further questions. If possible, the designated carter must affix such notice to the uncollected bag or container. If physically affixing such notice to the bag or container is not feasible, the designated carter must leave the notice at the customer's physical address. If the designated carter fails to document the reasons for not collecting the material on that day, the refusal to collect will be treated as a missed collection.

(3) If the awardee and customer agree that the designated carter will return at a different time to provide collection service after the condition has been corrected, the awardee may impose a fee in the customer's next monthly bill for the return pick-up, provided that the procedures described in this subdivision have been followed, including photo documentation of the reason why collection was infeasible at the first attempt.

(e) *Non-commercial waste and other non-conforming waste.* (1) If the customer sets out a bag or container that contains non-commercial waste not otherwise agreed upon by the customer and the awardee, the awardee may choose not to collect the material. In such a case, the designated carter must take a photograph of the non-commercial waste and affix a written non-collection notice approved by the Department to the uncollected bag or container. At a minimum, such notice must provide the following information: (i) the awardee's reason for not collecting the material; (ii) information that will allow the customer to correct the problem; and (iii) the awardee's telephone number for any further questions. If the designated carter fails to document the reasons for not collecting the material on that day, the refusal to collect will be treated as a missed collection.

(2) If the awardee believes a customer is depositing hazardous, radioactive, medical, or e-waste for collection, the awardee must immediately notify the Department in addition to following the procedures in paragraph (1) of this subdivision. If the generator of such waste is unknown, the awardee must work with the City to identify the generator of such waste.

§ 20-25 Customer Service Plan.

- (a) An awardee must establish and maintain a customer service plan in accordance with this section and the terms of its agreement with the Department pursuant to section 16-1002 of the Administrative Code. The awardee must comply with the terms of such customer service plan.
- (b) Such customer service plan must include, at a minimum, a description of:
- (1) Customer service support tools, including but not limited to: a dedicated phone line for receiving customer inquiries, service requests and complaints, which must be actively staffed during normal business hours and have the capability for receiving messages 24 hours a day, seven days a week;
 - (2) A company website, which must contain information regarding the awardee's name, office address, e-mail address, the customer phone number described in paragraph (1) of this subdivision, the maximum rates that the awardee is authorized to charge pursuant to the agreement entered into with the Department pursuant to section 16-1002, instructions for requesting initial service, and instructions for making customer complaints and service requests;
 - (3) A protocol for promptly addressing customer service requests and complaints;
 - (4) Performance metrics or other methods of measuring customer service, including but not limited to a process for tracking customer service requests and complaints and the awardee's response times for addressing such requests and complaints;
 - (5) Customer service standards, including but not limited to hours of operation and emergency contact protocols;
 - (6) The awardee's plan for addressing the language access needs of customers in the zone, including but not limited to an assessment of the primary languages spoken by customers in the zone and a description of the specific tools used to provide quality customer service to customers with limited English proficiency; and
 - (7) A process for customers to contest invoices, request changes to level of service provided, and request changes to costs for service based on changes in amount of waste generated by the customer; and
 - (8) The awardee's plans, if any, for the set-out of commercial waste in a manner that promotes the City's goals of improving cleanliness, rodent mitigation, order and safety on City sidewalks.

- (c) If a customer submits a missed collection complaint, the designated carter must return to the premises and collect the commercial waste that was missed within 12 hours of receiving such complaint, unless:
- (1) the awardee has elected non-collection of the commercial waste for reasons authorized in section 20-23 and in accordance with the applicable procedures described in section 20-24, or
 - (2) the awardee otherwise resolves the customer complaint in a manner agreed upon between the customer and the awardee.

§ 20-26 Written service agreement.

- (a) An awardee must enter into a written contract with each customer for the collection, removal, or disposal of commercial waste in accordance with the requirements of this section. Such written contract must comply with the applicable requirements of titles 16-A and 16-B of the Administrative Code and the applicable rules promulgated pursuant to such titles, all other applicable laws, and the terms of the agreement between the awardee and the Department under which the awardee is operating.
- (b) A contract between an awardee and a customer for the collection, removal or disposal of commercial waste shall:
- (1) Describe the following:
 - (i) Rates, including a clear description of any applicable fees that might be imposed pursuant to paragraph (2) of subdivision (c) of section 20-21;
 - (ii) Customer and awardee responsibilities;
 - (iii) For each waste stream: pick-up frequency and estimated pick-up time for each collection, and where agreed upon by the parties, a prescribed pick-up window; and
 - (iv) Dispute resolution protocols.
 - (2) State the estimated volume or weight of designated recyclable materials and the estimated volume or weight of source separated organic waste, if any, to be collected from such customer and transported pursuant to sections 20-31 and 20-32;
 - (3) Not extend beyond the last date the awardee is authorized to operate in the zone in which the customer is located under the awardee's agreement with the Department entered into pursuant to section 16-1002 of the Administrative Code;
 - (4) Provide that the awardee must remove the customer's commercial waste from the location designated by the customer, provided that such location is consistent with all applicable laws, rules and regulations;

(5) Provide for not less than 14 days' written notice by the awardee if the awardee seeks to raise rates charged to a customer;

(6) Provide for not less than 7 days' written notice by the awardee if the awardee seeks to change pick-up times, except in unforeseen circumstances;

(7) Provide that the awardee must comply with titles 16-A and 16-B of the Administrative Code and any rules promulgated pursuant thereto and all other applicable laws, rules and regulations; and

(8) Provide the method by which the awardee will provide the customer with all applicable notices required pursuant to this chapter. Except where otherwise specifically provided by this chapter, such notices may be in the form of paper or electronic communication, as long as the recordkeeping requirements of this chapter and as set forth in the Agreement with the Department are met.

(c) (1) A standard contract form that an awardee proposes to use with its customers must be submitted to the Department within 60 days of entering into an agreement with the Department pursuant to section 16-1002 of the Administrative Code. An awardee must submit any subsequent changes in the standard contract to the Department 30 days prior to implementing such change. The Department will perform a legal review of each awardee's standard contract and may require changes to such standard contract form prior to its use by the awardee pursuant to the procedures described in such agreement with the Department.

(2) Nothing in this subdivision shall be construed to prevent an awardee and a customer from negotiating terms at variance with the standard contract, except that an awardee must not vary such contract in any manner inconsistent with title 16-A of the Administrative Code and any rules promulgated thereunder or 16-B of the Administrative Code and any rules promulgated thereunder.

(d) Prior to commencement of service, an awardee must prepare a written contract that clearly and legibly sets forth the terms and conditions of the agreement negotiated by the awardee and the customer and deliver such contract to the customer. Such contract must provide that it shall be effective only upon being dated and signed by the awardee and the customer's owner or authorized representative and that a change of any term or condition of such contract must be made in writing, dated, and signed by both the awardee and the customer's owner or authorized representative before such term or condition takes effect. One copy of such signed and dated contract and a copy of any signed and dated amendments must be provided to the customer's owner or authorized representative by the awardee.

(e) (1) If a customer has been assigned to the awardee by the Department pursuant to paragraph (4) of subdivision (e) of section 16-1002 of the Administrative Code or rules

promulgated pursuant to such section, the standard contract that the awardee has submitted to the Department pursuant to subdivision (c) of this section shall be deemed to be in effect, and the awardee shall provide commercial waste collection service at the level of service described in paragraph (2) of subdivision (a) of section 20-22 at the maximum rates the awardee is authorized to charge pursuant to the awardee's agreement with the Department pursuant to section 16-1002 of the Administrative Code, unless and until such customer and such awardee negotiate alternative terms by following the procedures in subdivision (d) of this section or the customer selects a different awardee pursuant to paragraph (4) of subdivision (e) of section 16-1002.

(2) Upon notification by the Department that it has been assigned a customer by the Department pursuant to paragraph (4) of subdivision (e) of section 16-1002 of the Administrative Code or other applicable law, the awardee shall mail the awardee's standard contract to such customer by certified mail, retain the signed returned postal receipt during the duration of service to the customer, and make available to the Department upon its request a copy of such contract and such return receipt, unless and until such customer and such awardee negotiate alternative terms by following the procedures in subdivision (d) of this section.

(f) An awardee must comply with the service and other terms set forth in such contract with the customer, including the agreed-upon frequency and schedule for the collection of commercial waste. Such schedule must not be altered without the written agreement of the customer's owner or authorized representative.

(g) No contract or contract amendment shall provide that the awardee is exempt from liability for damage caused by its negligence or the negligence of any of its agents.

(h) A contract that does not meet the requirements of federal, state or local law is voidable by either party.

§ 20-27 Billing and payment.

(a) An awardee must provide a consolidated bill, statement, or invoice at least once every month to every customer. Such bill, statement or invoice may be provided electronically, unless the customer requests a paper version. Such bill, statement or invoice must include all costs for services provided, including if an awardee uses one or more subcontractors to provide services to the customer. Such bill, statement, or invoice must conspicuously contain all of the following:

(1) The awardee's name, address, telephone number, and Business Integrity Commission license number;

(2) The customer's name and complete address;

(3) The maximum rates the awardee is authorized to charge such customer pursuant to the awardee's agreement with the Department entered into pursuant to section 16-1002 of the Administrative Code with a statement indicating that the rates so identified are maximum legal rates and that lower rates may be lawfully charged;

(4) The negotiated rate on which the bill, statement, or invoice is based, broken down into the component parts of such rate, including the rates based on frequency of collection of refuse, designated recyclable materials and source separated organic waste, if applicable, and the rates based on volume or weight of refuse, designated recyclable materials and source separated organic waste collected, if applicable;

(5) A notice to customers as follows: "NOTICE TO CUSTOMERS—The maximum rates that may be charged by your commercial waste removal business are regulated by the New York City Department of Sanitation. If you should have a question or a complaint concerning commercial waste removal, contact the New York City Department of Sanitation";

(6) An itemized list of actual charges being imposed detailing:

(i) The number of weekly pick-ups of each waste stream;

(ii) The weight or volume of refuse, designated recyclable materials and source separated organic waste, if any, removed, and the charge for such weight or volume of such waste, broken down by waste stream, or, where the customer is being charged on a "flat" or "average" billing rate, the estimated volume or weight of refuse, designated recyclable materials and source separated organic waste, if any, removed, and the charge for such estimated weight or volume of such waste, broken down by waste stream, along with a statement as to the method by which the estimated volume or weight was determined; and

(iii) Any additional charges or fees imposed; and

(7) a separate statement of sales tax collected.

(b) Such bill, statement or invoice must be on a form approved by the Department.

(c) (1) An awardee may only accept cash payments from a customer for the collection, removal, or disposal of commercial waste:

(i) At the awardee's primary office location or primary garage for storing commercial waste vehicles; or

(ii) At a customer service location that has been approved by the Department.

(2) Under no circumstances may an awardee accept cash payments for such services at the customer's business location.

(3) An awardee must provide a receipt to the customer for all cash payments.

(4) An awardee may not charge a customer any additional fees or charges for processing or accepting non-cash payments for commercial waste collection, removal or disposal services, except as authorized pursuant to subparagraph (xiii) of paragraph (2) of subdivision (c) of section 20-21.

(d) An awardee may not charge new or existing customers for payments not collected from other customers.

(e) The awardee shall not assess new customers for payments owed from a previous customer. The awardee shall not charge existing customers in full or in part for payments owed from other customers.

§ 20-28 Notifications.

(a) An awardee must provide each customer with such informational notices as the Department shall require throughout the term of service.

(b) An awardee must comply with the notification protocols described in the awardee's zero waste plan for notifying the customer of significant designated recyclable material content in refuse and providing recommendations for compliance with the City's recycling requirements and diversion of designated recyclable materials, in accordance with section 20-33.

(c) On a monthly basis, an awardee must provide the Department with the following information for the previous month, in the form specified by the Department:

(1) Any non-collections and the reasons therefor;

(2) Any additional fees imposed and the reasons therefor; and

(3) A list of customers to which the awardee or any of its designated carters provided notifications of significant designated recyclable material content in refuse pursuant to subdivision (b) of this section.

§ 8. Chapter 20 of title 16 of the rules of the city of New York is amended by adding a new subchapter C to read as follows:

Subchapter C: Operations; delivery of service

§ 20-30 Restrictions on operation in multiple zones.

- (a) For purposes of this section, the term “collection route” means a trip by a commercial waste vehicle that: (i) begins at either the garage or yard where such commercial waste vehicle is parked while not in use, or at a waste transfer station, processing facility or other location where waste is dumped from such commercial waste vehicle; (ii) includes pick-ups of commercial waste from customers; and (iii) terminates either at such garage or yard, or with the delivery of such commercial waste to such a waste transfer station, processing facility or other location where such waste is dumped.
- (b) An awardee may only provide commercial waste collection, removal or disposal service to a customer located in a zone in which the awardee is authorized to operate pursuant to an agreement with the Department entered into pursuant to section 16-1002 of the Administrative Code.
- (c) If an awardee is authorized to operate in more than one zone pursuant to an agreement with the Department entered into pursuant to section 16-1002 of the Administrative Code, neither the awardee nor any of the awardee’s designated carters shall operate a collection route with pick-ups of commercial waste from customers in more than one zone, except as provided in subdivision (d).
- (d) Subdivision (c) of this section does not apply to an awardee authorized to operate in more than one zone pursuant to an agreement with the Department entered into pursuant to section 16-1002 where:
- (1) The awardee is providing commercial waste collection, removal or disposal service outside of standard service hours;
 - (2) The awardee is collecting, removing or disposing of source separated organic waste, and such awardee’s agreement with the Department entered into pursuant to section 16-1002 of the Administrative Code provides that subdivision (c) of this section does not apply to such collection, removal or disposal; or
 - (3) The awardee has received prior written approval from the Department to provide service without following the requirements of subdivision (c) in specific circumstances that further the purposes of title 16-B of the Administrative Code, provided that such awardee is operating in accordance with the terms of such approval.
- (e) This section does not apply to the collection, removal or disposal of containerized waste provided in accordance with an agreement with the Department entered into pursuant to section 16-1002 of the Administrative Code that authorizes such collection, removal or disposal of containerized commercial waste to be performed citywide.

§ 20-31 Recycling requirements for awardees.

(a) Recycling collection required. (1) An awardee must provide designated recyclable materials collection service to any customer of the awardee, unless such customer is not required to arrange with a private carter for the collection of designated recyclable materials pursuant to section 1-10 of this title and section 16-306 of the Administrative Code.

(2) This subdivision shall only apply to the collection of containerized commercial waste citywide where the agreement between the awardee and the Department so provides.

(b) Designated carters required to recycle. When collecting or transporting designated recyclable materials that have been source-separated as required by subdivision (b) of section 1-10 of this title or materials that have been commingled pursuant to subdivision (c) of section 1-10 and paragraph (2) of subdivision (c) of this section, a designated carter must transport such materials to putrescible or non-putrescible transfer stations or other facilities that accept such materials for recycling, reuse or sale for reuse. Such designated carter shall not bring such materials for disposal, or cause such materials to be brought for disposal, to any solid waste disposal facility, whether or not such disposal facility is operated by the Department, except in an amount that could not have been detected through reasonable inspection efforts by the designated carter.

(c) Collection restrictions for designated recyclable materials.

(1) Waste that has been source-separated for recycling by the customer.

(i) A designated carter collecting materials that have been source-separated by the customer may not commingle in the same vehicle compartment any of the following: (1) designated recyclable paper, (2) designated recyclable metal, glass, and plastic, (3) yard waste, (4) textiles, (5) construction and demolition debris, (6) organic waste, (7) any other materials that have special collection requirements pursuant to applicable local, state or federal law, or (8) other solid waste.

(ii) Designated recyclable metal, glass and plastic may be commingled together, but may not be commingled in the same vehicle compartment with designated recyclable paper unless such materials are collected using single stream collection of recyclables pursuant to paragraph (2) of this subdivision.

(2) Commingling of certain designated recyclable materials. A designated carter may only collect waste consisting of designated metal, glass, and plastic commingled with designated recyclable paper if such designated carter is operating pursuant to an agreement between an awardee and the Department that authorizes such designated carter to use single stream collection of recyclables. The Department will only authorize use of single stream collection of recyclables where the awardee has demonstrated through its waste management plan, submitted pursuant to paragraph 5 of subdivision b

of section 16-1002 of the Administrative Code, that the awardee intends to tip the commingled metal glass plastic and paper at a facility that has the capability to sort such commodities appropriately into separate, marketable commodity streams.

- (d) Notice to customer. Upon request by a customer, an awardee must inform such customer of the location where such awardee transported such customer's designated recyclable materials for recycling, reuse or sale for reuse.
- (e) Signage. Upon request by a customer, an awardee must provide such customer with all signage and decals that the customer is required to post pursuant to section 1-10 of this title, in a form and format approved by the Department.
- (f) Penalties. Any person who violates any provision of this section will be liable for civil penalties provided for under paragraph (1) of subdivision (b) of section 16-1015 of the Administrative Code. Paragraph (1) of subdivision (b) of section 16-1015 provides for a civil penalty in the amount of \$2,500 for the first violation, and, for subsequent violations that occur within a two-year period of any previous violation, \$5,000 for the second violation and \$10,000 for any subsequent violation.

§ 20-32 Collection of organic waste that has been source-separated.

- (a) Organics collection required. (1) An awardee must provide organic waste collection services to any customer that is a designated covered establishment pursuant to subdivision b of section 16-306.1 of the Administrative Code and that has elected collection by a private carter of organic waste pursuant to subdivision c of such section.

(2) An awardee must offer organic waste collection services to any customer that is not a designated covered establishment pursuant to subdivision b of section 16-306.1 in accordance with the terms of the agreement entered into between such awardee and the Department pursuant to section 16-1002 of the Administrative Code.

(3) This subdivision shall only apply to the collection of containerized commercial waste citywide where the agreement between the awardee and the Department so provides.
- (b) No commingling of organic waste. Organic waste shall not be commingled with any other solid waste and shall not be collected in the same truck compartment as other solid waste.
- (c) Collection restrictions for source separated organic waste. Any source separated organic waste collected by a designated carter from a customer must be delivered by such designated carter either:
 - (1) directly to an organic waste processing facility for purposes of composting, aerobic digestion or anaerobic digestion; or

(2) to a putrescible transfer station that: (i) is authorized by the New York State Department of Environmental Conservation and the Department to handle source separated organic waste or is otherwise in compliance with all applicable state and local permitting requirements regarding handling of source separated organic waste, and (ii) has represented to the awardee that it will deliver such organic waste to an organic waste processing facility for purposes of composting, aerobic digestion or anaerobic digestion.

(d) *Delivery of organic waste for other uses.* (1) For purposes of this subdivision, the term "organic waste" has the same meaning as set forth in section 16-303 of the Administrative Code.

(2) Notwithstanding any other provision of this section, a designated carter that collects organic waste from a customer may deliver such waste to:

- (i) A farm or other facility for purposes of feeding animals; or
- (ii) Upon approval by the Department, any other third party, for biological, chemical or mechanical processing of such waste for the production of a commodity, material or other product that has value.

(3) In no event shall a designated carter deliver organic waste to a third party to be incinerated or otherwise cause organic waste to be incinerated.

(4) No organic waste shall be collected by a designated carter from a customer that has source separated such waste, except as authorized in this section.

(5) Nothing in this section shall preclude an awardee or any of its designated carters from collecting or facilitating the collection of edible food from a customer for delivery to a food bank, soup kitchen or other entity for purposes of feeding people, provided all applicable health, safety and legal requirements are met.

(e) *Signage.* Upon request by a customer, an awardee must provide such customer with all signage and decals that the customer is required to post pursuant to section 1-11 of this title, in a form and format approved by the Department.

(f) *Penalties.* Any person who violates any provision of this section will be liable for civil penalties provided for under paragraph (1) of subdivision (b) of section 16-1015 of the Administrative Code. Paragraph (1) of subdivision (b) of section 16-1015 provides for a civil penalty in the amount of \$2,500 for the first violation, and, for subsequent violations that occur within a two-year period of any previous violation, \$5,000 for the second violation and \$10,000 for any subsequent violation.

§ 20-34 Commercial waste diversion and disposal; recordkeeping; written agreements; reporting.

(a) All awardees and designated carters must ensure proper disposal of all commercial waste collected, consistent with the awardee's waste management plan, Zero Waste Plan, and all other terms of the agreement entered into with the Department pursuant to section 16-1002 under which the awardee is operating, and all applicable laws, rules and regulations.

(b) *Dump tickets and other delivery receipts.* (1) Each time a designated carter delivers commercial waste from a customer to a waste transfer station, processing facility or any other location where such waste is dumped directly from the commercial waste vehicle in which such waste was collected from such customer, such designated carter must obtain a dump ticket, delivery receipt or other written record documenting such delivery, including the amount and type of commercial waste delivered.

(2) Such records must be retained by the designated carter and the awardee for five years, and must be made available for inspection by the Department.

(c) (1) An awardee must collect and maintain information on the final processing location, final disposal location, final use, or final reuse of all commercial waste collected by such awardee and any of its designated carters, disaggregated by waste stream. Unless the awardee or its designated carters is delivering such commercial waste directly from the customer to the location of such final disposal, use or reuse, the awardee must collect and maintain information regarding where such commercial waste is sent after the awardee or its designated carters delivers the commercial waste from the customer to a waste transfer station, processing facility or other location.

(2) An awardee must collect and maintain information on the mode of transport of such commercial waste from each such transfer station, processing facility or other location.

(3) An awardee may meet the requirements of this subdivision either by following the procedures described in subdivisions (d) through (g) of this section, or by otherwise collecting and maintaining the information required pursuant to this subdivision in a verifiable form and manner approved by the Department.

(d) *Designated recyclable materials.* (1) An awardee may fulfill the requirements of subdivision (c) of this section by entering into a written agreement with each transfer station or other facility that accepts designated recyclable materials from such awardee or any of its designated carters in accordance with section 20-31.

(2) Such agreement must:

- (i) Include the name and contact information of the owner of the transfer station or other facility and the address of such transfer station or facility;
- (ii) Be signed by both the awardee and such owner; and
- (iii) In the case of an agreement with a transfer station, provide that such transfer station must report to the awardee on an annual basis the name and address of each material recovery facility or other destination where designated recyclable materials received by such transfer station are sent, and the mode of transport of such designated recyclable materials to each such facility or destination. Such information may be provided in the aggregate for all designated recyclable materials received by such transfer station.

(e) *Organic waste.* (1) An awardee may fulfill the requirements of subdivision (c) of this section by entering into a written agreement with each processing facility or transfer station that accepts organic waste from such awardee or any of its designated carters in accordance with section 20-32.

(2) Such agreement must:

- (i) Include the name and contact information of the owner of the processing facility or transfer station and the address of such facility or transfer station;
- (ii) Be signed by both the awardee and such owner; and
- (iii) In the case of an agreement with a transfer station, provide that such transfer station must report to the awardee on an annual basis the name and address of each final destination of organic waste received by such transfer station and the mode of transport of such organic material to each such destination. Such information may be provided in the aggregate for all organic waste received by such transfer station.

(3) Any awardee that provides for collection of waste in accordance with subdivision (d) of section 20-32 shall enter into a written agreement with the entity that accepts such waste that meets the requirements of this subdivision. Such agreement must also include information regarding the final destination and the end use of such waste.

(f) *Refuse.* (1) An awardee may fulfill the requirements of subdivision (c) of this section by entering into a written agreement with each transfer station or solid waste disposal facility that accepts refuse from such awardee or any of its designated carters after collection from the awardee's customers.

(2) Such agreement must:

- (i) Include the address and name and contact information of the owner of such transfer station or solid waste disposal facility;
- (ii) Be signed by both the awardee and such owner;

(iii) In the case of an agreement with a transfer station, provide that such transfer station must report to the awardee on an annual basis the name and address of each final disposal location of all refuse received by such transfer station and the mode of transport of such refuse to such location. Such information may be provided in the aggregate for all refuse received by such transfer station.

- (g) Upon request by a customer, an awardee must furnish to such customer a copy of any such agreement required by this section. A copy of such agreement must also be provided to the Department upon request.
- (h) Nothing in this section shall relieve the awardee from meeting any additional obligation to collect, maintain and report information regarding the final disposal locations, final processing locations, final uses, or final reuses of commercial waste collected by such awardee as set forth in this title or the agreement between such awardee and the Department entered into pursuant to section 16-1002 of the Administrative Code.
- (i) *Penalties.* Any person who violates any provision of this section will be liable for civil penalties provided for under paragraph (1) of subdivision (b) of section 16-1015 of the Administrative Code. Paragraph (1) of subdivision (b) of section 16-1015 provides for a civil penalty in the amount of \$2,500 for the first violation, and, for subsequent violations that occur within a two-year period of any previous violation, \$5,000 for the second violation and \$10,000 for any subsequent violation.

§ 20-35 Exempt waste streams.

- (a) Any awardee that collects waste that does not meet the definition of commercial waste set forth in section 16-1000 of the Administrative Code from a customer within a commercial waste zone must comply with all applicable laws, rules and regulations governing the collection, transport and disposal of such waste.
- (b) *Penalties.* Any person who violates any provision of this section will be liable for civil penalties provided for under paragraph (1) of subdivision (b) of section 16-1015 of the Administrative Code. Paragraph (1) of subdivision (b) of section 16-1015 provides for a civil penalty in the amount of \$2,500 for the first violation, and, for subsequent violations that occur within a two-year period of any previous violation, \$5,000 for the second violation and \$10,000 for any subsequent violation.

§ 20-36 Sign or decal required.

- (a) An awardee must provide each customer with a sign or decal that conspicuously and legibly displays the awardee's name, the awardee's license number issued by the business integrity commission pursuant to title 16-A of the Administrative Code, and a unique customer identifier number created by the awardee and assigned to such

customer by the awardee for purposes of assisting the Department in tracking the awardee's compliance with the requirements of title 16-B and the Department's rules.

- (b) The awardee must submit to the Department for approval a sample of the sign or decal that the awardee intends to use prior to distributing the sign or decal to customers.
- (c) The awardee must inform the customer of its obligation to post the sign or decal in accordance with the requirements of subdivision (b) of section 16-116 of the Administrative Code and the rules of the Department.
- (d) An awardee is prohibited from charging a fee to any customer for a sign or decal required by this section.

§ 20-37 Compliance with all applicable laws and regulations.

An awardee must comply with all applicable laws, rules and regulations, including, but not limited to, applicable rules of the Business Integrity Commission, the Department of Environmental Protection, the Department of Health and Mental Hygiene, and the Department of Transportation relating to vehicle specifications, sanitary requirements, and the handling, transport, receipt, transfer or disposal of trade waste, regulated medical waste or waste containing asbestos or other hazardous, toxic or dangerous material.

§ 20-38 Operations.

- (a) An awardee and each designated carter must maintain all premises where commercial waste vehicles and machinery are kept in a safe and sanitary condition.
- (b) All commercial waste vehicles must be loaded and operated at all times in such a manner and by such methods so as to prevent the release or discharge of dust and debris and to prevent the spilling of any materials upon sidewalks or streets.
- (c) A loading hopper and the mechanism and controls by which it is operated must be constructed, maintained, and operated so as to prevent any of the contents of such loading hopper from being released or discharged in any manner, other than into and within the totally permanently enclosed body.
- (d) Every operator of a commercial waste vehicle must immediately remove from sidewalks or streets any materials spilled, littered, or thrown thereon in loading operations, in the handling and return of receptacles, or while traveling.
- (e) Materials loaded into commercial waste vehicles must be dumped or unloaded and disposed of only at points where disposal of the particular material is allowed by

applicable law.

- (f) Commercial waste vehicle operators must exercise care at all times to prevent making unnecessary or avoidable noise in the course of operating such vehicles or loading commercial waste, and must comply with section 24-225 of the Administrative Code.
- (g) Commercial waste vehicles with open top box type bodies and containers on or in platform or panel type body vehicles shall not be filled or loaded over their capacity as specified by the vehicle manufacturer. In no case shall the body or container of such vehicles be filled or loaded to a level that would allow water or solid waste to spill out from the vehicle.
- (h) Each open top box type vehicle body shall be loaded only from front to rear, and the partial load shall be kept securely and fully covered at all times. Each such vehicle shall have a heavy tarpaulin cover which shall be secured over the vehicle body at all times other than when the vehicle body is being loaded or unloaded or is empty.
- (i) Materials loaded in or upon commercial waste vehicles must not be re-worked, re-sorted, picked over, or re-handled while the vehicle is on the street, and material shall not be transferred or re-loaded from a vehicle on the street to or into any other vehicle.
- (j) Materials must not be carried at any time upon any commercial waste vehicle other than within the vehicle body, or within containers on or in the vehicle body provided such materials are to be removed in such containers.
- (k) After materials are dumped for disposal the body of the commercial waste vehicle and any container used must be emptied thoroughly and cleared of all loose materials.
- (l) Commercial waste vehicles and containers must be thoroughly cleaned inside and outside frequently so that they present a good appearance and are maintained free of dirt and offensive odors.
- (m) An awardee and each designated carter must provide for the general cleanliness of, and the control of odors and extermination of pests and rodents on and around, commercial waste vehicles and the locations where such vehicles are stored when not in use.
- (n) An awardee must provide for off-street parking for commercial waste vehicles.
- (o) An awardee and each designated carter must keep closed the doors of any garage, or the gate to any outdoor premises, from which commercial waste vehicles are dispatched

except when such vehicles are entering or leaving such garage or premises. The perimeter of any outdoor location used to store vehicles shall be surrounded by a fence or wall that is at least 8 feet high.

(p) An operator of a commercial waste vehicle must comply with all traffic laws, rules and regulations, and must not allow such vehicle to stand with the engine idling in violation of section 24-163 of the Administrative Code.

(q) Any receptacle for the deposit of commercial waste provided by an awardee to a customer must be made of metal or other material of a grade and type acceptable to the Department, the Department of Health and Mental Hygiene and the Department of Housing Preservation and Development, as provided in section 16-120 of the Administrative Code. Receptacles provided by the awardee must be constructed so as to hold their contents without leakage, and must be maintained by the awardee in such condition. All containers provided by the awardee must be provided and maintained with tight fitting covers.

(r) Any container provided by an awardee to a customer for the collection of organic waste must:

(1) Meet the labeling requirements set forth in section 20-39 of this chapter;

(2) Have a lid and a latch, lock, or other fastening or sealing mechanism or cord that keeps the lid closed and is resistant to tampering by rodents or other wildlife; and

(3) Have the capacity to meet the disposal needs of the customer.

(s) After removing the commercial waste of a customer from a receptacle, a designated carter must return the receptacle to a place inside or in the rear of the premises of the customer. If this is not feasible, the designated carter must place such receptacle against the building line. A designated carter must not return such receptacle to a place or in such a manner that obstructs a sidewalk or other public right of way.

(t) When removing, collecting or disposing of commercial waste, a designated carter must keep the sidewalk, flagging, curbstone and roadway abutting any area from which such waste is removed free from obstruction, garbage, litter, debris and any other offensive material resulting from the removal by the awardee of such commercial waste.

(u) An awardee must immediately clean up any oil, hydraulic, or other fluid that leaks or spills from the awardee's or any of its designated carters' vehicles. Upon notification of any leaks or spills, the awardee must initiate its clean-up activities within 2 hours, and

must complete its clean up within 24 hours, in a manner consistent with all applicable laws and rules. The awardee must assume all costs associated with clean-up activities.

§ 20-39 Labeling of containers.

- (a) Each container from which commercial waste is collected by a designated carter must be labeled with the container's volume capacity in either cubic yards or gallons. Such label must be conspicuous and legible on the front of the container.
- (b) If a container is provided by an awardee, the awardee must imprint and maintain on the container the awardee's name and license number and the volume of the container as required by subdivision (a). An awardee must, at no charge, mark each unmarked container provided by a customer with the name of the owner of the container and the volume of the container as required by subdivision (a).
- (c) Any container provided by an awardee to a customer for the collection of designated recyclable materials must be labeled to indicate that only designated recyclable materials may be placed in such container.
- (d) Any container provided by an awardee to a customer for the collection of organic waste must be labeled to indicate that only organic waste may be placed in such container.

§ 20-40 Routes and schedules.

An awardee must maintain records of all collection routes and schedules for the collection of commercial waste, and must make such records available to the Department for inspection upon request.

§ 20-41 Protection of private and public property.

An awardee and each designated carter must, to the greatest extent possible, prevent damage to public and private rights of way and property. If an awardee or any of its designated carters damages private property, it must immediately notify the property owner where feasible. If an awardee or any of its designated carters damages public property, it must immediately notify the Department and follow any Department directives, including any directives to notify and cooperate with other City agencies. An awardee shall be responsible for all costs associated with the repair or replacement of property that has been damaged by the equipment, employees or agents of the awardee or any of its designated carters, excluding damage from normal wear and tear. An awardee must promptly investigate and respond to any claim concerning property damage. If the Department notifies the awardee of a claim concerning any such damage, the awardee must investigate and respond to the Department within 3 business days.

§ 20-42 Emergency services and response requirements.

An awardee must designate a person or persons as the emergency contact to respond to emergencies. Such person or persons must be available 24 hours per day, 7 days per week. An awardee must follow its written Emergency Action Plan included in the agreement between the awardee and the Department, as required by paragraph (11) of subdivision (c) of section 16-1002 of the Administrative Code.

§ 20-43 Vehicle collisions.

In the event of a collision involving a commercial waste vehicle and any other vehicle, cyclist, or pedestrian, at any location, the awardee must notify the Department immediately, except where all of the following circumstances are met:

- (a) The collision does not result in injury to any person;
- (b) The collision does not involve a cyclist or pedestrian; and
- (c) The accident is not required to be reported to the New York State Department of Motor Vehicles on form MV-104 pursuant to section 605 of the New York State Vehicle and Traffic Law, or any subsequent form pursuant to such section.

§ 20-44 Vehicle maintenance and condition.

a. The awardee and each designated carter must keep their commercial waste vehicles and equipment in good repair and condition so as to prevent leaks from oil and hydraulic systems, as well as to ensure waterproofing of all seals and enclosures. All commercial waste vehicles must be labeled with the name of the awardee or designated carter.

b. The awardee must ensure that the engine particulate filter and emissions control technology required pursuant to section 24-163.11 of the Administrative Code are working properly on each commercial waste vehicle.

§ 9. This rule shall take effect as follows:

1. The rule shall take effect in each commercial waste zone on the implementation start date for such zone set by rule of the department of sanitation pursuant to paragraph 3 of subdivision e of section 16-1002 of the Administrative Code, except that section 20-30 of title 16 of the rules of the city of New York, as added by section 8 of this rulemaking, shall take effect in each commercial waste zone on the final implementation date for such zone set by rule of the department of sanitation pursuant to paragraph 3 of subdivision e of section 16-1002 of the Administrative Code;

2. The rule shall take effect with respect to Citywide containerized commercial waste collection on the implementation start date for Citywide containerized commercial waste collection set by rule of the department of sanitation; and

3. In accordance with subdivision c of section 25 of local law number 199 for the year 2019, a licensee, as such term is used in title 16-A of the Administrative Code, operating within such zone pursuant to a contract with a commercial establishment entered into prior to such implementation start date may continue to provide commercial waste collection, removal or disposal services pursuant to such contract in accordance with the provisions title 16-A of the Administrative Code and any rules promulgated thereunder until the final implementation date for such zone established by the commissioner of sanitation pursuant to paragraph 3 of subdivision e of section 16-1002 of the Administrative Code.

New York City Department of Sanitation

NOTICE OF ADOPTION OF FINAL RULE ESTABLISHING SAFETY REQUIREMENTS FOR CARTERS OPERATING IN COMMERCIAL WASTE ZONES

NOTICE IS HEREBY GIVEN in accordance with the requirements of Section 1043 of the New York City Charter and pursuant to the authority vested in the Commissioner of the Department of Sanitation by sections 753 of the New York City Charter and Title 16-B of the New York City Administrative Code that the Department adopts the following rule establishing safety requirements for carters operating in commercial waste zones. The Department published a Notice of Public Hearing and Opportunity to Comment on the proposed rule in the *City Record* on March 12, 2021. On April 13, 2021 the Department held a public hearing on the proposed rule.

Statement of Basis and Purpose of Final Rule

DSNY is establishing safety requirements for commercial waste zone carters that will be implemented under the forthcoming commercial waste zones program. The proposed rules were published in the *City Record* on March 12, 2021. The Department held a joint hearing with Business Integrity Commission (BIC) on these rules on April 13, 2021. BIC is also promulgating safety requirements for trade waste licensees and registrants.

The Commercial Waste Zones Program

Each year in New York City, more than 100,000 commercial establishments generate more than 3 million tons of refuse and recyclables. Approximately 90 private carters collect this waste from commercial establishments across the City. The current system for collecting commercial waste from the City's businesses has been plagued by dangerous driving and insufficient attention to public safety, harmful environmental impacts, and poor customer service.

In some parts of the city, more than 50 carters service a single neighborhood, and an individual commercial block may see dozens of different private waste collection trucks on a given night. This has resulted in millions of excess truck miles driven every year that harm the City's air quality, increase greenhouse gas emissions, create noise pollution and negatively impact public health. Additionally, the industry has lacked strong customer service standards, and pricing has remained unclear and confusing to most customers, putting small businesses at a significant disadvantage.

In response to these documented problems in the commercial waste collection industry, the Department released a comprehensive plan for reforming the private carting industry in November 2018 ("the Plan"), available at <http://www.nyc.gov/commercialwaste>. The Plan

proposed the establishment of commercial waste zones - a safe and efficient collection system to provide high quality, low cost service to New York City businesses while advancing the City's zero waste and sustainability goals. The Department developed this plan after years of extensive public outreach and engagement with a wide variety of stakeholders.

On November 20, 2019, Local Law number 199 for the year 2019 was enacted, which authorizes the Department to create a commercial waste zones system. Under Local Law 199, codified in Title 16-b of the New York City Administrative Code, the Sanitation Commissioner has divided the geographic area of New York City into 20 "commercial waste zones."

The Department will use a competitive Request for Proposals (RFP) process to select up to three private carters to service businesses within each commercial waste zone. The competitive solicitation process will also be used to select up to five carters to provide containerized commercial waste collection services citywide. This process will identify the carters that can provide high quality service at low prices. The resulting contracts will include standards for pricing, customer service, safety, environmental health, and requirements to promote the City's commitment to recycling and sustainability. The RFP will be issued in two parts. Part 1 was issued on November 19, 2020, and responses were due on February 19, 2021. Part 2 of the RFP is being issued at the same time as this final rule.

Commercial waste zones will apply to the collection of commercial refuse, recyclables, and source-separated organic waste. It will exclude specialized or intermittent waste streams, such as construction and demolition debris, medical waste, hazardous waste and other types of waste that will continue to be collected and managed under existing City and State regulations.

Under the new commercial waste zones system, instead of dozens of different carters operating in a City neighborhood on a given night, only a few carters will operate in each area. With fewer trucks on the streets and shorter routes, zoned collection will also mean improved traffic and air quality and less unsafe driving behavior and worker fatigue. Citywide, the adoption of the commercial waste zones system will dramatically reduce truck traffic associated with this industry by more than 50 percent. This system will improve the quality of life of all New Yorkers, serve the needs of the City's local businesses, and support the City's short and long-term goals for a cleaner, safer, and more sustainable city.

Related DSNY Commercial Waste Zones Rulemakings

On February 14, 2020, the Department published the final rules creating the 20 commercial waste zones. Per Administrative Code Section 16-1002(e)(3), the Department will set the implementation schedule for when the commercial waste zone system will take effect in each zone in a future rulemaking.

On December 18, 2020, DSNY published proposed rules addressing customer service requirements, requirements for collecting recyclable materials and source separated organics, and operations requirements for commercial waste carters, and held a hearing on those

proposed rules on January 26, 2021. The comment period for those proposed rules closed on February 9, 2021. DSNY is publishing the final customer service, recycling and operations rules in coordination with this final rule establishing safety requirements.

DSNY Rulemaking on Safety Requirements for Commercial Waste Zones

In this rulemaking, the Department is establishing requirements for carters selected to operate under the commercial waste zones program related to public safety. Specifically, these rules include provisions addressing:

- Definitions
- Safety records
- Safe vehicle operation
- Vehicle inspections
- Cross-over mirrors; obstructions to windshield
- Back-up cameras
- Auxiliary exterior lighting
- Telematics systems

After considering extensive testimony regarding the public safety risks presented by the commercial waste industry, the Council documented its concerns in its legislative findings in LL 199, stating “Since 2010, private waste collection trucks have killed dozens of people on New York City streets. Long, inefficient routes can take 12 hours or more to finish and can lead to driver fatigue and unsafe practices, endangering workers and the public.” The Council delegated authority to DSNY to promulgate rules related to public safety, including vehicle and traffic safety.

Since 2010, trucks operated by trade waste licensees and registrants have killed at least 51 individuals and injured at least 404 individuals on New York City streets. Some operators repeatedly violate even the most basic traffic safety rules, such as running red lights, speeding, and driving the wrong way.

These rules are designed to improve street safety for all street users by improving commercial waste vehicle safety, holding awardees accountable for their drivers’ repeated traffic safety violations, and ensuring that commercial waste vehicles are equipped with safety features that will mitigate or prevent the type of tragic collisions by private hauling vehicles that have plagued City streets.

Specifically, these rules contain specific requirements related to keeping safety records, requirements for safe vehicle operation and vehicle inspections, and requirements regarding cross-over mirrors and elimination of obstructions to the windshield. Such requirements track the requirements that BIC is proposing in its rules at this joint hearing. BIC’s requirements would

apply to all trade waste licensees and registrants, beginning 30 days after final publication. At the time that the commercial waste zones program is implemented, DSNY's rules will simply carry over such requirements to commercial waste vehicles.

However, these rules also introduce additional requirements related to vehicle safety that will only apply to vehicles in the commercial waste zones program (e.g. *not* construction and demolition vehicles), and will take effect for the first time with the implementation of the commercial waste zones program, as described in more detail below.

First, these rules require that by January 1, 2026, all commercial waste vehicles be equipped with back-up cameras. After consulting with safety analysts and BIC, DSNY assessed prior collisions that resulted in fatalities and injuries by trade waste vehicles, based on data available to the City. From 2010-2020, there were 3 fatalities that resulted while a trade waste vehicle was backing up, and from 2019-2020, 12 injuries that resulted from backing up. Two of the fatalities involved crashes that occurred while the trade waste vehicle was backing up through an intersection (hitting a pedestrian and a motorcycle respectively). The remaining fatality involved a trade waste vehicle backing up from a construction site to a roadway and hitting a construction worker, where the driver indicated that prior to backing up, he put his windows down and checked his mirrors. After reviewing this available data, DSNY has determined that back-up cameras would have decreased the risk of several of the accidents caused by private carters.

These rules also require auxiliary lighting on all commercial waste vehicles in the rear of the vehicle, and on the sides where work is being performed. This requirement will take effect January 1, 2026. Because the hauling of commercial waste occurs primarily at night, such additional lighting will provide added visibility for both commercial waste workers and for other vehicles on the road. This will further reduce the risk of injuries and fatalities, including harm to commercial waste workers as they perform their jobs.

By phasing in each of the above requirements, these rules strike an appropriate balance between ensuring that commercial waste carters have the necessary lead time to conform to these requirements, while also reflecting the imperative to take action to protect public safety. These requirements, on whole, will raise the safety standards in the industry and further the City's goals of safer streets.

Finally, these rules require that all commercial waste vehicles are equipped with a telematics system that allows real time transmission to DSNY of the vehicle's location and routing information. The telematics system requirements will ensure the integrity of the commercial waste zones program by allowing DSNY to monitor compliance with the requirement that carters collect only in their authorized zone or zones. In this way, customers, carters, and the general public can have confidence that the program is functioning as intended. The telematics systems also allow carters and DSNY to track critical safety information, such as hard stops, sudden accelerations and speeding. This data will enable DSNY and commercial waste carters to track

and improve safety performance in an objective, reliable and comprehensive way, with quantifiable tools to assess the success of the program.

These new DSNY rule requirements will take effect in each zone when the commercial waste zones system is introduced in that particular zone, according to the implementation schedule that the Department will publish in a future rulemaking.

Please note that additional safety requirements for commercial waste zone carters can be found in LL 199, such as requirements for workers safety training in Administrative Code Section 16-1008.

Timeline and Application of New BIC and DSNY Safety Rules

There is an intentional overlap between the requirements in BIC's new safety rules governing trade waste licensees and registrants and the requirements in these new DSNY rules governing commercial waste awardees. As further explained in the chart below, the requirements in BIC's rules apply to all trade licensees and took effect August 6, 2021. The requirements in BIC's rules will continue to apply to all licensees and registrants until the transition of the commercial waste zones program occurs in each zone, in accordance with the schedule and further details to be provided in an upcoming DSNY rule. Further details on the transition to commercial waste zones will be provided in a forthcoming rulemaking regarding the transition start and end dates.

After the transition to commercial waste zones occurs, BIC's requirements regarding the topics contained in these rules will not apply to commercial waste zone carters, but will continue to apply to licensees and registrants that are hauling forms of trade waste other than commercial waste, such as construction and demolition debris. Once the commercial waste zones program is implemented, commercial waste zone carters will be required to follow DSNY's applicable rules. Please note that the majority of BIC's new safety requirements are replicated in these DSNY rules for commercial waste zone carters. More details regarding the applicability of BIC rules to the commercial waste zones program will be provided in future rulemakings.

The following chart summarizes the new DSNY and BIC requirements related to public safety that were heard at the joint BIC-DSNY hearing on these rules. Please note that this chart is intended as a summary tool to assist readers in understanding the difference between the BIC and DSNY requirements and does not fully capture all rule requirements.

Safety provision	BIC rule	DSNY rule
Safety records	17 RCNY § 5-03(l) through (o), § 7-06(d) through (h)	16 RCNY § 20-50
Compliance with federal hours of service requirements	17 RCNY § 5-08(u), § 7-05	16 RCNY § 20-51(a)

Safe driving requirements	17 RCNY § 5-08(v), § 7-05	16 RCNY § 20-51(b)
Cross-over mirrors	17 RCNY § 5-10(c), § 7-03(c)	16 RCNY § 20-53(a)
Obstructions to windshield	17 RCNY § 5-10(d), § 7-03(d)	16 RCNY § 20-53(b)
6-month inspections by qualified inspectors	17 RCNY § 5-10(e), § 7-03(e)	16 RCNY § 20-52(a)
Driver inspections	17 RCNY § 5-10(f), § 7-03(f)	16 RCNY § 20-52(b)
Agency inspections	17 RCNY § 5-10(g), § 7-03(g)	16 RCNY § 20-52(c)
Worker training	17 RCNY § 5-14, § 7-08	N/A (see Admin Code § 16-1008)
Back-up cameras	N/A	16 RCNY § 20-54
Auxiliary exterior lighting	N/A	16 RCNY § 20-55
Telematics systems	N/A	16 RCNY § 20-56

The following chart explains when the BIC and DSNY requirements will take effect, and who they would apply to:

	Take effect	Applicability prior to commercial waste zones	Applicability after commercial waste zones
BIC safety rules	August 6, 2021	All trade waste licensees and registrants	--Do not apply to commercial waste zone activities --Do apply to non-commercial waste zone activities (e.g. construction and demolition activities)
DSNY safety rules	The rules take effect as the commercial waste zones program is implemented in each zone	N/A	Only apply to commercial waste zone activities (e.g., not construction and demolition activities)

Changes in Response to Public Comment

The Department carefully considered all written and oral comments received in relation to these rules and made the following changes to the final rule in response to comments received:

- In § 20-50, the final rule shortens the time periods that records must be retained in the vehicle and expressly allows for electronic storage of records, in response to comments from carters that the proposed requirements would have resulted in an excess of paper in the vehicle;
- In § 20-51(b)(1), the final rule does not contain a flat prohibition on a commercial waste vehicle backing up through or into an intersection, based on comments from carters that in some cases backing into an intersection may be the only way or the safest way to access a customer's property; and
- In § 20-53(b), the final rule clarifies that the prohibition on obstructions to the windshield of a commercial waste vehicle does not cover objects attached or installed in order to comply with local, state or federal law or otherwise authorized by the carter's agreement with the Department for purposes of promoting public safety.
- The proposed rule would have required a transition to cab-over truck design vehicles, beginning with purchases of new vehicles in 2024, and purchases of used vehicles in 2026. After a review of comments received in response to this proposed requirement, the Department has determined that further study is warranted before introducing this requirement for commercial waste vehicles. The Department is still considering such a requirement for the future.

DSNY's authority to promulgate these rules is found in New York City Charter §§ 753 and 1043, and Title 16-b of the Administrative Code.

New material is underlined.

[Deleted material is in brackets.]

"Shall" and "must" denote mandatory requirements and may be used interchangeably in the rules of this Department, unless otherwise specified or unless the context clearly indicates otherwise.

CWZ Safety Rules

Section 1. Subdivision (b) of section 20-01 of title 16 of the rules of the city of New York is amended by adding new definitions of “cab-over design vehicle,” “qualified inspector” and “telematics system” in alphabetical order as follows:

Cab-over design vehicle. The term “cab-over design vehicle” means a vehicle that is designed so that the driver cab is situated in relation to the vehicle engine such that the driver sits directly above or forward of the front axle of the vehicle.

Commercial waste vehicle: The term “commercial waste vehicle” means a vehicle that is used to collect, transport or remove commercial waste.

Qualified Inspector. The term “qualified inspector” means an individual who meets the qualifications set forth in Part 396.19 of Title 49 of the Code of Federal Regulations.

Telematics system. The term “telematics system” means an integrated system of hardware and software that is capable of monitoring and recording data from GPS devices, vehicle dynamics systems, and engine performance systems and that is installed in a commercial waste vehicle, as required pursuant to §20-56 of this chapter.

§ 2. Chapter 20 of title 16 of the rules of the city of New York is amended by adding a new subchapter D to read as follows:

Subchapter D. Safety Requirements

§ 20-50 Safety Records

a. An awardee must maintain accurate time records for each vehicle operator and worker who handles commercial waste. Such time records must identify the worker by name and job title, and for each day reflect the time the worker reported to work; the route, truck number or other information used to identify the worker’s daily work assignment; any off-duty breaks; the time the worker was released from duty; and the total number of hours worked per week.

b. An awardee must maintain copies of all inspection and certification of repair forms required by subdivision a of section 20-52 for at least five years, and copies of such forms (paper or electronic) must be available in the corresponding vehicles at all times for 6 months.

c. An awardee must maintain copies of all daily inspection reports required by subdivision b of section 20-52 for at least five years, and copies of such reports (paper or electronic) must be available in the corresponding vehicles at all times for 14 days.

§ 20-51 Safe Vehicle Operation

a. An awardee must not permit or require any vehicle operator to drive a commercial waste vehicle unless the vehicle operator complies with the hours of service requirements set forth in Part 395.3 of Title 49 of the Code of Federal Regulations.

b. An awardee is responsible for ensuring that the commercial waste vehicles used to perform commercial waste collection, transport and removal services under its agreement with the City are not engaging in a pattern of unsafe practices. Each such pattern of unsafe practices is a violation of this subdivision. For purposes of this subdivision, “a pattern of unsafe practices” shall be defined as four instances of prohibited conduct set forth in paragraphs (1) through (6) of this subdivision within a six month period by the awardee’s commercial waste vehicles operators or the operators of the commercial waste vehicles of the awardee’s designated carters, in the aggregate:

1. A commercial waste vehicle must not back up unless such movement can be made safely and without interfering with traffic for the minimum distance to allow for the safe collection of trade waste.
2. A commercial waste vehicle must not make a U turn, except where legally permitted at marked center lines and from designated lanes.
3. A commercial waste vehicle must stop at all steady red lights until such light turns green. A trade waste vehicle must stop at all flashing red lights and stop signs before entering an intersection.
4. A commercial waste vehicle must be driven only in the direction designated for the roadway.
5. A commercial waste vehicle must not obstruct a bike lane, bus stop, sidewalk, crosswalk, or intersection.
6. Under no circumstances shall an individual ride on or cling to the outside of a commercial waste vehicle while the vehicle is operating on a roadway.

§ 20-52 Vehicle Inspections.

a. 1. A commercial waste vehicle must not be operated unless such vehicle is in safe operating condition and has passed an inspection conducted by a qualified inspector

demonstrating compliance with the terms of this section at least once during the preceding six months.

2. Each such inspection must be recorded on an inspection report form prescribed by the Department. Such inspection report must identify any safety defects discovered during the inspection and cover at a minimum, the following parts and accessories: service and parking brakes, steering mechanism, tires, wheels and rims, sideguards, coupling devices, mirrors, lighting devices and reflectors, horn, windshield wipers, and emergency equipment.

3. Following an inspection, such vehicle may not be operated unless a qualified inspector certifies on the inspection report that all necessary repairs have been made and that such vehicle has passed the inspection.

4. Copies of such inspection reports must be kept in the corresponding vehicle in accordance with the requirements of subdivision b of section 20-50.

b. A commercial waste vehicle must not be operated unless the operator of such vehicle is satisfied such vehicle is in safe operating condition. An awardee must require the operator of such vehicle to inspect such vehicle following each day's work and to prepare a daily inspection report that identifies such vehicle and any defect that would affect the safety of operation of such vehicle. Such daily inspection report must cover at a minimum the following parts and accessories: service and parking brakes, steering mechanism, tires, wheels and rims, sideguards, coupling devices, mirrors, lighting devices and reflectors, horn, windshield wipers, and emergency equipment. Copies of such daily inspection reports must be kept in the corresponding vehicle in accordance with the requirements of subdivision c of section 20-50. The operator of such vehicle must review the most recent daily inspection report and determine whether required repairs have been made when evaluating the condition of such vehicle.

c. The Department or a person designated by the Department may inspect commercial waste vehicles, equipment, licenses, registrations, inspection reports, and fleet records of each awardee and each designated carter at any time at its own discretion.

1. The Department or a person designated by the Department may order the awardee to immediately remove any commercial waste vehicle or equipment from service and, where appropriate, to take corrective action within a prescribed period of time if the Department or such person designated by the Department determines the vehicle or equipment presents an imminent threat to public health or safety or to the environment due to an issue that may include, but need not be limited to, defective brakes, tires or lighting devices, or leaking or spilling of fluids and escaping of waste. The awardee shall comply with the order within the time prescribed in the order and shall notify the Department when compliance has been achieved.

2. Within the time specified for compliance in an order issued pursuant to this section, or as otherwise specified in such order, the awardee may submit a written statement appealing the order to the Commissioner in the manner specified in the order.

3. Submission of an appeal pursuant to paragraph (2) of this subdivision shall relieve the awardee's obligation to take any corrective action within the time prescribed in the order pending a final determination pursuant to paragraph (4) of this subdivision, provided, however, that in the event the Department determines that failure to take corrective action within the time prescribed in the order poses a significant risk of imminent harm to public health or safety or to the environment, the awardee will be notified and will be required to take such corrective action within the specified time, or within an alternative time specified by the Department. Notwithstanding the foregoing, submission of such an appeal shall not relieve the awardee's obligation to remove a commercial waste vehicle or equipment from service during the pendency of an appeal.
4. The Commissioner must review appeals and make a final written determination regarding the appeal within a reasonable period of time. The Commissioner will serve final determinations on the awardee by mailing the final determination to the awardee.
5. If the Commissioner sustains an appeal in whole or in part, then the stated terms of the final determination on appeal will replace the original requirements of the order.
6. If an appeal is denied, the final determination will specify a reasonable period of time for compliance with the order based on the circumstances, except in the case of an order where taking corrective action is required within an earlier time pursuant to paragraph (3) of this subdivision. The final determination by the Commissioner is subject to review pursuant to article 78 of the New York Civil Practice Laws and Rules.

§ 20-53 Cross-over mirrors; obstructions to windshield

a. Each commercial waste vehicle having a gross vehicle weight rating of 26,000 pounds or more and a conventional cab configuration in which the engine is mounted in front of the operator must be equipped with a convex mirror positioned on the front of such vehicle. When such vehicle is being operated, such mirror shall be adjusted so as to enable the operator thereof to see all points on an imaginary horizontal line which is three feet above the road, is one foot directly forward from the midpoint of the front of such motor vehicle, and extends the full width of the front of such vehicle or combination of vehicles.

b. Nothing may be placed or suspended in or on the vehicle or windshield so as to obstruct the operator's vision through the windshield or other windows. Nothing in this subdivision shall be construed to prohibit the placement or suspension of an object in or on the vehicle or windshield: (i) in order to comply with or as expressly permitted by federal, state or local law or (ii) authorized pursuant to the agreement between the awardee and the City for purposes of promoting public safety.

§ 20-54 Back-up Cameras

No later than January 1, 2026, every commercial waste vehicle must be equipped with a rear video system, rear object detection system, or other device which enables the driver of the vehicle to detect by means of a visual indicator, or visual and audible warning-indicator, persons and objects located directly behind the vehicle.

§ 20-55 Auxiliary exterior lighting

- a.
 1. On or before January 1, 2026, every commercial waste vehicle must be equipped with one or more auxiliary exterior lights on the back of the vehicle, positioned at a height and angle so as to illuminate: (i) the vehicle's hopper; (ii) any other equipment or machinery attached to the back exterior side of the vehicle; and (iii) a work staging area of at least 6 feet behind the vehicle.
 2. Such auxiliary exterior back lights must be sufficiently bright so as to: (i) allow any workers loading waste into the hopper or otherwise working in a staging area behind the vehicle to perform their duties and (ii) make such workers and such staging area visible to other vehicles on the road.

- b.
 1. On or before January 1, 2026, every commercial waste vehicle must be equipped with one or more auxiliary exterior lights on both sides of the vehicle, positioned at a height and angle so as to illuminate: (i) any equipment or machinery attached to the side of the vehicle, and (ii) a work staging area running along the length of the vehicle and outward at least 3 feet from the side of the vehicle.
 2. Such auxiliary exterior side lights must be sufficiently bright so as to: (i) allow any workers working in a staging area next to the vehicle to perform their duties and (ii) make such workers and such staging area visible to other vehicles on the road.

- c. The auxiliary exterior lighting required by this section must be turned on when a worker from the vehicle is outside the vehicle performing work at night or during poor visibility conditions, including but not limited to rain, fog or snow.

- d. The auxiliary exterior lighting required by this section must be maintained in good working condition and must be functional at all times while the vehicle is in operation, regardless of the time of day.

§ 20-56 Telematics Systems in Commercial Waste Vehicles

- a. An awardee must ensure that each commercial waste vehicle is equipped with a telematics system that meets the requirements of this section and such other specifications as set forth in the awardee's agreement with the Department. Such system must be approved by the Department prior to the implementation start date of the zone in which such vehicle is authorized to operate pursuant to such agreement, or prior to the date that the vehicle is first used as a commercial waste vehicle, whichever is later. Such system must also be approved prior to the date the vehicle is returned to use as a commercial waste vehicle following any replacement of or material alterations to such system.
- b. The telematics system must transmit vehicle location information to both the awardee and the Department in real time, via cellular connection.
- c. The telematics system must transmit in real time via cellular connection the following information to the awardee:
 - 1. Vehicle speed;
 - 2. Each instance when the vehicle travels at a speed above the applicable speed limit;
 - 3. Each instance of sudden acceleration by the vehicle;
 - 4. Each instance when the vehicle engages in a hard stop; and
 - 5. Vehicle miles traveled.
- d. 1. On a monthly basis, the awardee must submit to the Department the information collected pursuant to paragraphs two through five of subdivision c of this section for each commercial waste vehicle, disaggregated by vehicle and, where applicable, by zone, for the previous month.

2. Data collected pursuant to paragraphs one through six of subdivision c of this section shall be made available to the Department for inspection upon request.

e. The awardee must ensure that the telematics system installed in each commercial waste vehicle is constantly maintained and is in good working order.

f. 1. If any material feature of the telematics system is not functioning, an incident report must be filed by the designated carter with the Department within two hours following the discovery of the malfunction or at such time as the designated carter reasonably should have known of the malfunction.

2. If any material feature of the telematics system of a commercial waste vehicle is not functioning, the commercial waste vehicle must not operate for more than 7 days following the start of the malfunction or the timely filing of an incident report, whichever is later, until the system is repaired. Any commercial waste vehicle in which there is a malfunction of a material feature of the telematics system more than once in a 30 day period shall be removed from service immediately until the system is repaired.

3. During the period the telematics system is malfunctioning and the commercial waste vehicle is permitted by this subdivision to operate, the vehicle operator or operators must record the following trip record information by hand at the end of each route:

i. Vehicle miles traveled;

ii. Route start and stop locations; and

iii. A list of stops on each route.

4. In the case of a partial malfunction of the telematics system, the information required pursuant to paragraph 3 of this subdivision need not be recorded by hand if the telematics system is capable of collecting and transmitting such data in real time in accordance with subdivision b of this section.

5. Trip records required pursuant to paragraph 3 of this subdivision must be submitted to the Department in the monthly report required pursuant to subdivision d of this section.

§ 3. This rule shall take effect as follows:

1. The rule shall take effect in each commercial waste zone on the implementation start date for such zone set by rule of the department of sanitation pursuant to paragraph 3 of subdivision e of section 16-1002 of the Administrative Code; and

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2. The rule shall take effect with respect to citywide containerized commercial waste collection on the implementation start date for citywide containerized commercial waste collection set by rule of the department of sanitation.

New York City Department of Sanitation

NOTICE OF ADOPTION OF FINAL RULE ESTABLISHING REQUIREMENTS RELATING TO COMMERCIAL WASTE GENERATION AUDITS FOR COMMERCIAL WASTE ZONES

NOTICE IS HEREBY GIVEN in accordance with the requirements of Section 1043 of the New York City Charter and pursuant to the authority vested in the Commissioner of the Department of Sanitation by sections 753 of the New York City Charter and Title 16-B of the New York City Administrative Code that the Department adopts the following rule establishing requirements relating to commercial waste generation audits for the Commercial Waste Zones program. The Department published a Notice of Opportunity to Comment on the proposed rule in the City Record on August 12, 2021. On September 15, 2021 the Department held a public hearing on the proposed rules.

Statement of Basis and Purpose of Final Rule

DSNY is publishing final rules that establish requirements for carters selected to operate under the commercial waste zones system to reimburse customers for the cost of a commercial waste generation audit. These rules also establish fees for the commercial waste zones program and amend definitions.

Commercial Waste Zones Program

Typically in New York City, more than 100,000 commercial establishments generate more than 3 million tons of refuse and recyclables. Approximately 90 private carters collect this waste from commercial establishments across the City. The current system for collecting commercial waste from the City's businesses has been plagued by dangerous driving and insufficient attention to public safety, harmful environmental impacts, and poor customer service.

In some parts of the city, more than 50 carters service a single neighborhood, and an individual commercial block may see dozens of different private waste collection trucks on a given night. This has resulted in millions of excess truck miles driven every year that harm the City's air quality, increase greenhouse gas emissions, create noise pollution and negatively impact public health. Additionally, the industry has lacked strong customer service standards, and pricing has remained unclear and confusing to most customers, putting small businesses at a significant disadvantage.

In response to these documented problems in the commercial waste collection industry, the Department released a comprehensive plan for reforming the private carting industry in

November 2018 (“the Plan”), available at <http://www.nyc.gov/commercialwaste>. The Plan proposed the establishment of commercial waste zones - a safe and efficient collection system to provide high quality, low cost service to New York City businesses while advancing the City’s zero waste and sustainability goals. The Department developed this plan after years of extensive public outreach and engagement with a wide variety of stakeholders.

On November 20, 2019, Local Law number 199 for the year 2019 was enacted, which authorizes the Department to create a commercial waste zones system. Under Local Law 199, codified in Title 16-b of the New York City Administrative Code, the Sanitation Commissioner has divided the geographic area of New York City into 20 “commercial waste zones.”

The Department will use a competitive Request for Proposals (RFP) process to select up to three private carters to service businesses within each commercial waste zone. The competitive solicitation process will also be used to select up to five carters to provide containerized commercial waste collection services citywide. This process will identify the carters that can provide high quality service at low prices. The resulting contracts will include standards for pricing, customer service, safety, environmental health, and requirements to promote the City’s commitment to recycling and sustainability. The RFP will be issued in two parts. Part 1 was issued on November 19, 2020, and responses were due on February 19, 2021. Part 2 of the RFP is being released concurrently with these final rules.

Commercial waste zones will apply to the collection of commercial refuse, recyclables, and source-separated organic waste. It will exclude specialized or intermittent waste streams, such as construction and demolition debris, medical waste, hazardous waste and other types of waste that will continue to be collected and managed under existing City and State regulations.

Under the new commercial waste zones system, instead of dozens of different carters operating in a City neighborhood on a given night, only a few carters will operate in each area. With fewer trucks on the streets and shorter routes, zoned collection will also mean improved traffic and air quality and less unsafe driving behavior and worker fatigue. Citywide, the adoption of the commercial waste zones system will dramatically reduce truck traffic associated with this industry by more than 50 percent. This system will improve the quality of life of all New Yorkers, serve the needs of the City’s local businesses, and support the City’s short and long-term goals for a cleaner, safer, and more sustainable city.

Related DSNY Commercial Waste Zones Rulemakings

On February 14, 2020, the Department published the final rules creating the 20 commercial waste zones. Per Administrative Code Section 16-1002(e)(3), the Department will set the implementation schedule for when the commercial waste zone system will take effect in each zone in a future rulemaking.

On December 18, 2020, DSNY published proposed rules addressing customer service requirements, requirements for collecting recyclable materials and source separated organics,

and operations requirements for commercial waste carters, and held a hearing on those proposed rules on January 26, 2021. The comment period for those proposed rules closed on February 9, 2021. On March 12, 2021, DSNY published proposed rules addressing public safety. DSNY held a joint hearing with the Business Integrity Commission (BIC) on the safety rules on April 13, 2021. DSNY is publishing final customer service, recycling, operations and safety rules for commercial waste carters in coordination with this final rule.

Commercial Waste Generation Audits

In this rulemaking, the Department is establishing requirements for carters selected to operate under the commercial waste zones system to reimburse customers for the cost of a commercial waste generation audit. The purpose of such an audit is to determine the amount of commercial waste that the commercial establishment is generating, broken down by waste stream: refuse, designated recyclable materials, and source separated organic waste.

A commercial waste generation audit provides a concrete picture of the types and amount of waste that a commercial establishment is generating. The commercial establishment can then use the audit to negotiate a fair price with their commercial waste zone carter. The audit will also provide the commercial establishment with information about the level of contamination for each waste stream, recommendations for waste reduction by waste stream, and recommendations about how to divert more waste from refuse to designated recyclable materials and source separated organic waste. This will assist the commercial establishment in complying with the City's recycling requirements and help further the City's zero waste goals.

Under these final rules, each awardee must include in its Zero Waste Plan, a specific plan for how it will provide or reimburse customers for commercial waste generation audits..

These final rules establish a basic definition of "commercial waste generation audit," including a requirement that the auditor must be registered with BIC as a trade waste broker.

The proposed rules required each awardee to reimburse each customer for at least one commercial waste generation audit, included a specific formula under which awardees must reimburse commercial establishments for such audits, specific methodology for how the audits must be conducted, and a procedure to resolve disputes between carters and customers regarding a waste generation audit, including the option of bringing unresolved disputes to DSNY for review. After reviewing the large number of public comments received from carters, customers, and advocates raising concerns regarding the Department's proposed approach to reimbursement for commercial waste generation audits, the Department has removed such provisions from the final rule. For example, some commenters raised concerns that the Department's approach was overly prescriptive, and commented that the reimbursement rates established would lower the standard of audit that customers would seek, thus undermining the Department's sustainability goals. Other commenters raised concerns with the prescribed methodology for measuring waste in a 24-hour period.

In response to such concerns, the Department will require Proposers responding to the Commercial Waste Zones RFP to include in their proposed Zero Waste Plan their own plans to offer commercial waste generation audit services or to provide reimbursement to customers for commercial waste generation audits, with a specific requirement that the Proposer consider how it will promote access to such audits across a broad range of customers in the zone and offer tools to support the Department's zero waste goals. The Department will then consider this element of the Proposer's Zero Waste Plan when selecting awardees. This approach will allow more flexibility in the use of commercial waste generation audits and address several of the concerns raised by public commenters.

The Department is still considering whether to promulgate rules regarding a dispute resolution process for disputes between customers and awardees about the amount of waste generated, or whether to add additional requirements regarding commercial waste generation audits at a future date.

Additional Rule Provisions

These rules also establish a definition of "bicycle," which is relevant to the program definition of microhauler and to the number of designated carters that an awardee may subcontract with under the program. Local Law 199 provides that there is no limitation on the number of designated carters hauling waste exclusively by bicycle. The definition of bicycle takes into account the definition of "bicycle" in Local Law 199 as well as recent changes in state and local laws relating to e-bikes.

These rules also establish an annual fee for awardees and include vehicle maintenance requirements.

Finally, these rules establish requirements for an awardee's Zero Waste Plan more generally.

These new DSNY rule requirements will take effect in each zone when the commercial waste zones system is introduced in that particular zone, according to the implementation schedule that the Department will publish in a future rulemaking.

DSNY's authority to promulgate these rules is found in New York City Charter §§ 753 and 1043, and Title 16-b of the Administrative Code.

New material is underlined.

[Deleted material is in brackets.]

"Shall" and "must" denote mandatory requirements and may be used interchangeably in the rules of this Department, unless otherwise specified or unless the context clearly indicates otherwise.

Section 1. Subdivision b of section 20-01 of title 16 of the rules of the city of New York is amended by adding new definitions of “bicycle,” “commercial waste generation audit” and “zero waste plan” in alphabetical order as follows:

Bicycle. The term "bicycle" means: (i) a two or three wheeled device upon which a person or persons may ride, propelled by human power through a belt, a chain or gears; (ii) a "pedal-assist bicycle" as defined in section 4-01 of title 34 of the rules of the city of New York or as otherwise defined by the department of transportation; (iii) any electric scooter as defined in section 114-e of the vehicle and traffic law; or (iv) any bicycle with electric assist as defined in section 102-c of the vehicle and traffic law.

Commercial Waste Generation Audit. The term “commercial waste generation audit” means an assessment of the commercial waste generated by a commercial establishment that:

1. Is performed by a person registered by the business integrity commission as a trade waste broker;
2. Separately assesses the commercial waste generated, disaggregated by waste stream as follows:
 - i. Refuse: Total amount of refuse at each premises;
 - ii. Designated recyclable materials: (1) Total amount of designated recyclable paper at each premises; and (2) total amount of designated recyclable metal, glass, and plastic at each premises; and
 - iii. Source separated organics: If the commercial establishment is a designated covered establishment, total amount of source separated organics at each premises; and
3. Includes a report with information on:
 - i. The actual measurements of all waste streams assessed, as recorded on-site;
 - ii. Estimates of the amount of each waste stream generated on a monthly basis;
 - iii. Contamination levels for each waste stream assessed; and
 - iv. Recommendations for waste reduction by waste stream and diversion from refuse to designated recyclable materials and source separated organic waste.

Zero waste plan. The term “zero waste plan” means an awardee’s plan describing practices to support waste reduction, reuse and recycling among commercial establishments, as set forth in the awardee’s Agreement with the Department pursuant to section 16-1002 of the Administrative Code.

§ 2. Subchapter A of chapter 20 of title 16 of the rules of the city of New York is amended by adding a new section 20-03 to read as follows:

§ 20-03 Fees

The annual fee that each awardee must pay pursuant to section 16-1013 of the Administrative Code shall be:

- a. \$107,148.73 per zone award, and
- b. \$107,148.73 per citywide containerized commercial waste award.

§ 3. Subchapter B of chapter 20 of title 16 of the rules of the city of New York is amended by adding a new section 20-29 to read as follows:

§ 20-29 Commercial Waste Generation Audits

An awardee must provide to its customers commercial waste generation audit services and/or reimbursement for commercial waste generation audits by a third party in accordance with the requirements of the awardee's Zero Waste Plan.

§ 4. Subchapter C of chapter 20 of title 16 of the rules of the city of New York is amended by adding a new section 20-33 to read as follows:

§ 20-33 Zero Waste Plan

Each awardee and its designated carters must comply with the terms of the awardee's zero waste plan. Such plan must, at a minimum:

- a. Detail the awardee's practices to support waste reduction, reuse and recycling among commercial establishments within the zone or zones covered by the Agreement with the Department under which the awardee is operating, including but not limited to partnerships with local organizations, waste reduction or diversion targets, customer outreach and education or other practices to further such goals;
- b. Detail how the awardee will work with customers to promote compliance with the City's recycling laws and rules, increase the amount and quality of designated recyclable material diverted from the refuse stream, and increase overall diversion through waste reduction, reuse and recycling;
- c. Include a protocol for notifying a customer of significant designated recyclable material content in the customer's refuse and recommending to the customer steps to improve compliance with the City's recycling requirements and to increase diversion of designated recyclable material from the refuse stream;

- d. Include plans for offering organics collection services to a broad range of establishments within the zone, including the awardee's specific plans for providing organic waste collection services to customers that are not designated covered establishments pursuant to section 16-306.1(b) of the Administrative Code in accordance with the requirements of section 16-1002(c)(5) of such code; and
- e. Include a plan to provide commercial waste generation audit services to customers and/or reimbursement to customers for commercial waste generation audits performed by a third party, including but not limited to:
 - i. A description of whether the awardee will contract directly with a third party waste audit company or offer reimbursement to customers;
 - ii. The awardee's prices for third party waste audit services and/or reimbursement rates for such services;
 - iii. How the awardee will promote access to commercial waste generation audit services to a broad range of commercial establishments including small businesses, in the zone or zones covered by the Agreement with the Department under which the awardee is operating; and
 - iv. Specific methods, if any, of utilizing commercial waste generation audit services to support the Department's zero waste goals.

§ 5. This rule shall take effect as follows:

1. The rule shall take effect in each commercial waste zone on the implementation start date for such zone set by rule of the department of sanitation pursuant to paragraph 3 of subdivision e of section 16-1002 of the Administrative Code; and
2. The rule shall take effect with respect to Citywide containerized commercial waste collection on the implementation start date for Citywide containerized commercial waste collection set by rule of the department of sanitation.

**APPENDIX C: TEMPLATE AGREEMENT FOR SOLID
WASTE MANAGEMENT SERVICES FOR COMMERCIAL
WASTE ZONES**

**Appendix C: Template Agreement for Solid Waste Management Services for
Commercial Waste Zones**

COMMERCIAL WASTE ZONES AWARD AGREEMENT

COMMERCIAL WASTE ZONES AWARD AGREEMENT

Between

THE CITY OF NEW YORK,

ACTING BY AND THROUGH ITS DEPARTMENT OF SANITATION

AND

[NAME OF AWARDEE]

RELATING TO COMMERCIAL WASTE ZONE(S):

[Identify Designated Zones]

PIN: 82720AD0038[---]

DATED: []

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- Appendix A: Additional City Contract Terms
- Appendix B: Hiring and Employment Rider: HireNYC and Reporting Requirements
- Appendix C: Commercial Waste Zones Rules
- Appendix D: Local Law 199 for the Year 2019

Exhibits:

- Exhibit A-1: Map of All Commercial Waste Zones
- Exhibit A-2: List of Designated Zones
- Exhibit B: Customer Pricing Schedule for Designated Zones
- Exhibit C-1: Subcontracting Plan
- Exhibit C-2: List of Designated Carters
- Exhibit D: Customer Transition Plan
- Exhibit E: Education and Outreach Plan

Exhibit F: Customer Service Plan
Exhibit G: Zero Waste Plan
Exhibit H: Waste Management Plan
Exhibit I: Health and Safety Plan
Exhibit J: Air Pollution Reduction Plan

COMMERCIAL WASTE ZONES AWARD AGREEMENT

This Commercial Waste Zones Award Agreement (the “Agreement”) is entered into by and between the City of New York, New York, a municipal corporation organized and existing under the laws of the State of New York (the “City”), acting by and through the Department of Sanitation (“Department”), and [Name of Awardee], a [type of entity] organized and existing under the laws of the State of [State of organization] (the “Company”) as of [date of execution by both parties].

WHEREAS, the City has determined that the current system for collecting Commercial Waste from the City’s businesses is an inefficient and chaotic network of overlapping operations that has been plagued by dangerous driving and insufficient attention to public safety, harmful environmental impacts resulting from inefficient routes, and poor customer service; and

WHEREAS, the City has developed a plan to improve Commercial Waste carting by implementing a Commercial Waste Zones program throughout the City, consisting of 20 Zones with a limited number of private carters authorized to operate per Zone; and

WHEREAS, the City, acting through the Department as lead agency, has performed a review and analysis and prepared a Draft Generic Environmental Impact Statement in accordance with the State Environmental Quality Review Act (“SEQRA”) and the City Environmental Quality Review (“CEQR”) procedure; and

WHEREAS, following notices, public hearings and review, the City has adopted a Final Generic Environmental Impact Statement in accordance with SEQRA and CEQR; and

WHEREAS, following notices, public hearings and review, New York City has enacted Local Law No. 199 of 2019 (the “Act”), authorizing and requiring the implementation of the Commercial Waste Zones program, among other things by amending the City charter, amending Title 16 of the Administrative Code, and adding a new Title 16-B titled “Commercial Waste Zones” to the Administrative Code (“Title 16-B”); and

WHEREAS, the adoption of the new Commercial Waste Zones system will dramatically reduce truck traffic associated with this industry by more than 50 percent, improve the quality of life of all New Yorkers, serve the needs of the City’s local businesses, and support the City’s short and long-term goals for a cleaner, safer, and more sustainable city; and

WHEREAS, pursuant to the Act, the City has the following goals and objectives for the Commercial Waste Zones program:

- Zero Waste: Reduce commercial waste disposal and increase recycling and organic waste collection.

- Environmental Benefits: Reduce environmental impacts, including reductions in air pollutants such as greenhouse gases and particulate matter, less nighttime noise, less roadway wear and tear, and improved quality of life in neighborhoods, through a reduction in truck traffic, cleaner vehicles, operational improvements, and infrastructure investment.
- Pricing Structure: Provide transparent pricing to customers and financial incentives for waste reduction and diversion.
- Customer Service: Strengthen customer service standards such as guaranteed levels of service, service accountability, waste assessments, and language access.
- Health and Safety: Improve industry safety standards, track industry performance and accountability, and make streets safer for the public.
- Disposal: Ensure disposal of waste is sustainable, reliable, and equitable.
- Infrastructure: Ensure truck upgrade compliance and encourage further modernization of fleet and facilities; and

WHEREAS, the Act, among other things, grants the Commissioner (as defined in Section 1.1 (Definitions)) the power and duty to regulate the conduct of businesses authorized to collect Commercial Waste in Commercial Waste Zones created pursuant to Title 16-B; and

WHEREAS, pursuant to Title 16-B, the Commissioner has divided the geographic area of the City into twenty Commercial Waste Zones as set forth in 16 RCNY § 2-02, and as represented on the map in Exhibit A-1 (Map of All Commercial Waste Zones), and the Department retains authority to amend the boundaries of such Zones from time to time; and

WHEREAS, the Act, among other things, grants the Commissioner the power and duty to regulate the conduct of businesses authorized to collect Commercial Waste in Commercial Waste Zones created pursuant to the Act including, but not limited to, the power and duty to establish and enforce: (a) environmental, safety and health standards; (b) standards for service; (c) requirements regarding contracts for Commercial Waste removal; (d) requirements regarding billing form and procedures; (e) requirements regarding the maintenance and inspection of records; (f) requirements regarding the maintenance of appropriate insurance; and (g) requirements established in furtherance of the goals of reducing waste and promoting sustainability, safety and efficiency in the collection system for Commercial Waste; and

WHEREAS, pursuant to the Act, the Department has promulgated rules implementing the Commercial Waste Zones program as Chapter 20 of title 16 of the Rules of the City of New York (Appendix C); and

WHEREAS, the Act requires the Department to issue a request for proposals for the collection, transport and removal of Commercial Waste, and for the collection of Containerized Commercial Waste, Citywide in a Commercial Waste Zone and, based upon a review and evaluation of responses to such requests for proposals, to negotiate and enter into agreements as the Department determines will best provide for the efficient and orderly removal of Commercial Waste in such Zone, and of Containerized Commercial Waste within the City; and

WHEREAS, the Act authorizes the Department to enter into agreements with no more than three Awardees (as defined in Section 1.1 (Definitions)) for each Zone, permitting the Awardee to provide for the collection, transport and removal of Commercial Waste within such Zone, as set forth in the applicable agreement; and

WHEREAS, the Act authorizes the Department to enter into agreements with no more than five Awardees (as defined in Section 1.1 (Definitions)), permitting the Awardee to provide for the collection, transport and removal of Containerized Commercial Waste within the City, as set forth in the applicable agreement; and

WHEREAS, pursuant to the Act, the Department issued a Request For Proposals (Procurement Identification Number: 82720AD0038) (as amended or supplemented from time to time the “RFP”) soliciting proposals from potential Awardees to provide commercial waste hauling services for 20 established Commercial Waste Zones (“CWZ”) and containerized commercial waste Citywide, including Refuse, Recycling and Organic Waste collection, transport and removal from commercial establishments; and

WHEREAS, following receipt and review of proposals in response to the RFP (as amended or supplemented from time to time between the initial proposal submission date and the issuance by the Department of Notices of Award, the “Proposals”), the Department has issued Notices of Award to those proposers that the Department determined best met the requirements and selection criteria set forth in the RFP; and

WHEREAS, this Agreement is being entered into with the Company following determination of the Department that the Company submitted a Proposal that, following evaluation and review, entitles the Company to be an Awardee in Zones identified as Designated Zones in this Agreement;

NOW THEREFORE, in consideration of the rights and privileges granted pursuant to this Agreement, the Company, intending to be legally bound, agree as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATION

SECTION 1.1. DEFINITIONS. All definitions provided in Section 16-1000 of the New York City Administrative Code and in Section 20-01 of title 16 of the Rules of the City of New York, as may be amended from time to time, are incorporated as definitions in this Agreement, entered into pursuant to Local Law Number 199 for the year 2019. As used in this Agreement, the following terms shall have the meanings set forth in this Section; however, if any of the definitions in this Section conflict with the definitions in Section 16-1000 of the Administrative Code or Section 20-01 of title 16 of the Rules of the City of New York, the definitions in such local law and such rule shall take precedence:

“Act” means Local Law Number 199 for the year 2019, signed into law by the Mayor on November 20, 2019, as such Act or any of the provisions therein may be amended or supplemented from time to time.

“Administrative Code” means the Administrative Code of the City, as it may be amended or supplemented from time to time.

“Air Pollution Reduction Plan” means the plan set forth in Exhibit J, as such plan may be updated from time to time in accordance with the procedures described in Section 8.1(C) (Amendments to CWZ Plans).

“API” means an Application Programming Interface used by a telematics system installed in a commercial waste vehicle.

“Applicable Law” means: (i) any applicable federal, state or local law, statute, code or regulation; (ii) any formally adopted and generally applicable rule, requirement, determination, standard, policy, implementation schedule, or other order of any Governmental Body having appropriate jurisdiction; and (iii) any Governmental Approval, in each case having the force of law and applicable from time to time to the Services or the transactions contemplated hereby.

“Award” means a determination by the Department that a proposer has been selected to provide commercial waste collection services within a particular Zone or has been selected to provide Citywide containerized commercial waste collection services.

“Awardee” means an entity with whom the Department enters into an agreement for the provision of Commercial Waste collection services pursuant to Section 16-1002 of the Administrative Code. The term “Awardee” includes entities that have been selected for Awards for commercial waste collection services within one or more Zones and entities that have been selected for Awards to provide Citywide containerized commercial waste collection services, or both.

“Business Integrity Commission” or “BIC” means the New York City Business Integrity Commission.

“City” means the City of New York.

“City Charter” means the New York City Charter, as it may be amended or supplemented from time to time.

“City Notice of Renewal” shall have the meaning set forth in Section 2.2(B) (Renewal Terms).

“City Notice of Renewal Date” shall have the meaning set forth in Section 2.2(B) (Renewal Terms).

“City’s Recycling Laws” means all applicable laws and rules related to recyclable materials and source separated organics that pertain to commercial establishments, including but not limited to Administrative Code Sections 16-306 and 16.306.1 and 16 RCNY §§ 1-10, 20-31, 20-32.

“Collection route” means a trip by a commercial waste vehicle that: (i) begins at either the garage or yard where such commercial waste vehicle is parked while not in use, or at a waste transfer station, processing facility or other location where waste is dumped from such commercial waste vehicle; (ii) includes pick-ups of commercial waste from customers; and (iii) terminates either at such garage or yard, or with the delivery of such commercial waste to such a waste transfer station, processing facility or other location where such waste is dumped.

“Commercial Establishment” means an entity required to provide for the removal of commercial waste pursuant to the provisions of Section 16-116 of the Administrative Code.

“Commercial Waste” means all trade waste, as defined in subdivision f of section 16-501 of the Administrative Code, except for construction and demolition debris; fill material; medical waste; electronic waste; textiles; yard waste collected by landscapers; waste collected by a one-time, on-call bulk waste removal service; grease; paper that is collected for the purpose of shredding or destruction; or waste that is collected by a Micro-hauler.

“Commercial Waste Collection Services” shall mean services for the collection, transport, removal and disposal of commercial waste from Commercial Establishments within a Designated Zone, as authorized pursuant to this Agreement.

“Commercial Waste Vehicle” means any vehicle used to perform commercial waste collection services under this Agreement.

“Commercial Waste Zone” or “Zone” means any of the twenty Commercial Waste zones identified in 16 RCNY § 2-02, as represented on the map in Exhibit A-1 (Map of All Commercial Waste Zones), as such Zones may be modified from time to time in accordance with the Act.

“Commercial Waste Zones Plans”, “CWZ Plans” or “Plans” means the Subcontracting Plan, the Customer Transition Plan, the Education and Outreach Plan, the Customer Service Plan, the Zero Waste Plan, the Waste Management Plan, the Health and Safety Plan and the Air Pollution Reduction Plan, incorporated herein as Exhibits C through J, as such plans may be updated from time to time in accordance with the procedures described in Section 8.1(C) (Amendments to CWZ Plans).

“Commercial Waste Zones Rules” or “CWZ Rules” means the rules adopted by the Department pursuant to the Act relating to implementation of the Commercial Waste Zones program, codified in Chapter 20 of title 16 of the Rules of the City of New York, as such rules may be amended or supplemented from time to time. The CWZ Rules as in effect as of the date of this Agreement are appended hereto as Appendix C.

“Commission” means the Business Integrity Commission.

“Commissioner” means the Commissioner of the Department or his or her designee.

“Company” means [_____] and its permitted successors and assigns. The Company shall constitute the Awardee with respect to this Agreement. If the Awardee is a joint venture, then “Company” means the joint venture.

“Container” means a bin, dumpster, compactor or other receptacle for the storage or collection of Commercial Waste.

“Containerized Commercial Waste” means Commercial Waste that: (i) is stored on the premises of the Commercial Establishment that generates such waste in a Container that has a capacity of 10 cubic yards or more, and which may or may not be equipped with compaction ability and (ii) is transported directly in such Container when such Container is at or near capacity from such Commercial Establishment to a transfer, processing or disposal location.

“Customer” means a Commercial Establishment that is located within a Designated Zone and that has selected the Company for removal of Commercial Waste or has been assigned to the Company pursuant to paragraph 4 of subdivision e of Section 16-1002 of the Administrative Code.

“Customer Service Plan” means the plan set forth in Exhibit F, as such plan may be updated from time to time in accordance with the procedures described in Section 8.1(C) (Amendments to CWZ Plans).

“Customer Transition Plan” means the plan set forth in Exhibit D, as such plan may be updated from time to time, in accordance with the procedures described in Section 8.1(C) (Amendments to CWZ Plans).

“Department” means the New York City Department of Sanitation.

“Designated Carter” means the Company and any Subcontractor of the Company that is authorized to provide Commercial Waste collection services pursuant to this Agreement and in accordance with the Act and the Commercial Waste Zones Rules, as identified in the Subcontracting Plan, as set forth in Exhibit C.

“Designated Zone” means each of the Commercial Waste Zones described in Exhibit A-2 hereto (as such Exhibit A-2 may be modified from time to time in connection with the deletion of an existing Designated Zone or addition of a new Designated Zone in accordance with the terms of this Agreement) in which the Company is authorized to provide commercial waste collection, transport, removal and disposal services pursuant to this Agreement.

“Director of Commercial Waste” shall be the Department representative that oversees of the Commercial Waste Zones program.

“Education and Outreach Plan” means the plan set forth in Exhibit E, as such plan may be updated from time to time, in accordance with the procedures described in Section 8.1(C) (Amendments to CWZ Plans).

“Effective Date” shall have the meaning set forth in Section 2.1(A) (Definition of Effective Date).

“Excluded Waste” means all forms of waste excluded from the definition of “Commercial Waste,” as follows: sewage; industrial wastewater discharges; irrigation return flows; radioactive materials that are source, special nuclear or by-product material as defined by the Atomic Energy Act of 1954, as amended, 42 U.S.C. § 2011 et seq.; materials subject to in-situ mining techniques that are not removed from the ground as part of the extraction process; hazardous waste as defined in Section 27-0901 of the Environmental Conservation Law; construction and demolition debris; fill material; medical waste; electronic waste; textiles; yard waste collected by landscapers; waste collected by a one-time, on-call bulk waste removal service; grease; paper that is collected for the purpose of shredding or destruction; or waste that is collected by a Micro-hauler.

“Execution Date” means the date on which this Agreement first bears the signatures of each of the parties hereto and such signatures have been confirmed by each executing party as having been delivered to the other (either electronically, in person, or on a telephone or similar conference call).

“Final Implementation Date” of a Zone means the last day of the Transition Period for such Zone, as set forth in the Department’s rules and as listed in Exhibit A-2 with respect to each of the Company’s Designated Zones.

“Fiscal Year” means the City’s fiscal year, which starts on July 1st and ends on June 30th.

“Global Positioning System” or “GPS” means a global positioning system, or a comparable location tracking technology, that uses navigational satellites to determine a user’s location and velocity in real time and is capable of collecting, storing and transmitting geographical data.

“Governmental Approval” means any permit, license, authorization, consent, certification, exemption, ruling, entitlement, variance or approval issued by a Governmental Body of whatever kind and however described, which is required under Applicable Law to be obtained or maintained by any Person with respect to performing the obligations of the Company under this Agreement.

“Governmental Body” means any federal, state, regional or local legislative, executive, judicial or other governmental board, agency, authority, commission, administration, court or other body, or any official thereof having jurisdiction in any way over or in respect of any aspect of the performance of the obligations of the Company under this Agreement.

“Health and Safety Plan” means the plan set forth in Exhibit I, as such plan may be updated from time to time in accordance with the procedures described in Section 8.1(C) (Amendments to CWZ Plans).

“Heavy Duty Commercial Waste Vehicle” shall have the same meaning as “heavy duty trade waste hauling vehicle” as such term is defined by Administrative Code Section 163.11(a).

“Implementation Start Date” of a Zone means the first day of the Transition Period for such Zone, as set forth in the Department’s rules, and as listed in Exhibit A-2 with respect to each of the Company’s Designated Zones. “Initial Term” has the meaning set forth in Section 2.2(A) (Initial Term).

“Insurance” means coverage by contract in which one party agrees to indemnify or reimburse another for loss that occurs under the terms of the contract.

“Insurance Requirements” means the requirements set forth in Section 19.1 (Insurance).

“Licensee” means any person licensed to collect trade waste pursuant to Title 16-A.

“Maximum Rates” means the maximum rates for the Commercial Waste collection services that are set forth in Exhibit B (Customer Pricing Schedule for Designated Zones), as such schedules may be amended from time to time in accordance with the terms of this Agreement. Maximum Rates may differ by Designated Zone.

“Micro-hauler” means any person that is not a designated carter, does not dispose of waste at a solid waste transfer station and either: (1) collects less than 2600 tons of source separated organic waste from commercial establishments per year and collects such waste exclusively using bicycles; or (2) collects less than 500 tons of source separated organic waste from commercial establishments per year and collects such waste using exclusively (i) a zero emissions vehicle that has a gross vehicle weight rating of not more than 14,000 pounds or (ii) any other mode of transport specified in the rules of the department.

“Notice to Proceed” shall have the meaning set forth in Section 3.2 (Notice to Proceed).

“Organic Waste” shall have the same meaning as defined in subdivision a of section 16-306.1 of the Administrative Code.

“Organic Waste Collection Services” means services provided by the Company to a Commercial Establishment involving the collection, transport, removal or disposal of source separated organic waste pursuant to this Agreement.

“Person” shall have the meaning set forth in Section 1.2(B) (Interpretation).

“Proposal” has the meaning set forth in the preamble clauses.

“Recyclable Materials” shall have the same meaning as defined in Section 16-303 of the Administrative Code.

“Renewal Term” shall have the meaning set forth in Section 2.2(B) (Renewal Terms).

“RFP” has the meaning set forth in the preamble clauses.

“Services” means, with respect to this Agreement, the collection, transport, removal or disposal of Commercial Waste, and all other services permitted or required to be provided by the Company pursuant to this Agreement.

“Source Separation” means the separation of designated recyclable materials from each other or the separation of designated recyclable materials from solid waste at the point of generation.

“State” means the State of New York.

“Subcontracting Plan” means the plan set forth in Exhibit C-1, as such plan may be updated from time to time in accordance with the procedures described in Section 8.1(C) (Amendments to CWZ Plans).

“Subcontractor” means any secondary entity that has contracted directly with the Company to provide a specific subset of commercial waste collection services or any other

services under this Agreement; this includes any Designated Carter that the Company subcontracts with, or any other entity hired to perform any other services under this Agreement.

“Term” means collectively, the Initial Term and any Renewal Terms.

“Title 16” means Title 16 of the Administrative Code.

“Title 16-A” means Title 16-A of the Administrative Code.

“Title 16-B” means Title 16-B of the Administrative Code.

“Trade Waste” means all putrescible and non-putrescible materials or substances that are discarded or rejected by a Commercial Establishment required to provide for the removal of its waste pursuant to Section 16-116 of the Administrative Code as being spent, useless, worthless or in excess to the owners at the time of such discard or rejection, including but not limited to garbage, refuse, street sweepings, rubbish, tires, ashes, contained gaseous material, incinerator residue, construction and demolition debris, medical waste, offal and any other offensive or noxious material. Such term shall also include Recyclable Materials that are generated by such Commercial Establishments. The following are not “trade waste” or “waste” for the purposes of this Agreement: sewage; industrial wastewater discharges; irrigation return flows; radioactive materials that are source, special nuclear or by-product material as defined by the Atomic Energy Act of 1954, as amended, 41 U.S.C. §2011 et seq.; materials subject to in-situ mining techniques which are not removed from the ground as part of the extraction process; and hazardous waste as defined in Section 27-0901 of the New York State Environmental Conservation Law.

“Transition Period” of a Zone means the period starting on the Implementation Start Date for such Zone and ending on the Final Implementation Date for such Zone.

“Waste Management Plan” means the plan set forth in Exhibit H, as such plan may be updated from time to time in accordance with the procedures described in Section 8.1(C) (Amendments to CWZ Plans).

“Written Service Agreement” means a written contract between the Company and a Commercial Establishment located within a Designated Zone relating to Commercial Waste collection services, as required pursuant to 16 RCNY § 20-20, that meets the requirements of 16 RCNY § 20-26, the Act, the Commercial Waste Zone Rules, and this Agreement.

“Zero Waste Plan” means the plan set forth in Exhibit G, as such plan may be updated from time to time in accordance with the procedures described in Section 8.1(C) (Amendments to CWZ Plans).

SECTION 1.2. INTERPRETATION. In this Agreement notwithstanding any other provision hereof:

A. Gender and Plurality. Gender includes actual or perceived sex, gender identity, and gender expression, including a person's actual or perceived gender-related self-image, appearance, behavior, expression, or other gender-related characteristic, regardless of the sex assigned to that person at birth. Words importing the singular number mean and include the plural number and vice versa.

B. Persons. Words importing persons include firms, companies, associations, joint ventures, general partnerships, limited partnerships, limited liability companies, trusts, business trusts, corporations and other legal entities, including public bodies, as well as individuals.

C. Headings. The table of contents and any headings preceding the text of the Articles, Sections and subsections of this Agreement shall be solely for convenience of reference and shall not affect its meaning, construction or effect.

D. Entire Agreement. This Agreement, including the Appendices and Exhibits hereto, contains the entire agreement between the parties hereto with respect to the transactions contemplated by this Agreement. Without limiting the generality of the foregoing, this Agreement shall completely and fully supersede all other understandings and agreements between the parties with respect to such transactions, including those contained in the RFP or the proposal of the Company submitted in response thereto.

E. Liquidated Damages. This Agreement provides for the payment of liquidated damages in certain circumstances of nonperformance, breach, and/or default by the Company. Each party agrees that the damaged party's actual damages in each such circumstance would be difficult or impossible to ascertain, and that the liquidated damages provided for herein with respect to each such circumstance are a fair and reasonable estimate of fair compensation for the intended circumstance, do not constitute a penalty and are intended to place the damaged party in the same economic position as it would have been in had the circumstance not occurred. The Company is expressly estopped from claiming, and waives any right to claim, that the imposition by the Department of any such liquidated damages amounts to a penalty or is not enforceable. The Department's imposition of any such liquidated damages shall constitute damages payable by the Company to the Department to compensate the Department for the damages or losses resulting from the specific circumstances contemplated by such liquidated damages; provided that, such limitation is without prejudice to:

- (1) Any entitlement of the Department to specific performance of any obligation of the Company under this Agreement;
- (2) Any entitlement of the Department to injunctive relief;
- (3) The Company's indemnification obligations under Article 8 of Appendix A to this Agreement in respect of third-party claims;
- (4) Any civil or criminal penalties, injunctive relief, restitution (including for property damage), or seizure or forfeiture of property that the City may impose on the Company pursuant to its authority under Applicable Law; or
- (5) Any other express right of the Department pursuant to this Agreement or Applicable Law.

The Department's failure to assess liquidated damages in a particular circumstance does not waive the Department's right to assess liquidated damages in a similar circumstance in the future.

F. Causing Performance. A party shall itself perform, or shall cause to be performed, the obligations affirmatively undertaken by such party under this Agreement, subject to any limitations specifically imposed hereby with respect to Subcontractors or otherwise.

G. Approvals and Consents. Any approval, consent, or satisfaction required of either party hereunder shall not unreasonably be withheld, delayed or conditioned, except where such approval, consent, or satisfaction may be given in the sole discretion of the approving or consenting party under an express provision hereof.

H. Delivery of Documents in Digital Format. The Company is obligated to deliver agreements, reports, records, plans, proposals and other documentary submittals (collectively referred to as documents) in connection with the performance of its duties hereunder. The Company agrees that all such documents shall be submitted to the Department in digital form, unless the Department expressly requests print copies. Electronic copies shall consist of computer readable data submitted in any standard interchange format which the Department may reasonably request to facilitate the administration and enforcement of this Agreement.

I. Incorporation of the Act, and the Department's CWZ Rules. The Act (Appendix D) and the Department's Commercial Waste Zones Rules (Appendix C) are incorporated herein as requirements of this Agreement, and any future amendments to such Act or such Rules shall be incorporated herein. If there is any conflict between any provision of this Agreement and the Act or between this Agreement and the Department's Commercial Waste Zones Rules, such Act and such Rules shall govern.

J. Legal Provisions Deemed Included. Notwithstanding subsection (D) of this Section, it is the intent and understanding of the parties to this Agreement that each and every provision of law required to be inserted in this Agreement shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is to be deemed to be inserted herein, and if, through mistake or otherwise, any such provision is not inserted, or is not inserted in correct form, then this Agreement shall forthwith upon the application of either party be amended by such insertion so as to comply strictly with the law and without prejudice to the rights of either party hereunder.

K. Severability. If any clause, provision, subsection, Section or Article of this Agreement shall be ruled invalid by any court of competent jurisdiction, then the parties shall: (1) promptly negotiate a substitute for such clause, provision, subsection, Section or Article which shall, to the greatest extent legally permissible, effectuate the intent of the parties in the invalid clause, provision, subsection, Section or Article; (2) if necessary or desirable to accomplish item (1) of this subsection, apply to the court having declared such invalidity for a judicial construction of the invalidated portion of this Agreement; and (3) negotiate such changes, in substitution for or addition to the remaining provisions of this Agreement, as may be necessary in addition to and in conjunction with items (1) and (2) of this subsection to effect the intent of the parties in the invalid provision. The invalidity of such clause, provision, subsection, Section or Article shall not affect any of the remaining provisions hereof, and this Agreement shall be construed and enforced as if such invalid portion did not exist.

L. Interpretation of this Agreement. The Company shall be obligated to comply only with those requirements and obligations hereunder which are applicable in any particular case. Where more than one requirement or obligation applies to any particular performance by the Company hereunder, each such applicable requirement or obligation shall be complied with by the Company. In the event there are different levels of stringency among such applicable requirements or obligations, the most stringent of the applicable requirements or obligations shall govern. In the event of any inconsistency among the requirements or obligations set forth herein, the City's determination as to the applicable standard shall be binding.

M. Drafting Responsibility. Notwithstanding the City's having assumed primary drafting responsibility for the main body and certain Appendices and Exhibits to this Agreement, or the Company's having assumed primary drafting responsibility for certain Appendices and Exhibits to this Agreement, neither party shall be held to a higher standard than the other party in the interpretation or enforcement of this Agreement as a whole or any portion hereof as a result of having assumed such drafting responsibility.

N. No Third-Party Rights. This Agreement is exclusively for the benefit of the City and the Company and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action, or other rights.

O. References to Days, Weeks or Years. Except as otherwise provided herein, all references to days, weeks or years are references to calendar days, calendar weeks or calendar years.

P. References to Including. All references to “include” or “including” herein shall be interpreted as meaning “include without limitation” or “including without limitation.”

Q. References to Knowledge. All references to “knowledge,” “knowing,” “know” or “knew” shall be interpreted as references to a party having actual knowledge.

R. Counterparts. This Agreement may be executed in any number of original counterparts. All such counterparts shall constitute but one and the same Agreement.

S. Governing Law. This Agreement shall be governed by and construed in accordance with the applicable laws of the United States, the State and the City.

T. Defined Terms. The definitions set forth in Section 1.1 shall control in the event of any conflict with the definitions used in the recitals hereto.

U. Rights of the City. Nothing in this Agreement shall be interpreted as limiting any other right that the City or the Department may have under Applicable Law.

V. General Provisions Governing City Contracts for Consultants, Professional and Technical Services. The parties to this Agreement understand and intend to be bound by the terms set forth in the General Provisions, as amended for Commercial Waste Zones Award Agreement, except that when the terms of the General Provisions conflict with terms of the other portions of this Agreement, the other terms shall supersede the terms in the General Provisions.

W. Violation of Law; Third-Party Privilege. No provision of this Agreement shall be construed as requiring a party to violate any Applicable Law in the performance of its duties hereunder, or to waive any legal privilege recognized by the courts of the State.

X. Delivery of Notices and Deliverables. Any notice or deliverable delivered in accordance with Section 18.1 (Notices) shall be sufficient to satisfy any requirement of providing such notice or delivery to the City.

Y. References to Section Numbers. All references in this Agreement to chapter, title, section, subdivision, paragraph or similar numbered provision in the Administrative Code or the Commercial Waste Zones Rules shall apply to any corresponding provision notwithstanding a renumbering or reorganization of such provision.

SECTION 1.3. COMPANY REPRESENTATIONS AND WARRANTIES. The Company represents and warrants that:

A. Existence and Powers. The Company is a [] duly organized, validly existing and in good standing under the laws of the State of [] and authorized to do business in the State, with the full legal right, power and authority to enter into and perform its obligations under this Agreement.

B. Due Authorization and Binding Obligation. This Agreement has been duly authorized, executed and delivered by all necessary action of the Company and constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except to the extent that its enforceability may be limited by the Bankruptcy Code or by equitable principles of general application.

C. No Conflict. Neither the execution and delivery by the Company of this Agreement nor the performance by the Company of its obligations in connection with the transactions contemplated hereby or the fulfillment by the Company of the terms or conditions hereof: (1) conflicts with, violates or results in a breach of any constitution, law or governmental regulation applicable to the Company; or (2) conflicts with, violates or results in a breach of any order, judgment or decree, or any contract, agreement or instrument to which the Company is a party or by which the Company or any of its properties or assets are bound, or constitutes a default under any of the foregoing.

D. No Litigation. To the best of its knowledge, there is no legal proceeding before or by any Governmental Body pending, overtly threatened or publicly announced against the Company, in which an unfavorable decision, ruling or finding could reasonably be expected to have a material and adverse effect on the execution and delivery of this Agreement by the Company, or the validity, legality or enforceability of this Agreement against the Company or any other agreement or instrument entered into by the Company in connection with the transactions contemplated hereby, or on the ability of the Company to perform its obligations hereunder or under any such other agreement or instrument.

E. Applicable Law Compliance. To the best of its knowledge, neither the Company nor any Subcontractor is in material violation of any law, order, rule or

regulation that is applicable to the conduct of its business under this Agreement and would adversely affect the Company's ability to conduct its business in accordance with this Agreement.

F. Claims or Demands. To the best of its knowledge, there are no material and adverse claims or demands based in environmental, contract or tort law pending or threatened against the Company or any of its affiliates that (1) would materially adversely affect the Company's ability to perform the Contract Services, or (2) if continuing beyond any applicable notice and cure period under this Agreement, would constitute a default hereunder.

G. Procurement of Agreement. No person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage fee, contingent fee, or any other compensation that is conditioned on securing this Agreement. No payment, gift or thing of value has been made, given or promised to obtain this Agreement.

H. Information Supplied by the Company. The information supplied and representations and warranties made by the Company in all submittals made in response to the RFP (as amended) and in all post-proposal submittals with respect to the Company (and, to the best of its knowledge, all information supplied in such submittals with respect to any Subcontractor) are true, correct and complete in all material respects.

I. Conflict of Interest. Neither the Company nor any of its directors, officers, members, partners or employees, has any interest nor shall they acquire any interest, directly or indirectly, which would or may conflict in any manner or degree with the conducting of its business in accordance with this Agreement and no person having such interest or possible interest shall be employed by it.

J. Fair Practices. Under penalty of perjury, to the best of The Company's knowledge:

(1) The maximum rates and other material terms in this Agreement have been arrived at independently without collusion, consultation, communication, or agreement (for the purpose of restricting competition, as to any matter relating to such prices) with any other proposer or with any competitor;

(2) Unless otherwise required by Applicable Law, the maximum rates and other material terms set forth in this Agreement which have been quoted in this Agreement and on the proposal submitted by the Company in response to the

RFP have not been knowingly disclosed by the Company prior to the proposal opening, directly or indirectly, to any other proposer or to any competitor; and

(3) No attempt has been made or will be made by the Company to induce any other person, partnership, corporation or other entity to submit or not to submit a proposal for the purpose of restricting competition.

K. BIC License.

(1) The Company has a license issued by the Business Integrity Commission pursuant to subdivision a of Section 16-505 of the Administrative Code and such license is in full force and effect as of the Execution Date of this Agreement; and

(2) Every Subcontractor authorized to perform commercial waste collection services as a Designated Carter under this Agreement has a license issued by the BIC pursuant to subdivision a of Section 16-505 of the Administrative Code and such license is in full force and effect as of the Execution Date of this Agreement.

ARTICLE II

TERM

SECTION 2.1. AGREEMENT EFFECTIVE DATE.

A. Definition of Effective Date. This Agreement shall be effective on _____ provided that the following have occurred:

- (1) The Agreement has been approved by the Corporation Counsel of the City of New York;
- (2) The Agreement has been executed and delivered by the Company;
- (3) The Agreement has been executed and delivered by the City; and
- (4) The Agreement has been registered by the New York City Comptroller.

If any of the items in (1) through (4) has not occurred prior to _____, the Effective Date shall be deemed to have occurred when all such items have occurred.

B. Rights and Obligations. This Agreement becomes legally binding on the parties hereto as of the Effective Date. With respect to each Designated Zone covered by the Agreement, rights and obligations begin on the Notice to Proceed Date, which shall correspond with the Implementation Start Date for such Designated Zone(s), except as otherwise provided herein.

SECTION 2.2. TERM.

A. Initial Term. The Initial Term shall be ten (10) years, beginning on the date of the Notice to Proceed, as described in Section 2.1B, unless terminated earlier pursuant to Article XXV (Defaults and Remedies). The Agreement may be renewed pursuant to subsection (B) of this Section.

B. Renewal Terms. The Department shall have the option, at its sole discretion, to renew this Agreement with respect to each Designated Zone for two additional periods of up to five (5) years each (each a “Renewal Term”).

- (1) City Notice of Exercise of Renewal Option. In order to exercise such renewal right with respect to a Designated Zone, the Commissioner, not later than 270 Days prior to the expiration of the then-applicable Term for such Designated Zone (the Initial Term or any Renewal Term), shall give the Company notice (a “City Notice of Renewal”) of its intent to exercise the City’s renewal option with

respect to such Designated Zone. Such City Notice of Renewal shall provide the length of such Renewal Term. If the City delivers the City Notice of Renewal, this Agreement as it relates to the applicable Designated Zone shall remain in effect during the Renewal Term. Renewal options available to the City may be exercised (or not exercised) separately for each Designated Zone. The Company acknowledges and agrees that such City Notice of Renewal constitutes “adequate” notice within the meaning of Subdivision a of Section 16-1002 of the Administrative Code.

(2) Company Option to Request City to Waive Renewal Option. The Company may at its option inform the City in writing not less than two (2) years (730 Days) prior to the end of the Initial Term of a Designated Zone that it does not want the Agreement to be renewed with respect to such Designated Zone. Upon receipt of such notice, the City may in its sole discretion, but may not be required to, irrevocably waive its right of renewal with respect to such Designated Zone.

ARTICLE III

AWARD OF RIGHTS

SECTION 3.1. AWARD.

A. Award of Rights. The City hereby grants the Company the rights and obligations set forth in this Agreement with respect to the Designated Zones set forth in Exhibit A-2 (List of Designated Zones) for the durations determined as set forth in this Agreement, as Exhibit A-2 may be adjusted in accordance with this Agreement. The Company acknowledges that pursuant to the Act, the Commissioner may amend the boundaries of a Zone or establish additional Designated Zones, or otherwise amend the Company's obligations under the CWZ Rules, as deemed appropriate by the Commissioner and consistent with the purposes of the Act, which may affect the Company's award of rights with respect to one or more Designated Zones.

B. Scope of Services. The key required services to be provided by the Company under this Agreement include, but are not limited to Commercial Waste collection services from Customers within the Designated Zones. The Company must provide continuous services and must meet all obligations required under and performed in accordance with the Agreement, the Act, the Department's CWZ Rules, and Applicable Law for the duration of the Term. The Company recognizes that the Department may amend the CWZ Rules in accordance with the Act at any time during the duration of the Term, and that the Company shall be required to meet such updated requirements in performance of this Agreement.

C. Acceptance of Rights. The Company hereby accepts the rights and obligations granted by the City to the Company in this Agreement and agrees to faithfully comply with the terms and conditions set forth herein.

D. Award Not Exclusive. The rights granted under this Agreement are not exclusive, and the Company acknowledges that up to two (2) additional awards may be granted by the City to other Awardees granting rights substantially similar to the rights granted to the Company under this Agreement in each Designated Zone, and up to five (5) additional awards may be granted by the City to other Awardees granting rights substantially similar to the Company under this Agreement for the collection, transport, removal and disposal of Citywide Containerized Commercial Waste. By accepting the rights and obligations granted hereunder the Company agrees that it will not challenge

or in any way contest such other awards as the City may make in implementing the provisions of the Act.

E. Subsequent Zone Awards. The Company acknowledges that at any time before the Effective Date of this Agreement or during the entire term of the Agreement, including any renewal term, the City may offer the Company the right to be designated as an Awardee in one or more Zones in addition to or in lieu of any of the Designated Zones identified in Exhibit A-2. The Company further acknowledges that the City may require the Company to assume such additional Zone(s), if it is in the best interests of the City, subject to the terms of this Agreement and consistent with the purposes of the Act. Such additional Zones will become Designated Zones for all purposes of this Agreement, after following the procedures described in Article XXIV (Assignment of New Zones).

F. Right to Conduct Business. The Company's business relationships with Commercial Establishments and Subcontractors are independent of this Agreement, and there is no City responsibility to any Subcontractors or Commercial Establishments.

G. Conditions of Award.

(1) The rights granted by and obligations set forth in this Agreement with respect to a Designated Zone shall commence only upon issuance by the Department of a Zone Notice to Proceed for the applicable Designated Zone; and

(2) the rights granted by this Agreement shall be conditioned on compliance by the Company with the terms and conditions of this Agreement.

H. Revocation of Award. The rights granted pursuant to this Agreement with respect to all Designated Zones or any individual Designated Zone shall be terminable by the City in accordance with the provisions of Article XXV (Defaults and Remedies).

SECTION 3.2. NOTICE TO PROCEED.

A. Zone Notice to Proceed. The rights and obligations granted under this Agreement with respect to any Designated Zone shall begin on the Notice to Proceed Date, which shall correspond to the Implementation Start Date for such Zone, unless as otherwise provided herein.

SECTION 3.3. CONDITIONS TO ISSUANCE OF A NOTICE TO PROCEED. Prior to the City issuing a Notice to Proceed, the following shall be met:

A. Approval of Emergency Action Plan. The Company shall have prepared and delivered an Emergency Action Plan for each Designated Zone satisfactory to the

Department and obtained Department approval thereof in accordance with Section 13.1 (Emergency Action Plan).

B. Approval of Telematics System. The Company must have received approval for the telematics system or systems that will be used on all commercial waste vehicles in accordance with Section 11.1(D) (Telematics).

C. Preparedness Report. Prior to the Implementation Start Date for each Designated Zone, the Company must prepare and submit to the Department:

(1) A summary of the Company's preparedness to meet all requirements for Awardees contained in the Act and the Department's CWZ rules on the first day of the Transition Period and all contractual obligations that commence on the Implementation Start Date;

(2) Adequate assurances to the Department that the Company will be able to meet such requirements on the Implementation Start Date; and

(3) Adequate assurances regarding availability of required collection equipment to commence the Transition Period and the assurances that additional collection equipment will become available as the Company acquires Customers during the Transition Period. The Company shall demonstrate that it will have all necessary equipment as of the Final Implementation Date.

D. License Remains Effective. The Company, as well as each Subcontractor authorized to perform commercial waste collection services as a Designated Carter under this Agreement, must have a valid license issued by BIC pursuant to subdivision a of Section 16-505 of the Administrative Code, and such license must be in full force and effect during the term of this Agreement, including any renewals thereof, or in the case of Designated Carters, for the entire time that such Designated Carter is authorized to collect commercial waste under the Subcontracting Plan, except as authorized in Section 15.1(B.2).

E. Evidence of Insurance. The Company must provide evidence of all insurance that is required in Section 19.1 (Insurance) in the timeframe and manner specified therein.

F. Plans. The Company shall have certified to the City that each of the CWZ Plans, as they apply to such Designated Zone is complete and accurate in all material respects with respect to the applicable Designated Zone. Any updates to such plans that the Company must make to ensure completeness and accuracy should be submitted to the Department for approval pursuant to the procedures set forth in Section 8.1(C)

(Amendments to CWZ Plans), and must be approved by the Department prior to the Agreement Effective Date, except as otherwise directed by the Department.

G. Worker Safety Training. The Company and each of its Designated Carters shall have provided any certifications of worker safety training required pursuant to Administrative Code Section 16-1008 that are due to be submitted on or before the Implementation Start Date.

H. Standard Contract Form. The Company shall have submitted a standard contract form that meets the requirements of 16 RCNY § 20-26 within 60 days of entering into this Agreement, received Department approval thereof, and submitted any subsequent changes to such form in accordance with 16 RCNY § 20-26.

I. Certification of Accuracy of Information Submitted. Prior to the Agreement Effective Date, the Company must notify the Department of any material change to the information that the Company submitted in response to the Request for Proposals regarding the Company or any of the Company's Subcontractors, including but not limited to conflicts of interests, violations of law or pending charges or investigations, changes to principals or organizational structure, or changes to the Company's or the Subcontractor's financial or operational capacity. The Department reserves the right to withhold or delay the Notice to Proceed on the basis of any such change. Prior to the Agreement Effective Date, the Company must certify to the Department that any material change to the information that the Company submitted in response to the Request for Proposals regarding the Company or any of the Company's Subcontractors has been submitted to the Department for the Department's review and approval.

ARTICLE IV

TRANSITION PERIODS

SECTION 4.1. TRANSITION PERIOD.

A. Transition Periods. Pursuant to paragraph 3 of subdivision e of section 16-1002 of the Administrative Code, the City has promulgated rules establishing a Transition Period for each Commercial Waste Zone and a Transition Period for Citywide Containerized Commercial Waste Collection Services. Such rules establish a start date for each Transition Period (Implementation Start Date) and an end date for each Transition Period (Final Implementation Date). The applicable Implementation Start Date and Final Implementation Date for the Designated Zones covered by this Agreement are listed in Exhibit A-2.

B. Implementation Start Date and Notice to Proceed. The Implementation Start Date for the Designated Zone(s) covered by this Agreement is the same as the Agreement Effective Date listed in Section 2.1, and will also be the same date provided in the Notice to Proceed issued by the Department pursuant to Section 3.2, except as otherwise provided herein. Nothing in this Agreement shall preclude the City from modifying an Implementation Start Date in accordance with the requirements and procedures of the Act.

SECTION 4.2. COMPANY DUTIES DURING TRANSITION PERIOD.

During any Designated Zone Transition Period, the Company shall fulfill the following duties:

A. Compliance with Customer Transition Plan. The Company shall operate during each applicable Transition Period in conformity with the Company's Customer Transition Plan, the Act, the Department's CWZ rules, and Applicable Law. Any changes to the Customer Transition Plan must be submitted for Department approval pursuant to Section 8.1(C) (Amendments to CWZ Plans).

B. Education and Outreach.

(1) The Company must comply with all provisions of the Company's Outreach and Education Plan applicable to the Transition Period.

(2) The Company must comply with all Department directives to distribute education and outreach notices and other informational materials regarding the Commercial Waste Zones program to Commercial Establishments

within the Designated Zones, and any directives to engage in additional forms of communication with Commercial Establishments within the Designated Zones, including but not limited to communications with particular Commercial Establishments or categories of Commercial Establishments within the Zone in the form and manner directed by the Department.

C. Offer to Provide Services. The Company shall offer to provide Commercial Waste collection services to all Commercial Establishments within a Designated Zone.

D. Ongoing Communication With the Department. A designated representative of the Company identified in the Company's Customer Transition Plan shall attend regular meetings with the Department (virtual or in person), at least twice per month during the duration of Transition Period. The Department will provide the schedule of such meetings with as much advance notice to the Company as practicable, but in no event shall the notice be provided to the Company less than 72 hours in advance, unless such prior notice is not feasible. The Department reserves the right to increase or decrease the frequency of such meetings, or to convene such meetings on an ad hoc basis, as issues related to the Transition Period may arise. Such meetings may be one-on-one with the Department or may include other Awardees, at the Department's discretion. The purpose of such meetings shall be for:

(1) The Company to update the Department on information relating to the Company's transition to the Commercial Waste Zones program, including but not limited to regular updates regarding onboarding of customers, scaling up of Company operations, procurement of necessary equipment, education and outreach efforts, and the Company's preparedness to service customers that may be assigned to the Company pursuant to Administrative Code section 16-1002(e), in accordance with the procedures outlined in Section 4.3(C) (Assignment of Customers);

(2) The Department to relay important program implementation information to the Company, including, but not limited to, information regarding commercial establishments that have not yet selected an Awardee within the Designated Zone;

(3) The Company and the Department to identify and troubleshoot emerging issues related to implementation to ensure a smooth and orderly transition to the Commercial Waste Zones program; and

(4) The Company and the Department to discuss additional Transition Period Deliverables described in Section 4.2(E) below.

E. Transition Period Deliverables. The Department may require the Company to provide the Department with additional deliverables during the Transition Period, including but not limited to additional reporting to the Department, additional communications with Commercial Establishments within the Designated Zone, or additional actions relating to scaling up or adjusting the Company's operations to ensure the Company's capacity to reliably service customers within the Zone. In such a case, the Department will provide reasonable notice to the Company in writing of such deliverables, and the timeframe by which such deliverables must be performed. The Department will be available to discuss such deliverables during the recurring meetings described in Section 4.2(D).

F. No Collusion or Interference. The Company shall not engage in collusion with other Awardees or interfere with any lawful agreement between a Licensee and a commercial establishment in violation of Section 14.2 (No Collusion or Interference), Section 16-1004 of the Administrative Code, the Act, the Department's Rules or Applicable Law.

G. Customer Register. During the entire duration of the Transition Period, the Company shall submit true and accurate customer lists to the Department on a daily basis in accordance with the procedures described in Section 21.3(A) (Transition Period). Pursuant to 16 RCNY § 20-26, a Commercial Establishment may only be considered a customer and reported on such a list after the Company has entered into a written service agreement with the customer in accordance with the Department's rules.

SECTION 4.3. END OF TRANSITION PERIOD AND CUSTOMER ASSIGNMENT.

A. The Transition Period for each Designated Zone shall end on the Final Implementation Date for the Zone, as set forth in Exhibit A-2.

B. Completion of Transition Period Deliverables. On or before the Final Implementation Date for each Designated Zone, the Company shall notify the City in writing that it has completed any Transition Period deliverables (as set forth in Section 4.2) for each Designated Zone, unless the deadline for such deliverables has been extended by the Department. The City shall then confirm whether the information submitted by the Company is accurate and shall notify the Company of such confirmation. If the City determines that there are additional tasks that the Company must complete, then the City shall notify the Company of such additional tasks. After the Company completes the tasks in question, the Company shall re-submit its notification that it has completed the Transition Period deliverables; the City shall then confirm the information as described above.

C. Assignment of Customers. Pursuant to subdivision (e) of Section 16-1002 of the Administrative Code and the Department's Rules, if a Commercial Establishment fails to enter into a written service agreement with a Zone Awardee selected for the Zone in which such Commercial Establishment is located (and/or a Citywide containerized commercial waste Awardee in accordance with the Department's Rules) by the Final Implementation Date for such Zone, the Department will assign a Zone Awardee to such Commercial Establishment and the processes and terms of service set forth in 16 RCNY § 20-26(e) shall apply, unless the Commercial Establishment selects a different Zone Awardee for commercial waste collection services. The Company acknowledges that the Department may assign one or more customers to the Company pursuant to such process in accordance with the Act and the Department's Rules. The Company must follow the requirements in 16 RCNY § 20-26(e) and all applicable provisions of the Act, the Department's rules, and all Department directives regarding provision of service to such customer(s).

ARTICLE V

DELIVERY OF COMMERCIAL WASTE COLLECTION SERVICES

SECTION 5.1. GENERAL COMMERCIAL WASTE COLLECTION SERVICES.

A. Compliance with Legal Requirements. The Company must perform Commercial Waste Collection Services in full compliance with the Act, the Department's Commercial Waste Zones Rules, all Department directives, and all applicable laws. The Company must ensure that all Subcontractors perform their duties under this Agreement in full compliance with the Act, the Department's Commercial Waste Zones Rules, all Department directives, and all applicable laws.

B. Denial of Service Generally Prohibited. The Company shall not deny, suspend, or terminate commercial waste collection service to any Commercial Establishment within a Designated Zone, except as provided in 16 RCNY § 20-22, as such rule may be amended, or as otherwise expressly provided in the Department's Rules.

C. Obligation to Provide Designated Recyclables Collection Service. The Company shall provide designated recyclable materials collection services to every customer, unless such customer is not required to arrange with a private carter for the collection of designated recyclable materials pursuant to 16 RCNY §1-10 and section 16-306 of the Administrative Code. Such service must be provided in accordance with 16 RCNY § 20-31, and all applicable laws and rules.

D. Obligation to Provide Organic Waste Collection Service.

(1) The Company shall provide organic waste collection services to any customer that is a designated covered establishment pursuant to subdivision b of Section 16-306.1 of the Administrative Code and that has elected collection of organic waste by a private carter.

(2) The Company shall provide organic waste collection services to customers that are not designated covered establishments pursuant to subdivision b of section 16-306.1 of the Administrative Code as specified in the Zero Waste Plan (Exhibit G). Such organic waste collection services must be provided in accordance with 16 RCNY § 20-32, and all applicable laws and rules.

SECTION 5.2. OFFER OF MINIMUM LEVEL OF SERVICE.

A. The Company must offer to provide each Commercial Establishment in each Designated Zone the following minimum level of service:

(1) At least two days of refuse collection per week;

(2) At least one day of designated recyclable materials collection per week; and

(3) If the commercial establishment is a designated covered establishment, at least one day of organics collection per week.

B. Nothing in this section shall prevent the Company and a Commercial Establishment from mutually agreeing on terms of service that include less frequent collection than the minimum level of service described in this section, provided that all other requirements of the Act, the Department's CWZ Rules, and this Agreement are met.

SECTION 5.3. RESTRICTIONS ON OPERATION IN COMMERCIAL WASTE ZONES.

A. The Company may only provide Commercial Waste collection services to Customers located in a Designated Zone. The Company is prohibited from providing Commercial Waste collection services to any Commercial Establishment that is not located in a Designated Zone.

B. Neither the Company, nor any of the Company's Designated Carters shall operate a collection route with pick-ups of commercial waste from customers in more than one Designated Zone, except as authorized by 16 RCNY § 20-30, or as otherwise directed by the Department.

SECTION 5.4. EXCLUDED WASTE.

A. The rights granted under this Agreement do not grant any rights with respect to Excluded Waste.

B. If the Company collects Excluded Waste from a customer within a commercial waste zone, the Company must comply with all applicable laws, rules and regulations governing the collection, transport, removal and disposal of such waste.

SECTION 5.5. OWNERSHIP OF WASTE. The Company accepts ownership of the Commercial Waste properly placed outdoors for collection by a Customer, unless otherwise agreed to in the applicable Customer Written Service Agreement. If the Company fails to properly pick up, transfer or dispose of a Customer's Commercial Waste, the City has the right, but not the obligation, to remedy such defect. The cost of any remedial action so taken by the City shall be borne by the Company, and the Company indemnifies the City against any costs and liabilities so incurred by the City. Any such remedial action taken by the City shall not constitute a change in ownership of the materials the Company failed to pick up, transfer or dispose of from the Company or Customer, as applicable, to the City.

ARTICLE VI

RATES AND CHARGES

SECTION 6.1. MAXIMUM RATES; PRICING STRUCTURE; FEES.

A. Maximum Rates. The Company shall not charge or accept rates or fees for the collection of commercial waste from a Customer in a Designated Zone above the maximum rates or maximum fees for such Designated Zone as set forth in Exhibit B (Customer Pricing Schedule for Designated Zones).

B. Negotiation of Rates. The Company shall have the right to negotiate rates and fees with Commercial Establishments within the Designated Zone(s) for commercial waste collection services below the maximum rate or maximum fee for such service set forth in Exhibit B hereto. In all cases, actual rates charged to Customers must be consistent with the requirements of the Act, the Department's CWZ Rules, and this Agreement, and the Company must only charge a customer in accordance with the pricing structure set forth in Exhibit B.

C. General Pricing Structure. In all cases, the actual rates charged to Customers for collection of commercial waste must reflect the following pricing structure:

- (1) A separately itemized charge based on frequency of collection by waste stream: refuse, designated recyclable materials and source separated organic waste; and
- (2) A separately itemized charge based on weight or volume of waste collected by waste stream: refuse, designated recyclable materials and source separated organic waste.

D. Discount for Recyclable Material. In all cases, the actual rate charged for collection of designated recyclable materials must be _____ percent lower than the rate for refuse collection services and the actual rate charged for collection of source separated organic waste must be _____ percent lower than the rate for refuse collection services, regardless of whether the Company is charging prices for refuse below the maximum rates, as set forth in Exhibit B.

E. Fees.

(1) The Company must not impose additional fees or charges beyond the two base components listed in the required pricing structure detailed in Section 6.1(C), except where such fees or charges are:

- (a) Expressly authorized by 16 RCNY § 20-21, as such rule may be amended; and
- (b) Expressly listed in Exhibit B, as such Exhibit may be amended in accordance with the procedures described in Section 6.1(E.2).

(2) The Company may seek Department approval to add additional fees to Exhibit B. Such request must be made in writing to the Department, with a description of the proposed fee and the proposed maximum fee amount. The Department will review such requests on an individual basis and will notify the Company in writing of its decision within a reasonable time period. If the Department approves such request, Exhibit B shall be amended to reflect such change.

F. The Company shall make available to Commercial Establishments within each Designated Zone the menu of services and the schedule of maximum rates and fees set forth in Exhibit B.

SECTION 6.2. RATE ADJUSTMENTS.

A. Automatic Adjustments to Maximum Rates. During the entire Term of Agreement, the Company’s maximum rates as set forth in Exhibit B (excluding fees) shall be adjusted every year on July 1st, provided that at least 12 months have passed since the Implementation Start Date. The rate adjustments shall be calculated as follows, using the percent change of the indices in the table below. The percent change in each index shall be calculated by dividing the previous full calendar year’s average index (from January 1 to December 31) by the full calendar year’s average index (from January 1 to December 31) of the year before.

For the first rate adjustment, if more than 12 months have passed since the Implementation Start Date, the percent change in each index shall be calculated on a prorated basis for the duration greater than 12 months since the Implementation Start Date.

<u>Category</u>	<u>Weight</u>	<u>Index</u>
<u>Labor</u>	<u>34%</u>	<u>Employment Cost Index: Total compensation for Private industry workers in Administrative and support and waste management and remediation services (U.S. Bureau of Labor Statistics Series ID: CIU20156000000001)</u>
<u>Fuel</u>	<u>4%</u>	<u>Energy Information Agency East Coast (PADD 1) Annual Retail Diesel Price Series</u>
<u>Truck Maintenance</u>	<u>9%</u>	<u>Consumer Price Index for All Urban Consumers: Motor Vehicle Parts and Equipment in U.S. City Average (U.S. Bureau of Labor Statistics Series ID: CUUR0000SETC)</u>

<u>Other</u>	<u>53%</u>	<u>Consumer Price Index for All Urban Consumers: All Items in New York-Newark-Jersey City, NY-NJ-PA (CBSA) (U.S. Bureau of Labor Statistics Series ID: CUURA101SA0)</u>
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Adjustments to the Company’s maximum rates as set forth in Exhibit B shall be made in units of one cent (\$0.01). Fractions less than one cent (\$0.01) shall not be considered when making adjustments.

The City shall provide the calculated annual percent change of the blended indices for use by the Company. If there is a delay in the publication of indices, the City will use the latest available indices to calculate the annual percent change in the indices. The City will provide this calculation 60 days prior to the date the rate adjustment will take effect, so that the Company can notify Customers accordingly.

The Company must provide each Customer at least 14 days written notice of any rate change in accordance with 16 RCNY § 20-26(b).

B. Adjustments to Maximum Rates as a Result of Company Petition. In addition to automatic maximum rate adjustments described in Section 6.2(A), the Company has the right to petition the Department for an adjustment to the Company’s maximum rates or maximum fees at any time during the course of this Agreement, by following the procedures described in 16 RCNY § 20-21(d).

ARTICLE VII

CUSTOMER SERVICE

SECTION 7.1. COMPLIANCE WITH CUSTOMER SERVICE RULES. The Company must comply with subchapter B of chapter 20 of title 16 of the rules of the City of New York, and all other applicable laws and requirements of this Agreement related to customer service, including but not limited to requirements to:

- A. Enter into a written service agreement with each customer in accordance with the requirements in 16 RCNY § 20-26;
- B. Submit a standard contract form that meets the requirements of 16 RCNY § 20-26 within 60 days of entering into this Agreement, and submit any subsequent changes to such form in accordance with 16 RCNY § 20-26;
- C. Provide a consolidated bill at least monthly to each customer in accordance with the requirements in 16 RCNY § 20-27;
- D. Follow procedures regarding non-collection of waste set forth in 16 RCNY §§ 20-23, 20-24;
- E. Follow the requirements regarding commercial waste generation audits provided in 16 RCNY § 20-29; and
- F. Provide required notifications to customers as directed by the Department in accordance with 16 RCNY § 20-28.

SECTION 7.2. COMPLIANCE WITH CUSTOMER SERVICE PLAN. The Company must comply with the terms of the Customer Service Plan in Exhibit F.

ARTICLE VIII

CWZ PLANS

SECTION 8.1. CWZ PLAN REQUIREMENTS.

A. Performance in Accordance with CWZ Plans. In performing Services under this Agreement, the Company shall comply with the Company's CWZ Plans. All CWZ Plans shall require operation in accordance with the Act, the Department's CWZ Rules, this Agreement, and all Applicable Law, whether such language is expressly stated therein.

B. Obligation to Review and Maintain Accuracy of CWZ Plans. The Company shall periodically review all CWZ Plans to ensure that each Plan reflects a true and accurate description of the Company's practices, protocols and operations. If a CWZ Plan differs materially from the Company's actual practices, protocols or operations, the Company must either conform its actions to comply with such Plan or must seek an amendment to the Plan pursuant to Section 8.1(C). During such periodic review, the Company shall also consider whether to propose an amendment to a CWZ Plan by following the procedures in Section 8.1(C) for any of the reasons described in Section 8.1(C.2).

C. Amendments to CWZ Plans.

(1) At any time during the Term, the Company may request an amendment to a CWZ Plan for any reason described in Section 8.1(C.2) by following the procedures in this section. The request must be made in writing to the Director of Commercial Waste and must include:

- (a) A detailed description of the proposed change;
- (b) The reason that the proposed change is needed; and
- (c) Any documentation supporting the need for the change that the Company deems relevant.

(2) All proposed amendments to CWZ Plans must be consistent with the Act, the Department's CWZ Rules, this Agreement and Applicable Law. The Department will consider amendments to a CWZ Plan for any of the following reasons:

- (a) The change is necessary to comply with a change in Applicable Law or improve the Company's compliance with the Act, the Department's CWZ Rules, this Agreement or Applicable Law;

(b) The change is being proposed to provide better commercial waste collection service to customers, to maintain or improve operational efficiency, to ensure continuity of service, or otherwise provide better service under this Agreement;

(c) The change is being proposed to promote the City's Goals and Objectives and the overall purposes of the Act;

(d) The change is being proposed to reflect changes in market or economic conditions, changes in the Company's finances, changes regarding Commercial Establishments in the Designated Zone(s), changes regarding the amount or types of commercial waste generated in the Designated Zone(s), advances in technology, or other relevant changed circumstances;

(e) Any other reason that is consistent with the Act, the Department's Rules, this Agreement, and Applicable Law.

(3) Any request for an amendment to the Subcontracting Plan that involves a change related to the use of Designated Carters must include a description of how such change is consistent with the City's Goals and Objectives and the purposes of the Act, including but not limited to, how such subcontracting will enhance public safety, minimize harmful environmental impacts and improve customer service. Any request to add a Subcontractor must be made after or at the same time as a request for Department approval of such Subcontractor pursuant to Section 16.1(A).

(4) The Department will review any proposed amendment for legal compliance and consistency with the City's Goals and Objectives and the overall purposes of the Act, and will either grant or deny such request at the Department's sole discretion. The Company acknowledges that the Department may direct the Company to provide additional information or documentation in order to respond to such request and the Company will comply with such direction within the time period directed. The Company will make the Company's and any Designated Carter's records available to the Department for inspection and will provide access to the Company's facilities or equipment and any Designated Carter's facilities or equipment, where the Department deems such access is necessary in order to make a determination regarding the requested amendment.

(5) The Department will provide a determination to the Company in writing regarding the request for an amendment within a reasonable time period.

The Company further acknowledges that the Department may request that the Company make changes to its proposed amendment before granting Department approval.

(6) The Company must continue to comply with the terms of its existing CWZ Plans pending the Department's review of any proposed amendment to a CWZ Plan.

(7) If the Department approves a request for an amendment to a CWZ Plan, the amended Plan shall be incorporated into this agreement as of the date of such approval, or as otherwise specified by the Department in the notice of approval.

ARTICLE IX

WASTE MANAGEMENT AND ZERO WASTE GOALS

SECTION 9.1. GENERAL.

A. The Company must ensure that all commercial waste collected from Customers pursuant to this Agreement is collected, transported and delivered to a disposal location in full compliance with Subchapter C of Chapter 20 of Title 16 of the Rules of the City of New York and all other CWZ Rules, the Act, Applicable Law, the Company's Zero Waste Plan (Exhibit G), Waste Management Plan (Exhibit H) and Air Pollution Reduction Plan (Exhibit J).

B. The Company must ensure that all commercial waste vehicles and facilities are properly operated and maintained in accordance with the requirements and standards set forth in Subchapter C of Chapter 20 of Title 16 of the Rules of the City of New York and all other CWZ Rules, the Act, Applicable Law and this Agreement.

SECTION 9.2. RECYCLING AND ORGANICS REQUIREMENTS.

A. The Company shall comply with all requirements regarding collection, transport, removal and disposal of designated recyclable materials and source separated organics set forth in Subchapter C of Chapter 20 of Title 16 of the Rules of the City of New York, the Act, Applicable Law, and the Company's Zero Waste Plan (Exhibit G), Waste Management Plan (Exhibit H) and Air Pollution Reduction Plan (Exhibit J), including but not limited to:

- (1) Requirements regarding proper disposal of designated recyclable materials contained in 16 RCNY § 20-31;
- (2) Prohibitions on commingling of designated recyclable materials with solid waste in the same vehicle contained in 16 RCNY § 20-31;
- (3) Requirements regarding collection of single stream recyclable materials with Department approval only, as applicable, contained in 16 RCNY § 20-31;
- (4) Requirements regarding collection of dual stream recyclable materials, contained in 16 RCNY § 20-31;
- (5) Prohibitions on commingling of source separated organic waste with other solid waste in the same vehicle contained in 16 RCNY § 20-32;
- (6) Restrictions regarding where source separated organic waste may be lawfully delivered contained in 16 RCNY § 20-32;
- (7) All requirements regarding notifications to customers and signs and decals for customers contained in 16 RCNY §§ 20-31 and 20-32;

B. The Company must take reasonable steps to ensure that its customers comply with the City's Recycling Laws, including but not limited to:

(1) Following the procedures regarding notifying customers of significant designated recyclable material content in refuse in the Company's Zero Waste Plan (Exhibit G);

(2) Engaging in customer education as needed; and

(3) Cooperating with the Department's efforts to promote compliance with recycling laws among Commercial Establishments, such as distributing educational materials to customers as directed by the Department, following notification requirements regarding customers that fail to comply with the City's recycling laws, as contained in 16 RCNY § 20-28, and fully cooperating with Department enforcement efforts.

SECTION 9.3. COMMERCIAL WASTE DISPOSAL: RECORDKEEPING AND REPORTING.

A. The Company must ensure that commercial waste collected during the term of this Agreement is only disposed of at facilities authorized by the Company's Waste Management Plan (Exhibit H), the Act, the Department's CWZ Rules, and Applicable Law.

B. The Company must ensure that a dump ticket, delivery receipt or other written record is obtained each time commercial waste is delivered from a customer to a waste transfer station, processing facility or any other location where such waste is dumped directly from the commercial waste vehicle that collected the waste from the customer, in accordance with 16 RCNY § 30-24(b).

C. The Company must collect and maintain information on the final processing location, final disposal location, final use, or final reuse of all commercial waste collected by the Company and any of its designated carters, and all other information required by 16 RCNY § 30-24, including but not limited to where the commercial waste is sent after it is first tipped, and the mode of transport, as specified, and in accordance with the requirements in such rule.

ARTICLE X

PROTECTION OF PROPERTY

SECTION 10.1. PROTECTION OF PROPERTY. The Company must, to the greatest extent possible, prevent damage to public and private rights of way and property. If the Company or any of its Designated Carters damages private property, it must immediately notify the property owner where feasible. If the Company or any of its Designated Carters damages public property, it must immediately notify the City by calling 311. The Company shall be responsible for all costs associated with the repair or replacement of property that has been damaged by the equipment, employees or agents of the Company or any of its designated carters, excluding damage from normal wear and tear. The Company must comply with 16 RCNY § 20-41 regarding any claims concerning property damage.

ARTICLE XI

COMMERCIAL WASTE VEHICLES

SECTION 11.1. VEHICLE SPECIFICATIONS. The Company must ensure that every Commercial Waste Vehicle meets the following requirements:

A. BIC Requirements. The commercial waste vehicle must be fully compliant with all BIC requirements regarding trade waste vehicles.

B. Sideguards. Any commercial waste vehicle that meets the definition of “trade waste hauling vehicle” under Administrative Code Section 16-526 must be in full compliance with such section and must be equipped with side guards by January 1, 2024, or by such earlier date as otherwise required by this Agreement.

C. Emissions standards.

(1) LL 38 of 2015. Every heavy duty commercial waste vehicle must be in full compliance with Administrative Code Section 24-163.11 and must be equipped with an engine certified to the applicable 2007 United States Environmental Protection Agency (EPA) standard or be retrofitted to meet the required standard by the Agreement Effective Date. Commercial waste vehicles are not eligible for waivers of this requirement.

(2) Zero Emissions Vehicles and Low Emissions Vehicles. If the Company intends to utilize any zero emissions vehicle or low emissions vehicle pursuant to its Air Pollution Reduction Plan, the Company is responsible for ensuring that such vehicle is maintained and operated in a manner consistent with all Applicable Law, and that the actual emissions from such vehicle when operated conform to the intended reduction or elimination of emissions. The Company is also responsible for ensuring that the Company has access to sufficient charging and fueling infrastructure to utilize such vehicle as intended to meet the commitments of its Air Pollution Reduction Plan, or must seek approval for an amendment to such Plan, where appropriate, by following the procedures in Section 8.1(C) (Amendments to CWZ Plans).

D. Telematics. Every commercial waste vehicle other than a bicycle must be equipped with a telematics system that meets the requirements of 16 RCNY § 20-56, the Company's Health and Safety Plan (Exhibit I), and Section 21.4 (Telematics Data) of this Agreement. Such system must be approved by the Department prior to the Agreement Effective Date, or prior to the date that the vehicle is first used as a commercial waste vehicle, whichever is later. Such system must also be approved prior to the date the vehicle is returned to use as a commercial waste vehicle following any replacement of or material alterations to such system.

E. Safety Requirements. Every commercial waste vehicle must meet all applicable requirements in Subchapter D of chapter 20 of title 16 of the Rules of the City of New York, including but not limited to requirements regarding obstructions on a windshield, cross-over mirrors, back-up cameras, and auxiliary lighting, as further described in Section 12.2 (Compliance with All Health and Safety Laws).

F. Standards for CWZ Vehicles and Hoppers. Every commercial waste vehicle, including hoppers and ancillary equipment, must be cleaned, maintained and presented in a manner that meets the requirements of 16 RCNY § 20-38.

G. Labelling. Every commercial waste vehicle must be labelled in accordance with 16 RCNY § 20-44.

H. CWZ Plans. The Company must ensure that it fully complies with all requirements regarding vehicle specifications and performance of commercial waste vehicles as under this Agreement, including any specifications for some or all commercial waste vehicles in the Health and Safety Plan (Exhibit I) and Air Pollution Reduction Plan (Exhibit J).

I. Applicable Law. The Company must ensure that commercial waste vehicles conform to all FMCSA and New York State law requirements and all other applicable requirements under federal, state and local law.

SECTION 11.2. VEHICLE MAINTENANCE AND INSPECTIONS. The Company must ensure that all Commercial Waste Vehicles are properly maintained and inspected in accordance with 16 RCNY §§ 20-44, 20-52, and all CWZ Rules, the Act, this Agreement, all applicable FMCSA and New York State requirements, and Applicable Law.

SECTION 11.3. NON-STANDARD VEHICLES. If the Company or any of its Designated Carters utilizes vehicles other than heavy duty commercial waste vehicles in the collection of commercial waste, such as vans, bicycles, or motorized scooters, such vehicles must be maintained and operated in a manner consistent with Applicable Law, including traffic safety laws and other laws governing public rights of way.

SECTION 11.4. NOTIFICATION OF NON-CWZ ACTIVITIES. If the Company intends to routinely use a commercial waste vehicle for activities other than the commercial waste collection services on an on-going basis, the Company must notify the Department of such usage.

ARTICLE XII

HEALTH AND SAFETY

SECTION 12.1. COMPLIANCE WITH HEALTH AND SAFETY PLAN. The Company shall comply with the requirements of its Health and Safety Plan that is attached hereto as Exhibit I.

SECTION 12.2. COMPLIANCE WITH ALL HEALTH AND SAFETY LAWS.

A. The Company shall comply with all applicable federal, State, and local laws related to public health and safety or the health and safety of its employees, including but not limited to requirements administered by the United States occupational safety and health administration, the United States department of transportation, the New York state department of transportation, the United States department of labor, and the New York state department of labor.

B. The Company shall ensure that the Company and each of its Designated Carters complies with the minimum safety requirements for Commercial Waste Awardees and Designated Carters contained in Subchapter C of chapter 20 of title 16 of the Rules of the City of New York, including but not limited to requirements regarding:

- (1) Safety records;
- (2) Safe vehicle operation;
- (3) Daily driver vehicle inspections and semi-annual qualified inspector inspections;
- (4) A requirement for cross-over mirrors;
- (5) A prohibition on obstructions to the windshield;
- (6) A requirement to install back-up cameras by January 1, 2026;
- (7) A requirement to install auxiliary exterior lighting by January 1, 2026; and
- (8) Minimum telematics systems requirements.

SECTION 12.3. WORKER SAFETY TRAINING.

A. The Company must ensure that the Company and any Designated Carter that will be providing commercial waste collection services under this Agreement provide a worker safety training program to its employees that meets the requirements of Administrative Code Section 16-1008. Every worker employed by the Company or the Designated Carter must receive the required worker safety training no later than 180 Days after the Execution Date of this Agreement. Workers who are hired after the Agreement is signed must receive this training within 90 Days after the start of employment or before the initial assignment of a worker to a job or task, whichever is

earlier. Workers must receive an annual refresher course in accordance with the requirements of Administrative Code Section 16-1008.

B. The Company must ensure that the Company and each of its Designated Carters certifies to the Department that it has met the requirements of Administrative Code Section 16-1008, in the form and manner as the commissioner may prescribe, no later than 180 Days after the Execution Date of this Agreement. For Designated Carters that are approved after the Execution Date, such certification must be provided to the Department on the date on which the Department approves the Designated Carter as a subcontractor. After the first year of the Agreement, the Company must ensure that the Company and each of its Designated Carters provides an annual certification to the Department in accordance with Administrative Code Section 16-1008(i).

SECTION 12.4. VEHICLE COLLISIONS. The Company must comply with the requirement to immediately notify the Department of collisions involving commercial waste vehicles as set forth in 16 RCNY § 20-43.

ARTICLE XIII

EMERGENCY ACTION PLANNING

SECTION 13.1. EMERGENCY ACTION PLAN.

A. The Company must prepare for submission and review by the Department an Emergency Action Plan, detailing procedures to be deployed in emergency situations, including but not limited to, fires, evacuations, spills, health, or weather emergencies, and addressing continuity and restoration of service in such instances.

B. No later than 30 Days after the Execution Date of this Agreement, the Emergency Action Plan must be submitted by the Company to the Department prior to the Implementation Start Date, and must be approved by the Department prior to the Agreement Effective Date.

C. The Company must follow its written Emergency Action Plan. If the Company seeks to make any changes to the Emergency Action Plan, it must follow the procedures for amending CWZ Plans, contained in Section 8.1(C) (Amendments to CWZ Plans).

SECTION 13.2. EMERGENCY SERVICES AND RESPONSE REQUIREMENTS.

A. The Company must comply with 16 RCNY § 20-42 and must designate a person or persons as the emergency contact to respond to emergencies. Such person or persons must be available 24 hours per day, 7 days per week.

B. In the event of an emergency, the Company must comply with all directives and orders of Department, and any other City, State or Federal agency.

ARTICLE XIV

PROFESSIONAL CONDUCT

SECTION 14.1. PROFESSIONAL CONDUCT GENERALLY. The Company shall ensure that all operations and services performed under this Agreement are conducted with a high standard of professionalism and in full compliance with Administrative Code Section 16-1005 (Conduct by Awardees and Designated Carters within Commercial Waste Zones), the Act, the Department's CWZ Rules and this Agreement.

SECTION 14.2. NO COLLUSION OR INTERFERENCE.

A. The Company shall not make any false, falsely disparaging or misleading oral or written statements or other representations to any Commercial Establishment that have the capacity, tendency or effect of misleading such Commercial Establishment regarding any aspect of the Commercial Waste Zones program, or engage in any threatening or extortive behavior when negotiating customer agreements, including but not limited to any statements declaring or suggesting that:

(1) A Commercial Establishment is required to enter into a service agreement with the Company because the Company is a Designated Carter in the Zone, or for any other reason;

(2) The Company is the only Designated Carter in the Zone, unless such statement is true and accurate;

(3) The Commercial Establishment must choose an Awardee other than the Company for commercial waste collection service, except where refusal of service is strictly authorized pursuant to the Department's CWZ rules; or

(4) The Commercial Establishment cannot negotiate more favorable rates or terms of service because the Company has been selected as a Designated Carter for the Zone, or for any other reason.

B. The Company shall not interfere or attempt to interfere by threats, intimidation, or coercion, or by destruction or damage of property or equipment, or by any other means, with performance of the terms of an Agreement entered into between the Department and another Awardee pursuant to Section 16-1002, or with the performance of any written service agreement between another Awardee and a Commercial Establishment.

C. The Company shall not engage in any act of collusion with any other Awardee regarding contractual arrangements with Commercial Establishments, including but not limited to any action or pattern of actions that suggests price fixing, pre-determined levels of service, pre-assignment of customers among Awardees, or any

other conduct that interferes with or attempts to interfere with competition among Awardees within a Designated Zone or the exercise of independent customer preference within the Commercial Waste Zones program.

SECTION 14.3. HARASSMENT. No employee or agent of the Company or any of its Designated Carters shall use obscene, or other abusive or harassing language, or engage in any other threatening, abusive or harassing behavior when performing services under this Agreement. The Company shall ensure that Designated Carters are not discourteous to customers or members of the general public, and shall behave in a professional manner at all times.

SECTION 14.4. NUISANCE. The Company, nor any of the Company's Designated Carters, shall conduct operations under this Agreement in a manner that creates a public nuisance, including but not limited to operations that generate excessive noise or nighttime disruption; or creation of a public safety hazard.

ARTICLE XV

MAINTENANCE OF BIC LICENSE

SECTION 15.1. MAINTENANCE OF BIC LICENSE.

A. Company Must Maintain BIC License. The Company must have a valid license issued by BIC pursuant to subdivision a of Section 16-505 of the Administrative Code, and such license must be in full force and effect during the entire Term of this Agreement. It is the Company's responsibility to seek renewal of such license in a timely manner such that the license does not lapse or expire.

B. BIC License for Designated Carters.

(1) Every Subcontractor authorized to perform commercial waste collection services as a Designated Carter under this Agreement must have a valid license issued by BIC pursuant to subdivision a of Section 16-505 of the Administrative Code, and such license must be in full force and effect during the entire period that the Designated Carter is authorized to collect commercial waste under the Subcontracting Plan, except as provided in Section 15.1(B.2).

(2) In the event that BIC promulgates rules pursuant to title 16-A of the Administrative Code authorizing persons to collect certain categories of commercial waste without a license, the Company may notify the Department of its intent to utilize a Designated Carter that may lawfully collect commercial waste without a license pursuant to such BIC rules and Administrative Code Section 16-1000 (definition of "Designated Carter"). Such change shall be treated as a change to the Company's Subcontracting Plan, and the Company must receive prior approval from the Department pursuant to Section 8.1(C) (Amendments to CWZ Plans) before such Designated Carter is authorized to collect commercial waste without a license pursuant to this Agreement, regardless of whether such Designated Carter had been previously approved by the Department as a licensee.

C. The Company must immediately notify the Department of any of the following regarding the Company's BIC License or the BIC License of any of the Company's Designated Carters:

(1) Any complaint, investigation or audit by BIC regarding such license or regarding trade waste collection service operations;

(2) Any proceeding to suspend or terminate such license;

(3) Any other material changes to such license or the status of such license.

ARTICLE XVI

SUBCONTRACTING

SECTION 16.1. SUBCONTRACTING GENERALLY.

A. All Subcontractors must be approved by the Department prior to commencing work under a subcontract.

(1) Approval when subcontract is \$20,000 or less. The Department hereby grants approval for all subcontractors other than Designated Carters providing services covered by this Agreement pursuant to a subcontract in an amount that does not exceed \$20,000.00. The Company must submit monthly reports to the Department listing all such Subcontractors and shall list the Subcontractor in the City's Payee Information Portal (www.nyc.gov/pip).

(2) Approval when subcontract is greater than \$20,000.

(a) The Company shall not enter into any subcontract for an amount greater than \$20,000.00 or any subcontract with a Designated Carter without the prior approval by the Department of the Subcontractor.

(b) Prior to entering into any subcontract for an amount greater than \$20,000.00 or any subcontract with a Designated Carter, the Company shall submit a written request for the approval of the proposed Subcontractor to the Department giving the name and address of the proposed subcontractor, the portion of the work and materials that it is to perform and furnish, and the estimated cost of the subcontract. If the Subcontractor is providing professional services under this Agreement for which professional liability insurance or errors and omissions insurance is reasonably commercially available, the Company shall submit proof of professional liability insurance in the amount required by Article XIX (Insurance; Security for Performance). In addition, the Company shall list the proposed Subcontractor in the City's Payee Information Portal (www.nyc.gov/pip) and provide the following information: maximum subcontract value, description of Subcontractor work, start and end date of the subcontract, and the Subcontractor's industry.

(c) Upon receipt of the information required above, the Department in its discretion may grant or deny preliminary approval for the Company to contract with the Subcontractor.

(d) The Department shall notify the Company within 30 Days whether preliminary approval has been granted. If preliminary approval is granted, the Company shall provide such documentation as may be requested by the Department to show that the proposed Subcontractor has the necessary facilities, skill, integrity, past experience and financial resources to perform the required work, including, the proposed subcontract and/or any other relevant items required by DSNY.

(e) Upon receipt of all relevant documentation, the Department shall notify the Company in writing whether the proposed Subcontractor is approved. If the proposed Subcontractor is not approved, the Company may submit another proposed Subcontractor unless the Company decides to do the work. No Subcontractor shall be permitted to perform work unless approved by the Department.

(f) For proposed subcontracts that do not exceed \$25,000.00, the Department's approval shall be deemed granted if the Department does not issue a written approval or disapproval within 45 Days of the Department's receipt of the written request for approval or, if PASSPort disclosures are required, within 45 Days of the Department's acknowledged receipt of fully completed disclosures for the Subcontractor.

B. All subcontracts must be in writing. All subcontracts shall contain provisions specifying that:

(1) The work performed by the Subcontractor must be in accordance with the terms of this Agreement, the Act, the Department's CWZ rules, and Applicable Law;

(2) Nothing contained in the agreement between the Company and the Subcontractor shall impair the rights of the City;

(3) Nothing contained in the agreement between the Company and the Subcontractor, or under the Agreement between the City and the Company, shall create any contractual relation between the Subcontractor and the City;

(4) The Subcontractor specifically agrees to be bound by Section 4.05(B) and Article 5 of Appendix A to this Agreement and specifically agrees that the City may enforce such provisions directly against the Subcontractor as if the City were a party to the subcontract; and

(5) The Subcontractor is prohibited from subcontracting any services or obligations required of the Subcontractor under the agreement between the Company and the Subcontractor to a third party.

C. The Company agrees that it is as fully responsible to the Department for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by such Subcontractors as it is for the acts and omissions of any person directly employed by it.

D. For determining the value of a subcontract, all subcontracts with the same Subcontractor shall be aggregated.

E. The Department may revoke the approval of a Subcontractor granted or deemed granted pursuant to Section 16.1(A) if revocation is deemed to be in the interest of the City in writing on no less than 10 Days' notice unless a shorter period is warranted by considerations of health, safety, integrity issues, or other similar factors. Upon the effective date of such revocation, the Company shall cause the Subcontractor to cease all work under the Agreement. The City shall not incur any further obligation for services performed by such Subcontractor pursuant to this Agreement beyond the effective date of the revocation.

F. The Department's approval of a Subcontractor shall not relieve the Company of any of its responsibilities, duties, and liabilities under this Agreement. At the request of the Department, the Company shall provide the Department a copy of any subcontract.

G. Individual employer-employee contracts are not subcontracts subject to the requirements of this Section 16.1.

H. The Company shall report in the City's Payee Information Portal payments made to each Subcontractor within 30 Days of making the payment. If any of the information provided in accordance with Section 16.1(A)(2)(b) changes during the term of this Agreement, the Company shall update the information in such Portal accordingly. Failure of the Company to list a Subcontractor and/or to report Subcontractor payments in a timely fashion may result in the Department declaring the Company in default of the Agreement and will subject Company to liquidated damages in the amount of \$100 per Day for each Day that the Awardee fails to identify a Subcontractor along with the required information about the Subcontractor and/or fails to report payments to a Subcontractor, beyond the time frames set forth herein or in the notice from the City.

I. Notices of Subcontractor Breach or Default. The Company shall notify the City promptly of any material breach or event of default occurring under a subcontract, and the probable effect on the Services. The Company shall keep the City apprised of the course of the dispute and shall advise the City of its ultimate resolution. The Company shall be responsible for settling and resolving with all Subcontractors all claims arising out of delay, disruption, interference, hindrance, or schedule extension caused by the Company or inflicted on the Company or a Subcontractor by the actions of another Subcontractor.

SECTION 16.2. SUBCONTRACTING WITH DESIGNATED CARTERS.

A. The Company must ensure that no entity performs commercial waste collection services under this Agreement other than the Company itself or a Designated Carter that: 1) is identified in the Subcontracting Plan (Exhibit C-1) and 2) has been approved by the Department.

B. Any subcontracting arrangement with a Designated Carter to perform commercial waste collection services under this Agreement must meet the requirements of this Section, in addition to all requirements in Section 16.1 for Subcontractors generally.

C. Limitations on Number of Designated Carters. Pursuant to the Act, during the entire Term of this Agreement, the Company may subcontract with no more than two (2) Designated Carters in each Designated Zone at any given time. A subcontracting arrangement with a Designated Carter that collects commercial waste exclusively using bicycles shall not count toward the numerical limit on Designated Carters as Subcontractors provided in this section, although such Subcontractor will be fully held to all requirements of Designated Carters and Subcontractors in every other way pursuant to the Act, the Department's CWZ rules, and this Agreement. There is no limit to the number of Subcontractors that the Company may use under this Agreement for services other than commercial waste collection services.

D. Further Subcontracting Prohibited. The Designated Carter is prohibited from subcontracting any of its duties as a Designated Carter to a third party.

E. BIC License.

(1) Every Subcontractor authorized to perform commercial waste collection services as a Designated Carter under this Agreement must have a valid license issued by BIC pursuant to subdivision a of Section 16-505 of the Administrative Code, and such license must be in full force and effect during the

entire period that the Designated Carter is authorized to collect commercial waste under the Subcontracting Plan, except as provided in Section 15.1(B.2).

F. HireNYC. Any subcontract with a Designated Carter must include the “Hiring and Employment Rider: HireNYC and Reporting Requirements” (Appendix B), and the Awardee must ensure that the Designated Carter meets the requirements therein.

SECTION 16.3. SUBCONTRACTING PLAN.

A. The Company must fully comply with the Subcontracting Plan (Exhibit C-1). Every subcontracting arrangement for services covered by this Agreement must be included in the Subcontracting Plan. The Company must follow the procedures in Section 8.1(C) (Amendments to CWZ Plans) to seek Department approval for any changes to the Company’s Subcontracting Plan. If the proposed change to the Subcontracting Plan involves adding a new Subcontractor, the Company must follow the procedures in Section 16.1(A) to obtain Department approval of the Subcontractor prior to or at the same time that the Company seeks approval to change the Subcontracting Plan.

ARTICLE XVII

MAINTENANCE OF EXISTENCE

SECTION 17.1. MAINTENANCE OF EXISTENCE.

A. Maintenance of Corporate Existence.

(1) No Consolidation, Merger, Sale, or Transfer. Company covenants that during the term of this Agreement it shall maintain its corporate existence, shall not dissolve or otherwise dispose of all or substantially all of its assets and shall not consolidate with or merge into another entity or permit one or more other entities to consolidate with or merge into it unless the successor is the Company and the conditions contained in clause (2) below are satisfied; provided, however, that the Company may consolidate with or merge into another entity, or permit one or more other entities to consolidate with or merge into it, or sell or otherwise transfer to another entity all or substantially all of its assets as an entirety and thereafter dissolve if the successor entity (if other than the Company), subject to approval by the Department, (a) assumes in writing all the obligations of the Company hereunder and, if required by law, is duly qualified to do business in the State, and (b) delivers to the City an opinion of counsel to the effect that its obligations under this Agreement are legal, valid, binding and enforceable subject to applicable bankruptcy and similar insolvency or moratorium laws.

(2) Continuation of Obligations. If a consolidation, merger or sale or other transfer is made as permitted by this Section, the provisions of this Section shall continue in full force and effect and no further consolidation, merger, sale, or other transfer shall be made except in compliance with the provisions of this Section. No such consolidation, merger or sale or other transfer shall have the effect of releasing the initial Company from its liability hereunder unless a successor entity has assumed responsibility for this Agreement as provided in this Section.

B. If the Company is acquired by another entity (regardless of whether the corporate existence of the Company remains), this Agreement shall terminate automatically, unless the City waives such termination in writing.

C. The foregoing provisions of Section 17.1 apply to all of Company's Subcontractors.

SECTION 17.2. EMPLOYEE RETENTION. No less than thirty calendar Days before the effective date of any change in control of the Company, the Company shall ensure that all requirements of Administrative Code Section 16-1006 have been met.

ARTICLE XVIII

NOTICES

SECTION 18.1. NOTICE.

A. The Awardee and the Department hereby designate the business addresses and email addresses specified in Section 18.2 (Addresses for Notice) as the places where all notices, directions, or communications from one such party to the other party shall be delivered, or to which they shall be mailed. Either party may change its notice address at any time by an instrument in writing executed and acknowledged by the party making such change and delivered to the other party in the manner as specified below.

B. Any notice, direction, or communication from either party to the other shall be in writing and shall be deemed to have been given when (i) delivered personally; (ii) sent by certified mail, return receipt requested; (iii) delivered by overnight or same day courier service in a properly addressed envelope with confirmation; or (iv) sent by email and, unless receipt of the e-mail is acknowledged by the recipient by email, deposited in a post office box regularly maintained by the United States Postal Service in a properly addressed, postage pre-paid envelope.

C. Nothing in this Section shall be deemed to serve as a waiver of any requirements for the service of notice or process in the institution of an action or proceeding as provided by Law, including the New York Civil Practice Law and Rules.

D. Nothing in this Section shall preclude either party from providing notice orally via telephonic or videoconference in the event of an emergency, if such notice is followed by written communication as soon as practicable.

E. Nothing in this Section shall abridge or affect in any way the City's authority to give oral directives to the Company under Applicable Law.

SECTION 18.2. ADDRESSES FOR NOTICE.

A. City Notice Address. All notices (other than Operating Notices) required to be given to the City shall be addressed as follows:

City of New York
Department of Sanitation
Bureau of Commercial Waste
375 Pearl Street, 18th Floor
New York, New York 10038
Attn: Director of Commercial Waste

with a copy to:

City of New York
Department of Sanitation
Bureau of Legal Affairs
125 Worth Street, Room 710
New York, New York 10013
Attn: Deputy Commissioner, Legal Affairs

B. Company Notice Address. All notices required to be given to the Company shall be addressed as follows:

[Company name]

[Company address]

C. Operating Notices. All informal communications regarding Services under this Agreement should be sent by the Company to the Director of Commercial Waste or his/her representative.

ARTICLE XIX

INSURANCE; SECURITY FOR PERFORMANCE

SECTION 19.1. INSURANCE.

A. Agreement to Insure. The Company shall maintain the following types of insurance throughout the term of this Agreement, including any applicable Renewal Term. All insurance shall meet the requirements set forth in this Section. Wherever this Section requires that insurance coverage be “at least as broad” as a specified form (including all ISO forms), there is no obligation that the form itself be used, provided that the Company can demonstrate that the alternative form or endorsement contained in its policy provides coverage at least as broad as the specified form.

B. Workers’ Compensation, Disability Benefits, and Employers’ Liability Insurance.

(1) The Company shall maintain workers’ compensation insurance, employers’ liability insurance, and disability benefits insurance, in accordance with State law on behalf of, or in regard to, all employees providing services under this Agreement.

(2) Within 10 Days of award of this Agreement or as otherwise specified by the Department, the Company shall submit proof of Company’s employers’ liability insurance to the Department. The employers’ liability insurance must comply with State law.

(3) Within 10 Days of award of this Agreement or as otherwise specified by the Department, and as required by New York State Workers’ Compensation Law §§ 57 and 220(8), the Company shall submit proof of Company’s workers’ compensation insurance and disability benefits insurance (or proof of a legal exemption) to the Department in a form acceptable to the New York State Workers’ Compensation Board. ACORD forms are not acceptable proof of such insurance. The following forms are acceptable:

(a) Form C-105.2, *Certificate of Workers’ Compensation Insurance;*

(b) Form U-26.3, *State Insurance Fund Certificate of Workers’ Compensation Insurance;*

- (c) Form SI-12, *Certificate of Workers' Compensation Self-Insurance*;
- (d) Form GSI-105.2, *Certificate of Participation in Worker's Compensation Group Self-Insurance*;
- (e) Form DB-120.1, *Certificate of Disability Benefits Insurance*;
- (f) Form DB-155, *Certificate of Disability Benefits Self-Insurance*;
- (g) Form CE-200, *Affidavit of Exemption*;
- (h) Other forms approved by the New York State Workers' Compensation Board; or
- (i) Other proof of insurance in a form acceptable to the City.

C. Other Insurance.

(1) Commercial General Liability Insurance. The Company shall maintain commercial general liability insurance with liability limits of no less than five million dollars (\$5,000,000) combined single limit per occurrence for bodily injury and property damage with no aggregate liability cap. The maximum deductible for such insurance shall be no more than fifty thousand dollars (\$50,000). Coverage must be at least as broad as the coverage provided by the most recently issued ISO Form CG 00 01, primary and non-contributory, and "occurrence" based rather than "claims-made." Such coverage shall list the City, together with its officials and employees, as an additional insured with coverage at least as broad as the most recently issued ISO Form CG 20 10 or CG 20 26 and, if construction is performed as part of the services, ISO Form CG 20 37.

(2) Commercial Automobile Liability Insurance. The Company shall maintain commercial automobile liability insurance of no less than two million dollars (\$2,000,000) combined single limit per accident for bodily injury and property damage for liability arising out of ownership, maintenance or use of any owned, non-owned, or hired vehicles to be used in connection with this Agreement. Coverage shall be at least as broad as the most recently issued ISO Form CA 00 01. If vehicles are used for transporting hazardous materials, the commercial automobile liability insurance shall be endorsed to provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS-90.

D. General Requirements for Insurance Coverage and Policies.

(1) Unless otherwise stated, all insurance required by Section 19.1 of this Agreement must:

(a) Be provided by companies that may lawfully issue such policies;

(b) Have an A.M. Best rating of at least A- / VII, a Standard & Poor's rating of at least A, a Moody's Investors Service rating of at least A3, a Fitch Ratings rating of at least A- or a similar rating by any other nationally recognized statistical rating organization acceptable to the New York City Law Department unless prior written approval is obtained from the New York City Law Department; and

(c) Be primary (and non-contributing) to any insurance or self-insurance maintained by the City (not applicable to professional liability insurance/errors and omissions insurance).

(2) The Company shall be solely responsible for the payment of all premiums for all required insurance policies and all deductibles or self-insured retentions to which such policies are subject, whether or not the City is an insured under the policy.

(3) There shall be no self-insurance program, including a self-insurance retention, exceeding \$10,000.00, with regard to any insurance required under this Section unless approved in writing by the Commissioner. Any such self-insurance program shall provide the City with all rights that would be provided by traditional insurance required under this Section, including but not limited to the defense obligations that insurers are required to undertake in liability policies.

(4) The limits of coverage for all types of insurance for the City, including its officials and employees, shall be the greater of (i) the minimum limits set forth in this Section or (ii) the limits provided to the Company as named insured under all primary, excess, and umbrella policies of that type of coverage.

E. Proof of Insurance.

(1) For each policy required under this Agreement, the Company shall file proof of insurance and, where applicable, proof that the City, including its officials and employees, is an additional insured with the Department within ten Days of award of this Agreement. The following proof is acceptable:

(a) A certificate of insurance accompanied by a completed certification of insurance broker or agent (included in this Agreement) and any endorsements by which the City, including its officials and employees, have been made an additional insured; or

(b) A copy of the insurance policy, including declarations and endorsements, certified by an authorized representative of the issuing insurance carrier.

(2) Proof of insurance confirming renewals of insurance required under Section 19.1 must be submitted to the Department prior to the expiration date of the coverage. Such proof must meet the requirements of this Section.

(3) The Company shall provide the City with a copy of any policy required under this Section upon the demand for such policy by the Commissioner or the New York City Law Department.

(4) Acceptance by the Commissioner of a certificate or a policy does not excuse the Company from maintaining policies consistent with all provisions of this Section (and ensuring that Subcontractors maintain such policies) or from any liability arising from its failure to do so.

(5) If the Company receives notice, from an insurance company or other person, that any insurance policy required under this Section shall expire or be cancelled or terminated for any reason, the Company shall immediately forward a copy of such notice to both the address referred to in the Notices section of this Agreement and to the New York City Comptroller, Attn: Office of Contract Administration, Municipal Building, One Centre Street, Room 1005, New York, New York 10007.

F. Miscellaneous.

(1) Whenever notice of loss, damage, occurrence, accident, claim, or suit is required under a policy required by this Section, the Company shall provide the insurer with timely notice thereof on behalf of the City. Such notice shall be given even where the Company may not be covered under such policy if this Agreement requires that the City be an additional insured (for example, where one of Contractor's employees was injured). Such notice shall expressly specify that "this notice is being given on behalf of the City of New York, including its officials and employees, as additional insured" (such notice shall also include the name of any other entity listed as an additional insured) and contain the following

information to the extent known: the number of the insurance policy; the name of the named insured; the date and location of the damage, occurrence, or accident; the identity of the persons or things injured, damaged, or lost; and the title of the claim or suit, if applicable. The Company shall simultaneously send a copy of such notice to the City of New York c/o Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department, 100 Church Street, New York, New York 10007. If the Company fails to comply with the requirements of this paragraph, the Company shall indemnify the City, together with its officials and employees, and any other entity listed as an additional insured, for all losses, judgments, settlements and expenses, including reasonable attorneys' fees, arising from an insurer's disclaimer of coverage citing late notice by or on behalf of the City together with its officials and employees, and any other entity listed as an additional insured.

(2) The Company's failure to maintain any of the insurance required by this Section shall constitute a material breach of this Agreement. Such breach shall not be waived or otherwise excused by any action or inaction by the City at any time.

(3) Insurance coverage in the minimum amounts required in this Section shall not relieve the Company or its Subcontractors of any liability under this Agreement, nor shall it preclude the City from exercising any rights or taking such other actions as are available to it under any other provisions of this Agreement or Law.

(4) With respect to insurance required by this Section (but not including professional liability/errors and omissions insurance), the Company waives all rights against the City, including its officials and employees, and any other entity listed as an additional insured for any damages or losses that are covered under any insurance required under this Section (whether or not such insurance is actually procured or claims are paid thereunder) or any other insurance applicable to the operations of the Company and/or its Subcontractors in the performance of this Agreement.

(5) In the event the Company requires any Subcontractor to maintain insurance with regard to any operations under this Agreement and requires such Subcontractor to list the Company as an additional insured under such insurance, the Company shall ensure that such entity also lists the City, including its officials and employees, as an additional insured. With respect to commercial

general liability insurance, such coverage must be at least as broad as the most recently issued ISO form CG 20 26.

ARTICLE XX

RECORDKEEPING

SECTION 20.1. RECORDKEEPING GENERALLY. The Company shall meet all recordkeeping requirements as set forth in the Act, the Department's CWZ Rules, and this Agreement. The Company shall ensure that all Subcontractors fully comply with all such recordkeeping requirements, as applicable.

ARTICLE XXI

REPORTING

SECTION 21.1. GENERAL REPORTING REQUIREMENTS. The Company shall meet all reporting requirements as set forth in the Act, the Department's CWZ Rules, and this Agreement, including but not limited to the required monthly and annual reports as set forth therein. Where the Act or the Department's CWZ Rules impose specific reporting requirements on Designated Carters, the Company shall also ensure that its Designated Carters comply with such requirements.

SECTION 21.2. ANNUAL REPORT. In addition to the periodic reporting requirements outlined within this Agreement and the Department's Rules, each Fiscal Year, the Company shall prepare a report (the "Annual Report") summarizing the status of operations with respect to each of the Designated Zones and including the information required by the Department's rules in a form and manner as specified by the Department. The Annual Report for the prior Fiscal Year (the period from July 1st through June 30th) shall be submitted to the Department by August 1st of each year.

SECTION 21.3. CUSTOMER REGISTERS.

A. Transition Period. The Company shall submit Transition Period customer lists required by Section 4.2(G) (Customer Register) on a daily basis during normal business days by entering the required data on the Department's Portal, in the form and manner directed by the Department.

B. Post-Transition Period. After the Final Implementation Date for the Designated Zone, the Company shall enter true and accurate updates of customer lists to the Department on a weekly basis, by entering the required data on the Department's Portal, in the form and manner directed by the Department.

C. Definition of "Customer." The Company shall only enter such information regarding customers that have signed a written service agreement in accordance with the requirements of 16 RCNY § 20-26.

D. Required Data. The Company shall report the Customer's legal name, address, and any other information required by the Department's rules and this Agreement.

SECTION 21.4. TELEMATICS DATA.

A. Every commercial waste vehicle must be equipped with a telematics system that meets the requirements of 16 RCNY § 20-56.

B. The telematics system must transmit vehicle location information to both the Company and the Department in real time, via cellular connection, at a minimum of twice per minute. The Company must transmit location data via an API in a format specified by the Department. The telematics system must be turned on and transmitting data at all times during every collection route.

C. The Company must provide a monthly summary of the telematics data required to be transmitted to the Company by 16 RCNY § 20-56, by zone and vehicle, in a format specified by the Department.

SECTION 21.5. SUBMISSION OF REPORTS ON CWZ PLANS. Not less than once each year, the Company shall submit to the Department a report evaluating the Company's compliance with its CWZ Plans and addressing whether the existing Plans are sufficient or whether modifications are necessary or desirable for any of the reasons listed in Section 8.1(C.2). Any proposed changes to the CWZ Plans must be submitted for Department approval by following the procedures in Section 8.1(C) (Amendments to CWZ Plans).

SECTION 21.6. DISPLACED EMPLOYEES LIST. The Company shall report to the City any employees hired from such list in accordance with paragraph 10 of subdivision a of §16-1007 of the Administrative Code.

ARTICLE XXII

CITY RIGHT OF INSPECTION

SECTION 22.1. CITY RIGHT OF INSPECTION.

A. Facilities and Equipment. The City has the right to inspect the Company's facilities and equipment and the facilities and equipment of any of the Company's Designated Carters at any time for purposes of ensuring compliance with this Agreement. The Company must allow the City, or any of its agents, into any such facility at the City's request.

B. Vehicles. The City has the right to inspect any commercial waste vehicle, upon demand, at any time. The Company must allow the City or any of its agents into such vehicle upon the City's request.

ARTICLE XXIII

WHISTLEBLOWER PROTECTIONS

SECTION 23.1. WHISTLEBLOWER PROTECTION EXPANSION ACT.

A. In accordance with Local Laws 30 and 33 of 2012, codified at Admin. Code §§ 6-132 and 12-113, respectively,

(1) The Company shall not take an adverse personnel action with respect to an officer or employee in retaliation for such officer or employee making a report of information concerning conduct which such officer or employee knows or reasonably believes to involve corruption, criminal activity, conflict of interest, gross mismanagement or abuse of authority by any officer or employee relating to this Agreement to (i) the Commissioner of the Department of Investigation, (ii) a member of the New York City Council, the Public Advocate, or the Comptroller, or (iii) the City Chief Procurement Officer, ACCO, Agency head, or Commissioner.

(2) If any of the Company's officers or employees believes that he or she has been the subject of an adverse personnel action in violation of this Section, he or she shall be entitled to bring a cause of action against the Company to recover all relief necessary to make him or her whole. Such relief may include but is not limited to: (i) an injunction to restrain continued retaliation, (ii) reinstatement to the position such employee would have had but for the retaliation or to an equivalent position, (iii) reinstatement of full fringe benefits and seniority rights, (iv) payment of two times back pay, plus interest, and (v) compensation for any special damages sustained as a result of the retaliation, including litigation costs and reasonable attorney's fees.

(3) The Company shall post a notice provided by the City (attached hereto) in a prominent and accessible place on any site where work pursuant to the Agreement is performed that contains information about:

(a) How its employees can report to the New York City Department of Investigation allegations of fraud, false claims, criminality or corruption arising out of or in connection with the Agreement; and

(b) The rights and remedies afforded to its employees under Admin. Code §§ 7-805 (the New York City False Claims Act) and 12-113 (the Whistleblower Protection Expansion Act) for lawful acts taken in connection with the reporting of allegations of fraud, false claims, criminality or corruption in connection with the Agreement.

(4) For the purposes of this Section, “adverse personnel action” includes dismissal, demotion, suspension, disciplinary action, negative performance evaluation, any action resulting in loss of staff, office space, equipment or other benefit, failure to appoint, failure to promote, or any transfer or assignment or failure to transfer or assign against the wishes of the affected officer or employee.

(5) This Section is applicable to all of the Company’s subcontractors having subcontracts with a value in excess of \$100,000.00; accordingly, the Company shall include this Section in all subcontracts with a value in excess of \$100,000.00.

SECTION 23.2. ADMINISTRATIVE CODE SECTION 16-1009.

A. Pursuant to Administrative Code Section 16-1009, it is unlawful for the Company or any Designated Carter or the agent of the Company or any Designated Carter to take or threaten to take a retaliatory personnel action, as defined by Section 740 of the labor law, against an employee of the Company or such Designated Carter for reporting to the officer or employee of any city agency information concerning the conduct of the Company or such Designated Carter or such agent, which the employee knows or reasonably believes to involve a violation of the provisions of the Act, the Department’s CWZ Rules, or the terms of this Agreement.

B. This Section is applicable to all of the Company’s Subcontractors; accordingly, the Company shall include this Section in all subcontracts.

ARTICLE XXIV

ASSIGNMENT OF ADDITIONAL ZONES DURING THE TERM

SECTION 24.1. SELECTION CRITERIA.

A. In determining which Awardee(s) to offer or assign a Zone that becomes available after this Agreement has been executed, such as in the case of the default of another Awardee in the Zone, or in other circumstances, as solely determined by the Department, in accordance with the Act, the City will consider several factors, including:

(1) The Awardee's prior performance and compliance with the requirements of this Agreement, the Act, the CWZ Rules, and all other Applicable Laws;

(2) The Awardee's operational and financial capacity to assume such additional Zone and service additional Customers within such Zone; and

(3) Any other factors the City determines to be relevant, consistent with the purposes of the Act.

SECTION 24.2. PROCEDURES.

A. Prior to offering or assigning an additional Zone under this Agreement, the Department may request additional information from the Company regarding the Company's operational or financial capacity to perform the required services within the Zone or any other information the Department deems relevant to determining whether assignment of the Zone to the Company is within the best interests of the City.

B. The Department will provide the Company with reasonable advanced written notice of any new Zone assignment and will issue a Zone Notice to Proceed setting forth the date of commencement of service in the newly assigned Zone. All obligations and duties with regard to the newly assigned Zone shall begin on the date in the Notice to Proceed.

C. Upon commencement of service in the new Zone, the Company agrees to provide such additional information and assurances to the Department regarding the customer transition, and to perform any additional duties necessary to ensure a smooth and orderly transition of service. The Company agrees to provide updates to the Department on a biweekly basis for a period of 90 Days after the commencement of service in the new Zone, unless otherwise agreed upon by the parties.

ARTICLE XXV

DEFAULTS AND REMEDIES

SECTION 25.1. BREACHES REQUIRING NOTICE AND ALLOWING CURE.

A. Each of the following shall constitute a breach by the Company upon which the City, in its sole discretion, may, after following the procedures described in this Section: (1) terminate this Agreement, or (2) terminate Company's rights to perform the Services in a Designated Zone:

(1) Noncompliance with any provision, term or condition of this Agreement (other than those in Section 25.2 (Breaches That are Automatic and Not Curable)), including unsatisfactory performance of the services;

(2) Noncompliance with Customer Written Service Agreements;

(3) Noncompliance with applicable federal, State, and City Laws, including the requirements in the Hiring and Employment Rider, attached hereto as Appendix B;

(4) Insolvency or the commencement of any proceeding by or against the Awardee, either voluntarily or involuntarily, under the Bankruptcy Code or relating to the insolvency, receivership, liquidation, or composition of the Awardee for the benefit of creditors;

(5) If the Company refuses or fails to proceed with the services under the Agreement when and as directed by the Commissioner;

(6) If the Company or any of its officers, directors, partners, five percent or greater shareholders, principals, or other employee or person substantially involved in its activities are indicted or convicted after execution of the Agreement under any state or federal law of any of the following:

(a) A criminal offense incident to obtaining or attempting to obtain or performing a public or private contract;

(b) A detailed description of the proposed change; fraud, embezzlement, theft, bribery, forgery, falsification, or destruction of records, or receiving stolen property;

(c) A criminal violation of any state or federal antitrust law;

(d) Violation of the Racketeer Influence and Corrupt Organization Act, 18 U.S.C. §§ 1961 *et seq.*, or the Mail Fraud Act, 18

U.S.C. §§ 1341 *et seq.*, for acts in connection with the submission of bids or proposals for a public or private contract;

(e) Conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any statute described in subparagraph (d) above; or

(f) An offense indicating a lack of business integrity that seriously and directly affects responsibility as a City vendor.

(7) If the Company or any of its officers, directors, partners, five percent or greater shareholders, principals, or other employee or person substantially involved in its activities are subject to a judgment of civil liability under any state or federal antitrust law for acts or omissions in connection with the submission of bids or proposals for a public or private contract;

(8) If the Company or any of its officers, directors, partners, five percent or greater shareholders, principals, or other employee or person substantially involved in its activities makes or causes to be made any false, deceptive, or fraudulent material statement, or fail to make a required material statement in any bid, proposal, or application for City or other government work; or

(9) Failure to remit administrative fees to the City required by 16 RCNY § 20-03.

B. If any of the above breaches occurs during the course of this Agreement, and the Director of Commercial Waste determines either that (i) such breach is of a level of materiality that warrants prompt remediation or (ii) the breach is part of an ongoing pattern of persistent and repeated breaches, any of which might not rise to the level of materiality set forth in clause (i), the Director of Commercial Waste may require that a representative of the Company meet with the Director of Commercial Waste or a designee within the Department and confer in good faith in an effort to agree on a resolution and cure of the breach or breaches. If the parties are unable to agree on an informal resolution or cure of the breach within ten (10) business Days, the Department shall have the right to terminate this Agreement in accordance with this section.

C. Following the ten (10) Day meeting period described above Section 25.1(B), the Director of Commercial Waste shall have given written notice to the Company specifying that a particular default (or defaults) exist which will, unless corrected, constitute a material breach of this Agreement on the part of the Company. The notice of

the default shall be signed by the Commissioner and shall set forth the ground or grounds upon which such default is declared (“Notice to Cure”). The Awardee shall have ten Days from receipt of the Notice to Cure or any longer period that is set forth in the Notice to Cure to cure the default. The Commissioner may temporarily suspend services under the Agreement pending the outcome of the default proceedings pursuant to this Section.

D. If the conditions set forth in the Notice to Cure are not cured within the period set forth in the Notice to Cure, the Commissioner may declare the Awardee in default pursuant to this Section. Before the Commissioner may exercise his or her right to declare the Awardee in default, the Commissioner shall give the Awardee an opportunity to be heard upon not less than five business days’ notice. The Commissioner may, in his or her discretion, provide for such opportunity to be in writing or in person. Such opportunity to be heard shall not occur prior to the end of the cure period but notice of such opportunity to be heard may be given prior to the end of the cure period and may be given contemporaneously with the Notice to Cure.

E. After the opportunity to be heard, the Commissioner may terminate the Agreement, in whole or in part, or with respect to a specific Zone or Zones upon finding the Awardee in default pursuant to this Section, as specified in the notice, as described in Section 25.3 (Procedures for Termination).

SECTION 25.2. BREACHES THAT ARE AUTOMATIC AND NOT CURABLE.

A. Each of the following shall constitute an Event of Default by the Company upon which the City, in its sole discretion, by notice to the Company may, without any requirement of having given notice previously or of providing any further cure opportunity, (1) terminate this Agreement, or (2) terminate Company’s rights to perform the Services in a Designated Zone:

- (1) Revocation of BIC License; and
- (2) Impermissible merger/acquisition, pursuant to Section 17.1(A.1) (No Consolidation, Merger, Sale, or Transfer), or impermissible assignment or sale pursuant to Article 3 of Appendix A to this Agreement.

B. If any of the above breaches occur, then the City may terminate the Agreement for cause, as described in Section 25.3 (Procedures for Termination).

SECTION 25.3. PROCEDURES FOR TERMINATION.

A. The Department shall give the Company written notice of any termination of this Agreement. Such notice shall specify the applicable provision(s) under which the Agreement is terminated and the effective date of the termination. Except as otherwise

provided in this Agreement, the notice shall comply with the provisions of this Section and Article XVIII (Notices). The effective date of the termination shall not be less than ten Days from the date the notice is personally delivered, or 15 Days from the date the notice is either sent by certified mail, return receipt requested, delivered by overnight or same day courier service in a properly addressed envelope with confirmation, or sent by email and, unless the receipt of the email is acknowledged by the recipient by email, deposited in a post office box regularly maintained by the United States Postal Service in a properly addressed postage pre-paid envelope, or such earlier date as the Commissioner may determine.

B. Maintenance of Operations. The Company must continue to provide Commercial Waste collection services under this Agreement to all Customers until the date of Termination, except as otherwise directed by the Department. If the Department terminates the Agreement in part, the Company shall continue the performance of the Agreement to the extent not terminated.

C. Upon termination or expiration of this Agreement, the Awardee shall comply with the Department close-out procedures, including but not limited to:

(1) Furnishing within 10 Days an inventory to the Department of all containers or other equipment used in service of this Agreement that is physically located on the property of any Customer or on public property;

(2) Removing all containers or other equipment owned by the Company from the property of any Customer or on public property used in service of this Agreement no later than 20 Days after the Termination or Expiration of this Agreement, except as otherwise agreed by the Customer or owner of such property, and carrying out any Department or City directive concerning the disposition of such containers or other equipment. Any such container or other equipment that is not so removed within 20 Days of the termination or expiration of this Agreement, except as authorized in this Section, is subject to removal by the City;

(3) Turning over to the Department or its designees all books, records, documents and material specifically relating to this Agreement that the Department has requested be turned over;

(4) Submitting to the Department, within 90 Days, a final statement and report relating to the Agreement.

(5) Paying all assessed liquidated damages to the Department, as specified in the Agreement; and

(6) Providing reasonable assistance to the Department and other Awardees to ensure a smooth and orderly transition of customers to a new service provider.

D. The Commissioner, after declaring the Awardee in default, may have the services under the Agreement completed by such means and in such manner, by Agreement, or otherwise, as he or she may deem advisable, consistent with the Act, the Department's Rules and Applicable Law.

E. Under no circumstances shall the Company provide commercial waste collection services in a Commercial Waste Zone after the date of termination or expiration of this Agreement with respect to such Zone, except where expressly so authorized pursuant to a subsequent Agreement with the Department.

SECTION 25.4. FORCE MAJEURE.

A. For purposes of this Agreement, a force majeure event is an act or event beyond the control and without any fault or negligence of the Company ("Force Majeure Event"). Such events may include, but are not limited to, fire, flood, earthquake, storm or other natural disaster, pandemic, civil commotion, war, terrorism, riot, and labor disputes not brought about by any act or omission of the Company.

B. In the event the Company cannot comply with the terms of the Agreement (including any failure by the Company to make progress in the performance of the services) because of a Force Majeure Event, then the Company may ask the Commissioner to excuse the nonperformance and/or terminate the Agreement. If the Commissioner, in his or her reasonable discretion, determines that the Company cannot comply with the terms of the Agreement because of a Force Majeure Event, then the Commissioner shall excuse the nonperformance and may terminate the Agreement. Such a termination shall be deemed to be without cause.

C. If the City terminates the Agreement pursuant to this Section, the Company shall be entitled to all remedies set forth in its written service agreements with Customers or otherwise available under Applicable Law.

SECTION 25.5. RESOLUTION OF DISPUTES.

A. All disputes between the City and the Company that arise under, or by virtue of, this Agreement shall be finally resolved in accordance with the provisions of this Section. This procedure shall be the exclusive means of resolving any such disputes.

B. All determinations required by this Section shall be clearly stated, with a reasoned explanation for the determination based on the information and evidence presented to the party making the determination.

C. During such time as any dispute is being presented, heard, and considered pursuant to this Section, the Agreement terms shall remain in full force and effect and, unless otherwise directed by the ACCO or the Director of Commercial Waste, the Company shall continue to perform work in accordance with the Agreement and as directed by the ACCO or the Director of Commercial Waste. Failure of the Company to continue the work as directed shall constitute a waiver by the Company of any and all claims being presented pursuant to this Section and a material breach of contract.

D. Presentation of Dispute to Commissioner.

(1) Notice of Dispute and Agency Response. The Company shall present its dispute in writing ("Notice of Dispute") to the Commissioner within the time specified herein, or, if no time is specified, within 30 Days of receiving written notice of the determination or action that is the subject of the dispute. This notice requirement shall not be read to replace any other notice requirements contained in the Agreement. The Notice of Dispute shall include all the facts, evidence, documents, or other basis upon which the Company relies in support of its position. Within 30 Days after receipt of the complete Notice of Dispute, the ACCO and the Director of Commercial Waste shall submit to the Commissioner all materials they deem pertinent to the dispute. Following the initial submissions to the Commissioner, the Commissioner may require the production of any document or other material that may be relevant to the dispute. Any question of relevancy shall be determined by the Commissioner whose decision shall be final. Willful failure of the Company to produce any requested material whose relevancy the Company has not disputed, or whose relevancy has been affirmatively determined, shall constitute a waiver by the Company of its claim.

(2) Commissioner Inquiry. The Commissioner shall examine the material and may, in his or her discretion, convene an informal conference with the Company, the ACCO, and the Director of Commercial Waste to resolve the issue by mutual consent prior to reaching a determination. The Commissioner may seek such technical or other expertise as he or she shall deem appropriate, including the use of neutral mediators, and require any such additional material from either or both parties as he or she deems fit. The Commissioner's ability to render, and the effect of, a decision hereunder shall not be impaired by any

negotiations in connection with the dispute presented, whether or not the Commissioner participated therein. The Commissioner may or, at the request of any party to the dispute, shall compel the participation of any other awardee or contractor with a contract related to the work of this Agreement and that awardee or contractor shall be bound by the decision of the Commissioner. Any other awardee or contractor thus brought into the dispute resolution proceeding shall have the same rights and obligations under this Section as the Company initiating the dispute.

(3) Commissioner Determination. Within 30 Days after the receipt of all materials and information, or such longer time as may be agreed to by the parties, the Commissioner shall make his or her determination and shall deliver or send a copy of such determination to the Company and ACCO.

(4) Finality of Commissioner Decision. The Commissioner’s decision shall be final and binding on all parties. Any party may seek review of such final determination of the Commissioner solely in the form of a challenge, filed within four months of the date of the Commissioner’s decision, in a court of competent jurisdiction of the State of New York, County of New York pursuant to Article 78 of the Civil Practice Law and Rules. Such review by the court shall be limited to the question of whether or not the Commissioner’s decision was made in violation of lawful procedure, was affected by an error of Law, or was arbitrary and capricious or an abuse of discretion.

E. Any termination, cancellation, or alleged breach of the Agreement prior to or during the pendency of any proceedings pursuant to this Section shall not affect or impair the ability of the Commissioner to make a binding and final decision pursuant to this Section.

SECTION 25.6. LIQUIDATED DAMAGES.

A. Company shall be subject to liquidated damages for the following reasons for conduct in the scope of this Agreement in the following amounts:

Performance Standard and Conditions When Liquidated Damages Will Apply	Administrative Assessment
Failure to collect a missed collection within 36 hours of receiving a customer	\$50 per occurrence; \$50 for each day thereafter in the case of a continuing

Performance Standard and Conditions When Liquidated Damages Will Apply	Administrative Assessment
complaint or notification by the Department	violation, subject to the cure procedures in <u>Section 25.6(B)</u> .
A material violation of a CWZ plan.	\$2,000 per each material and measurable violation from an approved plan for which the Company has not advised the City in writing that it needs to depart from an approved plan. If the Company is required to deviate from an approved plan prior to the submission of an updated plan, the Company should notify the City in writing of such required deviation to avoid incurrence of this liquidated damage, subject to the cure procedures in <u>Section 25.6(B)</u> .
Use of obscene or abusive or harassing speech, or other forms of threatening, abusive or harassing behavior in violation of Section 14.3.	\$300 per occurrence
Failure to list a subcontractor on the Subcontracting Plan	\$100 per day for each day that the Awardee fails to identify a subcontractor along with the required information about the subcontractor, subject to the cure procedures in <u>Section 25.6(B)</u> .
Failure to pay for damage to a customer's property or other private property, caused by or resulting from the actions of the Company or its designated carters, within 14 days of occurrence of such damage.	\$500 per occurrence, subject to the cure procedures in <u>Section 25.6(B)</u>
Violations of the requirements of Appendix B (Hiring and Employment Rider)	\$2,500 per breach of the rider for Awardee's or Designated Carter's failure to enroll in HireNYC; for not informing HireNYC, as required, of open positions;

Performance Standard and Conditions When Liquidated Damages Will Apply	Administrative Assessment
	and/or for failure to interview a qualified candidate. \$500 per breach of the rider for all other material and measurable breaches, subject to the cure procedures in <u>Section 25.6(B)</u> .
Violation of <u>Section 16.1(H)</u> , reporting subcontractors in the City’s Payee Information Portal	\$100 per day, subject to the cure procedures in <u>Section 25.6(B)</u>

B. Prior to any assessment of Liquidated Damages for those performance standards and liquidated damages specifically identified in Section 25.6(A), the Department shall notify the Company of the potential for Liquidated Damages, and the Company shall have ten (10) Days to resolve or cure the alleged deficiency. If the issue or matter is resolved within 10 Days to the Department’s satisfaction, no Liquidated Damages shall be issued.

C. If the issue or matter is not resolved and Liquidated Damages are issued by the Department, the Company may seek review of such imposition of Liquidated Damages solely in the form of a challenge, filed within four months of the date of the imposition of Liquidated Damages, in a court of competent jurisdiction of the State of New York, County of New York pursuant to Article 78 of the Civil Practice Law and Rules. Such review by the court shall be limited to the question of whether or not the imposition of Liquidated Damages was arbitrary and capricious or an abuse of discretion.

D. The liquidated damages sums indicated in this Agreement, including as set forth in Appendix A to this Agreement, are fixed and agreed as the liquidated damages that the City will suffer by reason of such noncompliance and not as a penalty.

SECTION 25.7. MONITORING COMPLIANCE WITH APPLICABLE LAWS

A. Labor. In the event that the Department becomes aware that the Company or any of its Subcontractors is in violation of any of the following laws and notifies the Company of such situation, the Company must immediately cure the violation and send

monthly payroll records and/or any other relevant records requested by the Department at such time demonstrating compliance with the applicable provision of law for six months following such notification, as may be further specified by the Department in such notice:

(1) Any violation of Article 19 of the New York State Labor Law (Minimum Wage Act) or any other applicable state minimum wage law or implementing regulation;

(2) Any other violation of the New York State Labor Law, including but not limited to Article 5 (Hours of Labor), Article 6 (Payment of Wages), Article 7 (General provisions), Article 20-C (Retaliatory Action by Employer), and any implementing regulation;

(3) Any violation of the Fair Labor Standards Act or any implementing regulation;

(4) Any violation of the New York City Earned Sick and Safe Time Act;
or

(5) Any violation of the Fair Chance Act, or any other violation of the New York City Human Rights Law.

B. Environmental, Health and Safety. In the event that the Department becomes aware that the Company is in violation of any of the following laws and notifies the Company of such situation, the Company must immediately cure the violation and send relevant records requested by the Department demonstrating compliance with the applicable provision within the timeframe specified in such notice:

(1) Any violation of the Occupational Safety and Health Act (including whistleblower provisions) or implementing regulation, or any other requirement enforced by the United States occupational safety and health administration;

(2) Any violation of the Federal Motor Carrier Safety Act or implementing regulation, or any other requirement established or administered by the Federal Motor Carrier Safety Administration;

(3) Any violation of Article 27 of New York State Environmental Conservation law or implementing regulations, or any other requirement enforced by the New York State Department of Environmental Conservation; or

(4) Any violation of any requirement enforced by the U.S. Environmental Protection Agency.

C. Additional Procedures. In the event that the Department becomes aware that the Company or any of its subcontractors is in violation of any of the laws described in subdivisions A or B of this section, in addition to requesting the records described therein, the Department may schedule a meeting with the Company and any other such

parties as the Department may deem appropriate to discuss ways to improve the Company's compliance with such laws. As a result of such meeting, the Department may impose such additional requirements as the Department may see fit, consistent with Applicable Law, and Company shall comply in full with any such requirements. Any such requirements shall in no way limit the indemnity obligations of the Company otherwise set forth in this Agreement.

D. Reporting to Governmental Authorities. The Company acknowledges that in the event the Department becomes aware of a violation of any of the laws described in this section the Department may notify the governmental agency with enforcement authority of such violation.

SECTION 25.8. MISCELLANEOUS PROVISIONS.

A. The Commissioner, in addition to any other powers set forth in this Agreement or by operation of Law, may suspend, in whole or in part, any part of the services to be provided under this Agreement whenever in his or her judgment such suspension is required in the best interest of the City. If the Commissioner suspends this Agreement pursuant to this Section, the City shall not incur or pay any obligation pursuant to this Agreement.

B. Notwithstanding any other provisions of this Agreement, the Company shall not be relieved of liability to the City for damages sustained by the City by virtue of the Company's breach of the Agreement, and the Company shall pay such amount owed directly to the City in the amount of damages due to the City from the Company.

C. The rights and remedies of the City provided in this Article shall not be exclusive and are in addition to all other rights and remedies provided by Law or under this Agreement.

D. The remedies set forth in this section shall be in addition to remedies provided in Appendix A to this Agreement.

SECTION 25.9. CIVIL AND CRIMINAL PENALTIES; OTHER REMEDIES.

The Company shall be subject to all applicable civil and criminal penalties, injunctive relief, restitution, seizure and forfeiture of property, and any other legal remedies as set forth in the Act, the Department's CWZ rules, and Applicable Law.

SIGNATURES

IN WITNESS WHEREOF: The Department of Sanitation Agency Chief Contracting Officer, acting on behalf of the City, and the Company have executed four original copies of this Agreement. Two copies will remain with the Department, the third will be filed with the Comptroller, and the fourth will be delivered to the Company.

THE CITY OF NEW YORK

acting by and through the Department of Sanitation

By: _____
Agency Chief Contracting Officer

Date

ACKNOWLEDGMENT BY AGENCY CHIEF CONTRACTING OFFICER

State of New York

County of New York

On this ____ day of _____, _____, before me personally came

to me known and known to me to be the Agency Chief Contracting Officer of the Department of Sanitation of the City of New York, the person described as such in and who as such executed the foregoing instrument and who acknowledged to me that he or she executed the same as the Commissioner for the purpose therein mentioned.

Subscribed and sworn to before me

this ____ day of _____, 20__

Notary Public

[COMPANY'S SIGNATURE ON NEXT PAGE]

[INSERT NAME OF COMPANY]

(Name)

By: _____
(Signature)

(Corporate Seal)

(Typed or Printed Name)

(Title)

(Date)

ACKNOWLEDGMENT BY [NAME OF COMPANY]

State of _____

County of _____

On this _____ day of _____, 20____, before me personally came

to me known, who being by me duly sworn, did depose and say that he/she resides in the city
of

_____ ; that he/she is the

_____ of the Corporation described in and which
executed the foregoing instrument; that he/she knows the seal of said Corporation; that it was
so affixed by order of the Board of Directors of said Corporation; and that he/she signed his or
her name thereto by like order.

Subscribed and sworn to before me

this _____ day of _____, 20____

Notary Public

APPENDIX A
Additional City Contract Terms

Appendix A – Additional City Contract Terms

APPENDIX A

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ARTICLE 1 - DEFINITIONS

Section 1.01 Definitions

The following words and expressions, or pronouns used in their stead, shall, wherever they appear in this Agreement, be construed as follows, unless a different meaning is clear from the context:

A. “Agency Chief Contracting Officer” or “ACCO” means the position delegated authority by the Agency Head to organize and supervise the procurement activity of subordinate Agency staff in conjunction with the City Chief Procurement Officer.

B. “Agreement” means the various documents, including this Appendix A, that constitute the Awardee Agreement between the Awardee and the City.

C. “Awardee” means the entity entering into this Agreement with the City.

D. “City” means the City of New York.

E. “City Chief Procurement Officer” or “CCPO” means the position delegated authority by the Mayor to coordinate and oversee the procurement activity of Mayoral agency staff, including the ACCOs.

F. “Commissioner” or “Agency Head” means the head of the Department or his or her duly authorized representative. The term “duly authorized representative” shall include any person or persons acting within the limits of his or her authority.

G. “Comptroller” means the Comptroller of the City of New York.

H. “Days” means calendar days unless otherwise specifically noted to mean business days.

I. “Department” or “Agency” means the New York City Department of Sanitation.

J. “Law” or “Laws” means the New York City Charter (“Charter”), the New York City Administrative Code (“Admin. Code”), a local rule of the City of New York, the Constitutions of the United States and the State of New York, a statute of the United States or of the State of New York and any ordinance, rule or regulation having the force of law and adopted pursuant thereto, as amended, and common law.

K. “Procurement Policy Board” or “PPB” means the board established pursuant to Charter § 311 whose function is to establish comprehensive and consistent procurement policies and rules that have broad application throughout the City.

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L. “PPB Rules” means the rules of the Procurement Policy Board as set forth in Title 9 of the Rules of the City of New York (“RCNY”), § 1-01 *et seq.*

M. “SBS” means the New York City Department of Small Business Services.

N. “State” means the State of New York.

ARTICLE 2 - REPRESENTATIONS, WARRANTIES, CERTIFICATIONS, AND DISCLOSURES

Section 2.01 Procurement of Agreement

A. The Awardee represents and warrants that, with respect to securing or soliciting this Agreement, the Awardee is in compliance with the requirements of the New York State Lobbying Law (Legislative Law §§ 1-a *et seq.*). The Awardee makes such representation and warranty to induce the City to enter into this Agreement and the City relies upon such representation and warranty in the execution of this Agreement.

B. For any breach or violation of the representation and warranty set forth in Paragraph A above, the Commissioner shall have the right to annul this Agreement without liability; and the Awardee shall not make claim for, or be entitled to recover, any sum or sums under this Agreement. The rights and remedies of the City provided in this Section 2.01(B) are not exclusive and are in addition to all other rights and remedies allowed by Law or under this Agreement.

Section 2.02 Conflicts of Interest

A. The Awardee represents and warrants that neither it nor any of its directors, officers, members, partners or employees, has any interest nor shall they acquire any interest, directly or indirectly, which conflicts in any manner or degree with the performance of this Agreement. The Awardee further represents and warrants that no person having such interest or possible interest shall be employed by or connected with the Awardee in the performance of this Agreement.

B. Consistent with Charter § 2604 and other related provisions of the Charter, the Admin. Code and the New York State Penal Law, no elected official or other officer or employee of the City, nor any person whose salary is payable, in whole or in part, from the City Treasury, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or other entity in which he or she is, directly or indirectly, interested; nor shall any such official, officer, employee, or person have any interest in, or in the proceeds of, this Agreement. This Section 2.02(B) shall not prevent directors, officers, members, partners, or employees of the Awardee from participating in decisions relating to this Agreement where their sole personal interest is in the Awardee.

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C. The Awardee shall not employ a person or permit a person to serve as a member of the Board of Directors or as an officer of the Awardee if such employment or service would violate Chapter 68 of the Charter.

Section 2.03 Certification Relating to Fair Practices

A. The Awardee and each person signing on its behalf certifies, under penalties of perjury, that to the best of its, his or her knowledge and belief:

1. The prices, maximum rates and other material terms set forth in this Agreement have been arrived at independently, without collusion, consultation, communication, or agreement with any other bidder or proposer or with any competitor as to any matter relating to such prices, maximum rates or terms for the purpose of restricting competition;

2. Unless otherwise required by Law or where a schedule of rates or prices is uniformly established by a government agency through regulation, policy, or directive, the prices, maximum rates and other material terms set forth in this Agreement that have been quoted in this Agreement and on the bid or proposal submitted by the Awardee have not been knowingly disclosed by the Awardee, directly or indirectly, to any other bidder or proposer or to any competitor prior to the bid or proposal opening; and

3. No attempt has been made or will be made by the Awardee to induce any other person or entity to submit or not to submit a bid or proposal for the purpose of restricting competition.

B. The fact that the Awardee (i) has published price lists, rates, or tariffs (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (iii) has sold the same items to other customers at the same prices and/or terms being bid or proposed, does not constitute, without more, a disclosure within the meaning of this Section 2.03.

Section 2.04 Disclosures Relating to Vendor Responsibility

The Awardee represents and warrants that it has duly executed and filed all disclosures as applicable, in accordance with Admin. Code § 6-116.2, PPB Rule § 2-08, and the policies and procedures of the Mayor's Office of Contract Services. The Awardee acknowledges that the Department's reliance on the completeness and veracity of the information stated therein is a material condition to the execution of this Agreement, and the Awardee represents and warrants that the information it and its principals have provided is accurate and complete.

Section 2.05 Disclosure Relating to Bankruptcy and Reorganization

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If the Awardee files for bankruptcy or reorganization under Chapter Seven or Chapter Eleven of the United States Bankruptcy Code, the Awardee shall disclose such action to the Department within seven days of filing.

Section 2.06 Authority to Execute Agreement

The Awardee represents and warrants that: (i) its execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate action on its part; (ii) it has all necessary power and authority to execute, deliver and perform its obligations under this Agreement; and (iii) once executed and delivered, this Agreement will constitute its legal, valid and binding obligation, enforceable in accordance with its terms.

ARTICLE 3 - ASSIGNMENT

Section 3.01 Assignment

A. The Awardee shall not assign, transfer, convey, or otherwise dispose of this Agreement, or the right to execute it, or the right, title, or interest in or to it or any part of it, or assign, by power of attorney or otherwise, any of the monies due or to become due under this Agreement, without the prior written consent of the Commissioner. The giving of any such consent to a particular assignment shall not dispense with the necessity of such consent to any further or other assignments. Any such assignment, transfer, conveyance, or other disposition without such written consent shall be void.

B. Before entering into any such assignment, transfer, conveyance, or other disposal of this Agreement, the Awardee shall submit a written request for approval to the Department giving the name and address of the proposed assignee. The proposed assignee's disclosure that is required by PPB Rule § 2-08(e) must be submitted within 30 Days after the ACCO has granted preliminary written approval of the proposed assignee, if required. Upon the request of the Department, the Awardee shall provide any other information demonstrating that the proposed assignee has the necessary facilities, skill, integrity, past experience, and financial resources to perform the specified services in accordance with the terms and conditions of this Agreement. The Department shall make a final determination in writing approving or disapproving the assignee after receiving all requested information.

C. Failure to obtain the prior written consent to such an assignment, transfer, conveyance, or other disposition may result in the revocation and annulment of this Agreement, at the option of the Commissioner. The City shall thereupon be relieved and discharged from any further liability and obligation to the Awardee, its assignees, or transferees, who shall forfeit all monies earned under this Agreement, except so much as may be necessary to pay the Awardee's employees.

D. The provisions of this Section 3.01 shall not hinder, prevent, or affect an assignment by the Awardee for the benefit of its creditors made pursuant to the Laws of the State.

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E. This Agreement may be assigned, in whole or in part, by the City to any corporation, agency, or instrumentality having authority to accept such assignment. The City shall provide the Awardee with written notice of any such assignment.

ARTICLE 4 - LABOR PROVISIONS

Section 4.01 Awardee Status

The Awardee and the City agree that the Awardee is an independent contractor and not an employee, subsidiary, affiliate, division, department, agency, office, or unit of the City. Accordingly, the Awardee and its employees, officers, and agents shall not, by reason of this Agreement or any performance pursuant to or in connection with this Agreement, assert the existence of any relationship or status on the part of the Awardee, with respect to the City, that differs from or is inconsistent with that of an independent contractor.

Section 4.02 Employees and Subcontractors

All persons who are employed by the Awardee and all the Awardee's subcontractors (including without limitation, consultants and independent contractors) that are retained to perform services under or in connection with this Agreement are neither employees of the City nor under an Agreement with the City. The Awardee, and not the City, is responsible for their work, direction, compensation, and personal conduct while the Awardee is engaged under this Agreement. Nothing in this Agreement, and no entity or person's performance pursuant to or in connection with this Agreement, shall create any relationship between the City and the Awardee's employees, agents, subcontractors, or subcontractor's employees or agents (including without limitation, a contractual relationship, employer-employee relationship, or quasi-employer/quasi-employee relationship) or impose any liability or duty on the City (i) for or on account of the acts, omissions, liabilities, rights or obligations of the Awardee, its employees or agents, its subcontractors, or its subcontractor's employees or agents (including without limitation, obligations set forth in any collective bargaining agreement); or (ii) for taxes of any nature; or (iii) for any right or benefit applicable to an official or employee of the City or to any officer, agent, or employee of the Awardee or any other entity (including without limitation, Workers' Compensation coverage, Employers' Liability coverage, Disability Benefits coverage, Unemployment Insurance benefits, Social Security coverage, employee health and welfare benefits or employee retirement benefits, membership or credit). The Awardee and its employees, officers, and agents shall not, by reason of this Agreement or any performance pursuant to or in connection with this Agreement, (i) hold themselves out as, or claim to be, officials or employees of the City, including any department, agency, office, or unit of the City, or (ii) make or support in any way on behalf of or for the benefit of the Awardee, its employees, officers, or agents any demand, application, or claim upon or against the City for any right or benefit applicable to an official or employee of the City or to any officer, agent, or employee of the Awardee or any other entity. Except as specifically stated in this Agreement, nothing in the

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Agreement and no performance pursuant to or in connection with the Agreement shall impose any liability or duty on the City to any person or entity whatsoever.

Section 4.03 Removal of Individuals Performing Work

The Awardee shall not have anyone perform work under this Agreement who is not competent, faithful, and skilled in the work for which he or she shall be employed. Whenever the Commissioner shall inform the Awardee, in writing, that any individual is, in his or her opinion, incompetent, unfaithful, or unskilled, such individual shall no longer perform work under this Agreement. Prior to making a determination to direct an Awardee that an individual shall no longer perform work under this Agreement, the Commissioner shall provide the Awardee an opportunity to be heard on no less than five Days' written notice. The Commissioner may direct the Awardee to prohibit the individual from performing work under the Agreement pending the opportunity to be heard and the Commissioner's determination.

Section 4.04 Minimum Wage; Living Wage

A. Except for those employees whose minimum wage is required to be fixed in accordance with N.Y. Labor Law §§ 220 or 230 or by Admin. Code § 6-109, all persons employed by the Awardee in the performance of this Agreement shall be paid, without subsequent deduction or rebate, unless expressly authorized by Law, not less than the minimum wage as prescribed by Law. Any breach of this Section 4.04 shall be deemed a material breach of this Agreement.

Section 4.05 Non-Discrimination in Employment

A. General Prohibition. To the extent required by law, the Awardee shall not unlawfully discriminate against any employee or applicant for employment because of actual or perceived age, religion, religious practice, creed, sex, gender, gender identity or gender expression, sexual orientation, status as a victim of domestic violence, stalking, and sex offenses, familial status, partnership status, marital status, caregiver status, pregnancy, childbirth or related medical condition, disability, presence of a service animal, predisposing genetic characteristics, race, color, national origin (including ancestry), alienage, citizenship status, political activities or recreational activities as defined in N.Y. Labor Law 201-d, arrest or conviction record, credit history, military status, uniformed service, unemployment status, salary history, or any other protected class of individuals as defined by City, State or Federal laws, rules or regulations. The Awardee shall comply with all statutory and regulatory obligations to provide reasonable accommodations to individuals with disabilities, due to pregnancy, childbirth, or a related medical condition, due to status as a victim of domestic violence, stalking, or sex offenses, or due to religion.

B. E.O. 50 -- Equal Employment Opportunity

1. This Agreement is subject to the requirements of City Executive Order No. 50 (1980) ("E.O. 50"), as revised, and the rules set forth at 66 RCNY §§ 10-01 *et*

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seq. No agreement will be awarded unless and until these requirements have been complied with in their entirety. The Awardee agrees that it:

a. Will not discriminate unlawfully against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, marital status, sexual orientation or citizenship status with respect to all employment decisions including, but not limited to, recruitment, hiring, upgrading, demotion, downgrading, transfer, training, rates of pay or other forms of compensation, layoff, termination, and all other terms and conditions of employment;

b. Will not discriminate unlawfully in the selection of subcontractors on the basis of the owners', partners' or shareholders' race, color, creed, national origin, sex, age, disability, marital status, sexual orientation, or citizenship status;

c. Will state in all solicitations or advertisements for employees placed by or on behalf of the Awardee that all qualified applicants will receive consideration for employment without unlawful discrimination based on race, color, creed, national origin, sex, age, disability, marital status, sexual orientation or citizenship status, and that it is an equal employment opportunity employer;

d. Will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or memorandum of understanding, written notification of its equal employment opportunity commitments under E.O. 50 and the rules and regulations promulgated thereunder;

e. Will furnish before this Agreement is awarded all information and reports including an Employment Report which are required by E.O. 50, the rules and regulations promulgated thereunder, and orders of the SBS, Division of Labor Services ("DLS"); and

f. Will permit DLS to have access to all relevant books, records, and accounts for the purposes of investigation to ascertain compliance with such rules, regulations, and orders.

2. The Awardee understands that in the event of its noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, such noncompliance shall constitute a material breach of this Agreement and noncompliance with E.O. 50 and the rules and regulations promulgated thereunder. After a hearing held pursuant to the rules of DLS, the Director of DLS may direct the Commissioner to impose any or all of the following sanctions:

a. Disapproval of the Awardee; and/or

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- b. Suspension or termination of the Agreement; and/or
 - c. Declaring the Awardee in default; and/or
 - d. In lieu of any of the foregoing sanctions, imposition of an employment program.
3. Failure to comply with E.O. 50 and the rules and regulations promulgated thereunder in one or more instances may result in the Department declaring the Awardee to be non-responsible.
 4. The Awardee agrees to include the provisions of the foregoing Sections 4.05(D)(1)-(3) in every subcontract or purchase order in excess of \$100,000.00 to which it becomes a party unless exempted by E.O. 50 and the rules and regulations promulgated thereunder, so that such provisions will be binding upon each subcontractor or vendor. The Awardee will take such action with respect to any subcontract or purchase order as may be directed by the Director of DLS as a means of enforcing such provisions including sanctions for noncompliance. A supplier of unfinished products to the Awardee needed to produce the item contracted for shall not be considered a subcontractor or vendor for purposes of this Section 4.05(D)(4).
 5. The Awardee further agrees that it will refrain from entering into any subcontract or modification thereof subject to E.O. 50 and the rules and regulations promulgated thereunder with a subcontractor who is not in compliance with the requirements of E.O. 50 and the rules and regulations promulgated thereunder. A supplier of unfinished products to the Awardee needed to produce the item contracted for shall not be considered a subcontractor for purposes of this Section 4.05(D)(5).
 6. Nothing contained in this Section 4.05(D) shall be construed to bar any religious or denominational institution or organization, or any organization operated for charitable or educational purposes, that is operated, supervised or controlled by or in connection with a religious organization, from lawfully limiting employment or lawfully giving preference to persons of the same religion or denomination or from lawfully making such selection as is calculated by such organization to promote the religious principles for which it is established or maintained.

Section 4.06 Paid Sick Leave Law

A. Introduction and General Provisions.

1. The Earned Sick Time Act, also known as the Paid Sick Leave Law (“PSLL”), requires covered employees who annually perform more than 80 hours of

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work in New York City to be provided with paid sick time.¹ Awardees of the City or of other governmental entities may be required to provide sick time pursuant to the PSLL.

2. The PSLL became effective on April 1, 2014, and is codified at Title 20, Chapter 8, of the Admin. Code. It is administered by the City’s Department of Consumer Affairs (“DCA”). DCA’s rules promulgated under the PSLL are codified at Chapter 7 of Title 6 of the Rules of the City of New York (“Rules”).

3. The Awardee agrees to comply in all respects with the PSLL and the Rules, and as amended, if applicable, in the performance of this Agreement. The Awardee further acknowledges that such compliance is a material term of this Agreement and that failure to comply with the PSLL in performance of this Agreement may result in its termination.

4. The Awardee must notify the ACCO in writing within 10 Days of receipt of a complaint (whether oral or written) regarding the PSLL involving the performance of this Agreement. Additionally, the Awardee must cooperate with DCA’s education efforts and must comply with DCA’s subpoenas and other document demands as set forth in the PSLL and Rules.

5. The PSLL is summarized below for the convenience of the Awardee. The Awardee is advised to review the PSLL and Rules in their entirety. On the website www.nyc.gov/PaidSickLeave there are links to the PSLL and the associated Rules as well as additional resources for employers, such as Frequently Asked Questions, timekeeping tools and model forms, and an event calendar of upcoming presentations and webinars at which the Awardee can get more information about how to comply with the PSLL. The Awardee acknowledges that it is responsible for compliance with the PSLL notwithstanding any inconsistent language contained herein.

B. *Pursuant to the PSLL and the Rules: Applicability, Accrual, and Use.*

1. An employee who works within the City of New York for more than eighty hours in any consecutive 12-month period designated by the employer as its “calendar year” pursuant to the PSLL (“Year”) must be provided sick time. Employers must provide a minimum of one hour of sick time for every 30 hours worked by an employee and compensation for such sick time must be provided at the greater of the employee’s regular hourly rate or the minimum wage. Employers are not required to provide more than 40 hours of sick time to an employee in any Year.

¹ Pursuant to the PSLL, if fewer than five employees work for the same employer, as determined pursuant Admin. Code § 20-912(g), such employer has the option of providing such employees uncompensated sick time.

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2. An employee has the right to determine how much sick time he or she will use, provided that employers may set a reasonable minimum increment for the use of sick time not to exceed four hours per Day. In addition, an employee may carry over up to 40 hours of unused sick time to the following Year, provided that no employer is required to allow the use of more than 40 hours of sick time in a Year or carry over unused paid sick time if the employee is paid for such unused sick time and the employer provides the employee with at least the legally required amount of paid sick time for such employee for the immediately subsequent Year on the first Day of such Year.

3. An employee entitled to sick time pursuant to the PSLL may use sick time for any of the following:

a. such employee's mental illness, physical illness, injury, or health condition or the care of such illness, injury, or condition or such employee's need for medical diagnosis or preventive medical care;

b. such employee's care of a family member (an employee's child, spouse, domestic partner, parent, sibling, grandchild, or grandparent, or the child or parent of an employee's spouse or domestic partner) who has a mental illness, physical illness, injury or health condition or who has a need for medical diagnosis or preventive medical care;

c. closure of such employee's place of business by order of a public official due to a public health emergency; or

d. such employee's need to care for a child whose school or childcare provider has been closed due to a public health emergency.

4. An employer must not require an employee, as a condition of taking sick time, to search for a replacement. However, an employer may require an employee to provide: reasonable notice of the need to use sick time; reasonable documentation that the use of sick time was needed for a reason above if for an absence of more than three consecutive work days; and/or written confirmation that an employee used sick time pursuant to the PSLL. However, an employer may not require documentation specifying the nature of a medical condition or otherwise require disclosure of the details of a medical condition as a condition of providing sick time and health information obtained solely due to an employee's use of sick time pursuant to the PSLL must be treated by the employer as confidential.

5. If an employer chooses to impose any permissible discretionary requirement as a condition of using sick time, it must provide to all employees a written policy containing those requirements, using a delivery method that reasonably ensures that employees receive the policy. If such employer has not provided its written policy, it may not deny sick time to an employee because of non-compliance with such a policy.

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6. Sick time to which an employee is entitled must be paid no later than the payday for the next regular payroll period beginning after the sick time was used.

C. *Exemptions and Exceptions.* Notwithstanding the above, the PSSL does not apply to any of the following:

1. an independent contractor who does not meet the definition of employee under N.Y. Labor Law § 190(2);

2. an employee covered by a valid collective bargaining agreement in effect on April 1, 2014, until the termination of such agreement;

3. an employee in the construction or grocery industry covered by a valid collective bargaining agreement if the provisions of the PSSL are expressly waived in such collective bargaining agreement;

4. an employee covered by another valid collective bargaining agreement if such provisions are expressly waived in such agreement and such agreement provides a benefit comparable to that provided by the PSSL for such employee;

5. an audiologist, occupational therapist, physical therapist, or speech language pathologist who is licensed by the New York State Department of Education and who calls in for work assignments at will, determines his or her own schedule, has the ability to reject or accept any assignment referred to him or her, and is paid an average hourly wage that is at least four times the federal minimum wage;

6. an employee in a work study program under Section 2753 of Chapter 42 of the United States Code;

7. an employee whose work is compensated by a qualified scholarship program as that term is defined in the Internal Revenue Code, Section 117 of Chapter 20 of the United States Code; or

8. a participant in a Work Experience Program (WEP) under N.Y. Social Services Law § 336-c.

D. *Retaliation Prohibited.* An employer may not threaten or engage in retaliation against an employee for exercising or attempting in good faith to exercise any right provided by the PSSL. In addition, an employer may not interfere with any investigation, proceeding, or hearing pursuant to the PSSL.

E. *Notice of Rights.*

1. An employer must provide its employees with written notice of their rights pursuant to the PSSL. Such notice must be in English and the primary language spoken

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by an employee, provided that DCA has made available a translation into such language. Downloadable notices are available on DCA's website at <http://www.nyc.gov/html/dca/html/law/PaidSickLeave.shtml>.

2. Any person or entity that willfully violates these notice requirements is subject to a civil penalty in an amount not to exceed \$50.00 for each employee who was not given appropriate notice.

F. *Records.* An employer must retain records documenting its compliance with the PSSL for a period of at least three years, and must allow DCA to access such records in furtherance of an investigation related to an alleged violation of the PSSL.

G. *Enforcement and Penalties.*

1. Upon receiving a complaint alleging a violation of the PSSL, DCA has the right to investigate such complaint and attempt to resolve it through mediation. Within 30 Days of written notification of a complaint by DCA, or sooner in certain circumstances, the employer must provide DCA with a written response and such other information as DCA may request. If DCA believes that a violation of the PSSL has occurred, it has the right to issue a notice of violation to the employer.

2. DCA has the power to grant an employee or former employee all appropriate relief as set forth in Admin. Code § 20-924(d). Such relief may include, among other remedies, treble damages for the wages that should have been paid, damages for unlawful retaliation, and damages and reinstatement for unlawful discharge. In addition, DCA may impose on an employer found to have violated the PSSL civil penalties not to exceed \$500.00 for a first violation, \$750.00 for a second violation within two years of the first violation, and \$1,000.00 for each succeeding violation within two years of the previous violation.

H. *More Generous Policies and Other Legal Requirements.* Nothing in the PSSL is intended to discourage, prohibit, diminish, or impair the adoption or retention of a more generous sick time policy, or the obligation of an employer to comply with any contract, collective bargaining agreement, employment benefit plan or other agreement providing more generous sick time. The PSSL provides minimum requirements pertaining to sick time and does not preempt, limit, or otherwise affect the applicability of any other law, regulation, rule, requirement, policy or standard that provides for greater accrual or use by employees of sick leave or time, whether paid or unpaid, or that extends other protections to employees. The PSSL may not be construed as creating or imposing any requirement in conflict with any federal or state law, rule, or regulation.

ARTICLE 5 - RECORDS, AUDITS, REPORTS, AND INVESTIGATIONS

Section 5.01 Books and Records

The Awardee agrees to maintain separate and accurate books, records, documents, and other evidence, and to utilize appropriate accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

Section 5.02 Retention of Records

The Awardee agrees to retain all books, records, documents, other evidence relevant to this Agreement, including those required pursuant to Section 5.01, for six years after the expiration or termination of this Agreement, or for a period otherwise prescribed by Law, whichever is later. In addition, if any litigation, claim, or audit concerning this Agreement has commenced before the expiration of the six-year period, the books, records, documents, and other evidence must be retained until the completion of such litigation, claim, or audit. Any books, records, documents, and other evidence that are created in an electronic format in the regular course of business may be retained in an electronic format. Any books, records, documents, or other evidence that are created in the regular course of business as a paper copy may be retained in an electronic format provided that they satisfy the requirements of N.Y. Civil Practice Law and Rules (“CPLR”) 4539(b), including the requirement that the reproduction is created in a manner “which does not permit additions, deletions, or changes without leaving a record of such additions, deletions, or changes.” Furthermore, the Awardee agrees to waive any objection to the admissibility of any such books, records, documents, or other evidence on the grounds that such documents do not satisfy CPLR 4539(b).

Section 5.03 Inspection

A. At any time during the Agreement or during the record retention period set forth in Section 5.02, the City, including the Department and the Department’s Office of the Inspector General, as well as City, State, and federal auditors and any other persons duly authorized by the City shall, upon reasonable notice, have full access to and the right to examine and copy all books, records, documents, and other evidence maintained or retained by or on behalf of the Awardee pursuant to this Article 5. Notwithstanding any provision herein regarding notice of inspection, all books, records, documents, and other evidence of the Awardee kept pursuant to this Agreement shall be subject to immediate inspection, review, and copying by the Department’s Office of the Inspector General, the Comptroller, and/or federal auditors without prior notice and at no cost to the City. The Awardee shall make such books, records documents, and other evidence available for inspection in the City of New York or shall reimburse the City for expenses associated with the out-of-City inspection.

B. The Department shall have the right to have representatives of the Department or of the City, State or federal government present to observe the services being performed. If

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observation of particular services or activity would constitute a waiver of a legal privilege or violate the Law or an ethical obligation under the New York Rules of Professional Conduct for attorneys, National Association of Social Workers Code of Ethics or other similar code governing the provision of a profession's services in New York State, the Awardee shall promptly inform the Department or other entity seeking to observe such work or activity. Such restriction shall not act to prevent government representatives from inspecting the provision of services in a manner that allows the representatives to ensure that services are being performed in accordance with this Agreement.

Section 5.04 Audit

A. This Agreement and all books, records, documents, and other evidence required to be maintained or retained pursuant to this Agreement, are subject to audit by (i) the City, including the Comptroller, the Department, and the Department's Office of the Inspector General, (ii) the State, (iii) the federal government, and (iv) other persons duly authorized by the City. Such audits may include examination and review of the source and application of all funds whether from the City, the State, the federal government, private sources, or otherwise.

B. Audits by the City, including the Comptroller, the Department, and the Department's Office of the Inspector General, are performed pursuant to the powers and responsibilities conferred by the Charter and the Admin. Code, as well as all orders, rules, and regulations promulgated pursuant to the Charter and Admin. Code.

C. The Awardee shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the Department and by the Comptroller in the exercise of his/her powers under Law.

Section 5.05 No Removal of Records from Premises

Where performance of this Agreement involves use by the Awardee of any City books, records, documents, or data (in hard copy, or electronic or other format now known or developed in the future) at City facilities or offices, the Awardee shall not remove any such items or material (in the format in which it originally existed, or in any other converted or derived format) from such facility or office without the prior written approval of the Department's designated official. Upon the request by the Department at any time during the Agreement or after the Agreement has expired or terminated, the Awardee shall return to the Department any City books, records, documents, or data that has been removed from City premises.

Section 5.06 Electronic Records

As used in this Appendix A, the terms "books," "records," "documents," and "other evidence" refer to electronic versions as well as hard copy versions.

Section 5.07 Investigations Clause

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A. The Awardee agrees to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a State or City agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of a governmental agency that is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license that is the subject of the investigation, audit or inquiry.

B.

1. If any person who has been advised that his or her statement, and any information from such statement, will not be used against him or her in any subsequent criminal proceeding refuses to testify before a grand jury or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of or performance under any transaction, agreement, lease, permit, contract, or license entered into with the City, or State, or any political subdivision or public authority thereof, or the Port Authority of New York and New Jersey, or any local development corporation within the City, or any public benefit corporation organized under the Laws of the State, or;

2. If any person refuses to testify for a reason other than the assertion of his or her privilege against self-incrimination in an investigation, audit or inquiry conducted by a City or State governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the Inspector General of the governmental agency that is a party in interest in, and is seeking testimony concerning the award of, or performance under, any transaction, agreement, lease, permit, contract, or license entered into with the City, the State, or any political subdivision thereof or any local development corporation within the City, then;

C.

1. The Commissioner or Agency Head whose agency is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license shall convene a hearing, upon not less than five (5) Days written notice to the parties involved to determine if any penalties should attach for the failure of a person to testify.

2. If any non-governmental party to the hearing requests an adjournment, the Commissioner or Agency Head who convened the hearing may, upon granting the adjournment, suspend any contract, lease, permit, or license pending the final determination pursuant to Paragraph E below without the City incurring any penalty or damages for delay or otherwise.

D. The penalties that may attach after a final determination by the Commissioner or Agency Head may include but shall not exceed:

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1. The disqualification for a period not to exceed five years from the date of an adverse determination for any person, or any entity of which such person was a member at the time the testimony was sought, from submitting bids for, or transacting business with, or entering into or obtaining any contract, lease, permit or license with or from the City; and/or

2. The cancellation or termination of any and all such existing City contracts, leases, permits or licenses that the refusal to testify concerns and that have not been assigned as permitted under this Agreement, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the City incurring any penalty or damages on account of such cancellation or termination; monies lawfully due for goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the City.

E. The Commissioner or Agency Head shall consider and address in reaching his or her determination and in assessing an appropriate penalty the factors in Paragraphs (1) and (2) below. He or she may also consider, if relevant and appropriate, the criteria established in Paragraphs (3) and (4) below, in addition to any other information that may be relevant and appropriate:

1. The party's good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including but not limited to the discipline, discharge, or disassociation of any person failing to testify, the production of accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought.

2. The relationship of the person who refused to testify to any entity that is a party to the hearing, including, but not limited to, whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity.

3. The nexus of the testimony sought to the subject entity and its contracts, leases, permits or licenses with the City.

4. The effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in an entity subject to penalties under Paragraph D above, provided that the party or entity has given actual notice to the Commissioner or Agency Head upon the acquisition of the interest, or at the hearing called for in Paragraph (C)(1) above gives notice and proves that such interest was previously acquired. Under either circumstance, the party or entity must present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.

F. Definitions

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1. The term “license” or “permit” as used in this Section shall be defined as a license, permit, franchise, or concession not granted as a matter of right.

2. The term “person” as used in this Section shall be defined as any natural person doing business alone or associated with another person or entity as a partner, director, officer, principal or employee.

3. The term “entity” as used in this Section shall be defined as any firm, partnership, corporation, association, or person that receives monies, benefits, licenses, leases, or permits from or through the City, or otherwise transacts business with the City.

4. The term “member” as used in this Section shall be defined as any person associated with another person or entity as a partner, director, officer, principal, or employee.

G. In addition to and notwithstanding any other provision of this Agreement, the Commissioner or Agency Head may in his or her sole discretion terminate this Agreement upon not less than three (3) Days written notice in the event the Awardee fails to promptly report in writing to the City Commissioner of Investigation any solicitation of money, goods, requests for future employment or other benefits or thing of value, by or on behalf of any employee of the City or other person or entity for any purpose that may be related to the procurement or obtaining of this Agreement by the Awardee, or affecting the performance of this Agreement.

Section 5.08 Confidentiality

A. The Awardee agrees to hold confidential, both during and after the completion or termination of this Agreement, all of the reports, information, or data, furnished to, or prepared, assembled or used by, the Awardee under this Agreement. The Awardee agrees to maintain the confidentiality of such reports, information, or data by using a reasonable degree of care, and using at least the same degree of care that the Awardee uses to preserve the confidentiality of its own confidential information. The Awardee agrees that such reports, information, or data shall not be made available to any person or entity without the prior written approval of the Department. The obligation under this Section 5.08 to hold reports, information or data confidential shall not apply where the Awardee is legally required to disclose such reports, information or data, by virtue of a subpoena, court order or otherwise (“disclosure demand”), provided that the Awardee complies with the following: (1) the Awardee shall provide advance notice to the Commissioner, in writing or by e-mail, that it received a disclosure demand for to disclose such reports, information or data and (2) if requested by the Department, the Awardee shall not disclose such reports, information, or data until the City has exhausted its legal rights, if any, to prevent disclosure of all or a portion of such reports, information or data. The previous sentence shall not apply if the Awardee is prohibited by law from disclosing to the Department the disclosure demand for such reports, information or data.

B. The Awardee shall provide notice to the Department within three days of the discovery by the Awardee of any breach of security, as defined in Admin. Code § 10-501(b), of

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any data, encrypted or otherwise, in use by the Awardee that contains social security numbers or other personal identifying information as defined in Admin. Code § 10-501 (“Personal Identifying Information”), where such breach of security arises out of the acts or omissions of the Awardee or its employees, subcontractors, or agents. Upon the discovery of such security breach, the Awardee shall take reasonable steps to remediate the cause or causes of such breach, and shall provide notice to the Department of such steps. In the event of such breach of security, without limiting any other right of the City, the Awardee shall pay directly for the costs of notifications and/or other actions mandated by any Law, or administrative or judicial order, to address the breach, and including any fines or disallowances imposed by the State or federal government as a result of the disclosure. The Awardee shall also pay directly for the costs of credit monitoring services for the victims of such a breach of security by a national credit reporting agency, and/or any other commercially reasonable preventive measure. The Department shall provide the Awardee with written notice and an opportunity to comment on such measures prior to implementation.

C. The Awardee shall restrict access to confidential information to persons who have a legitimate work related purpose to access such information. The Awardee agrees that it will instruct its officers, employees, and agents to maintain the confidentiality of any and all information required to be kept confidential by this Agreement.

D. The Awardee, and its officers, employees, and agents shall notify the Department, at any time either during or after completion or termination of this Agreement, of any intended statement to the press or any intended issuing of any material for publication in any media of communication (print, news, television, radio, Internet, etc.) regarding the services provided or the data collected pursuant to this Agreement at least 24 hours prior to any statement to the press or at least five business days prior to the submission of the material for publication, or such shorter periods as are reasonable under the circumstances. The Awardee may not issue any statement or submit any material for publication that includes confidential information as prohibited by this Section 5.08.

E. At the request of the Department, the Awardee shall return to the Department any and all confidential information in the possession of the Awardee or its subcontractors. If the Awardee or its subcontractors are legally required to retain any confidential information, the Awardee shall notify the Department in writing and set forth the confidential information that it intends to retain and the reasons why it is legally required to retain such information. The Awardee shall confer with the Department, in good faith, regarding any issues that arise from the Awardee retaining such confidential information. If the Department does not request such information or the Law does not require otherwise, such information shall be maintained in accordance with the requirements set forth in Section 5.02.

F. A breach of this Section 5.08 shall constitute a material breach of this Agreement for which the Department may terminate this Agreement pursuant to Article 10. The Department reserves any and all other rights and remedies in the event of unauthorized disclosure.

ARTICLE 6 - COPYRIGHTS, PATENTS, INVENTIONS, AND ANTITRUST

Section 6.01 Copyrights and Ownership of Work Product

A. Any reports, documents, data, photographs, deliverables, and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items produced pursuant to this Agreement, shall upon their creation become the exclusive property of the City.

B. Any reports, documents, data, photographs, deliverables, and/or other materials provided pursuant to this Agreement (“Copyrightable Materials”) shall be considered “work-made-for-hire” within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. § 101, and the City shall be the copyright owner thereof and of all aspects, elements, and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as “work-made-for-hire,” the Awardee hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the City, free and clear of any liens, claims, or other encumbrances. The Awardee shall retain no copyright or intellectual property interest in the Copyrightable Materials. The Copyrightable Materials shall be used by the Awardee for no purpose other than in the performance of this Agreement without the prior written permission of the City. The Department may grant the Awardee a license to use the Copyrightable Materials on such terms as determined by the Department and set forth in the license.

C. The Awardee acknowledges that the City may, in its sole discretion, register copyright in the Copyrightable Materials with the United States Copyright Office or any other government agency authorized to grant copyright registrations. The Awardee shall fully cooperate in this effort, and agrees to provide any and all documentation necessary to accomplish this.

D. The Awardee represents and warrants that the Copyrightable Materials: (i) are wholly original material not published elsewhere (except for material that is in the public domain); (ii) do not violate any copyright Law; (iii) do not constitute defamation or invasion of the right of privacy or publicity; and (iv) are not an infringement, of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Awardee has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Agreement, copies of which shall be provided to the City upon execution of this Agreement.

E. If the services under this Agreement are supported by a federal grant of funds, the federal and State government reserves a royalty-free, non-exclusive irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, for federal or State government purposes, the copyright in any Copyrightable Materials developed under this Agreement.

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F. If the Awardee publishes a work dealing with any aspect of performance under this Agreement, or with the results of such performance, the City shall have a royalty-free, non-exclusive irrevocable license to reproduce, publish, or otherwise use such work for City governmental purposes.

Section 6.02 Patents and Inventions

The Awardee shall promptly and fully report to the Department any discovery or invention arising out of or developed in the course of performance of this Agreement. If the services under this Agreement are supported by a federal grant of funds, the Awardee shall promptly and fully report to the federal government for the federal government to make a determination as to whether patent protection on such invention shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.

Section 6.03 Pre-existing Rights

In no case shall Sections 6.01 and 6.02 apply to, or prevent the Awardee from asserting or protecting its rights in any discovery, invention, report, document, data, photograph, deliverable, or other material in connection with or produced pursuant to this Agreement that existed prior to or was developed or discovered independently from the activities directly related to this Agreement.

Section 6.04 Antitrust

The Awardee hereby assigns, sells, and transfers to the City all right, title, and interest in and to any claims and causes of action arising under the antitrust laws of the State or of the United States relating to the particular goods or services procured by the City under this Agreement.

ARTICLE 7 - INTENTIONALLY OMITTED

ARTICLE 8 - PROTECTION OF PERSONS AND PROPERTY AND INDEMNIFICATION

Section 8.01 Reasonable Precautions

The Awardee shall take all reasonable precautions to protect all persons and the property of the City and of others from injury, damage, or loss resulting from the Awardee's and/or its subcontractors' operations under this Agreement.

Section 8.02 Protection of City Property

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The Awardee assumes the risk of, and shall be responsible for, any loss or damage to City property, including property and equipment leased by the City, used in the performance of this Agreement, where such loss or damage is caused by negligence, any tortious act, or failure to comply with the provisions of this Agreement or of Law by the Awardee, its officers, employees, agents or subcontractors.

Section 8.03 Indemnification

To the fullest extent permitted by Law, the Awardee shall defend, indemnify, and hold harmless the City, including its officials and employees, against any and all claims (even if the allegations of the claim are without merit), judgments for damages on account of any injuries or death to any person or damage to any property, and costs and expenses to which the City or its officials or employees, may be subject to or which they may suffer or incur allegedly arising out of any of the operations of the Awardee and/or its subcontractors under this Agreement to the extent resulting from any negligent act of commission or omission, any intentional tortious act, and/or the failure to comply with Law or any of the requirements of this Agreement. Insofar as the facts or Law relating to any of the foregoing would preclude the City or its officials or employees from being completely indemnified by the Awardee, the City and its officials and employees shall be partially indemnified by the Awardee to the fullest extent permitted by Law.

Section 8.04 Infringement Indemnification

To the fullest extent permitted by Law, the Awardee shall defend, indemnify, and hold harmless the City, including its officials and employees, against any and all claims (even if the allegations of the claim are without merit), judgments for damages, and costs and expenses to which the City or its officials or employees, may be subject to or which they may suffer or incur allegedly arising out of any infringement, violation, or unauthorized use of any copyright, trade secret, trademark or patent or any other property or personal right of any third party by the Awardee and/or its employees, agents, or subcontractors in the performance of this Agreement. To the fullest extent permitted by Law, the Awardee shall defend, indemnify, and hold harmless the City and its officials and employees regardless of whether or not the alleged infringement, violation, or unauthorized use arises out of compliance with the Agreement's scope of services/scope of work. Insofar as the facts or Law relating to any of the foregoing would preclude the City and its officials and employees from being completely indemnified by the Awardee, the City and its officials and employees shall be partially indemnified by the Awardee to the fullest extent permitted by Law.

Section 8.05 Indemnification Obligations Not Limited By Insurance Obligation

The Awardee's obligation to indemnify, defend and hold harmless the City and its officials and employees shall neither be (i) limited in any way by the Awardee's obligations to obtain and maintain insurance under this Agreement, nor (ii) adversely affected by any failure on the part of the City or its officials or employees to avail themselves of the benefits of such insurance.

Section 8.06 Actions By or Against Third Parties

A. If any claim is made or any action brought in any way relating to Agreement other than an action between the City and the Awardee, the Awardee shall diligently render to the City without additional compensation all assistance that the City may reasonably require of the Awardee.

B. The Awardee shall report to the Department in writing within five business days of the initiation by or against the Awardee of any legal action or proceeding relating to this Agreement.

Section 8.07 No Third Party Rights

The provisions of this Agreement shall not be deemed to create any right of action in favor of third parties against the Awardee or the City or their respective officials and employees.

ARTICLE 9 - CONTRACT CHANGES

Section 9.01 Contract Changes

Changes to this Agreement may be made only as duly authorized by the ACCO or his or her designee. Any amendment or change to this Agreement shall not be valid unless made in writing and signed by authorized representatives of both parties. The Awardee deviates from the requirements of this Agreement without a duly approved and executed change order document or written Awardee Agreement modification or amendment at its own risk.

ARTICLE 10 - INTENTIONALLY OMITTED

ARTICLE 11 - INTENTIONALLY OMITTED

ARTICLE 12 - CLAIMS

Section 12.01 Choice of Law

This Agreement shall be deemed to be executed in the City and State of New York, regardless of the domicile of the Awardee, and shall be governed by and construed in accordance with the Laws of the State of New York (notwithstanding New York choice of law or conflict of law principles) and the Laws of the United States, where applicable.

Section 12.02 Jurisdiction and Venue

Appendix A – Additional City Contract Terms

Subject to Section 12.03, the parties agree that any and all claims asserted by or against the City arising under or related to this Agreement shall solely be heard and determined either in the courts of the United States located in the City or in the courts of the State located in the City and County of New York. The parties shall consent to the dismissal and/or transfer of any claims asserted in any other venue or forum to the proper venue or forum. If the Awardee initiates any action in breach of this Section 12.02, the Awardee shall be responsible for and shall promptly reimburse the City for any attorneys' fees incurred by the City in removing the action to a proper court consistent with this Section 12.02.

Section 12.03 Claims and Actions

A. Any claim, that is not subject to dispute resolution under this Agreement, against the City for damages for breach of the Awardee Agreement shall not be made or asserted in any action, unless the Awardee shall have strictly complied with all requirements relating to the giving of notice and of information with respect to such claims, as provided in this Agreement and Applicable Law.

B. No action shall be instituted or maintained on any such claims unless such action shall be commenced within six months of the termination or expiration of this Agreement, or within six months after the accrual of the cause of action, whichever first occurs.

Section 12.04 No Claim Against Officials, Agents, or Employees

No claim shall be made by the Awardee against any official, agent, or employee of the City in their personal capacity for, or on account of, anything done or omitted in connection with this Agreement.

Section 12.05 No Waiver

Waiver by either the Department or the Awardee of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless and until the same shall be agreed to in writing by the parties as set forth in Section 9.01.

ARTICLE 13 - APPLICABLE LAWS

Section 13.01 All Legal Provisions Deemed Included

Each and every provision required by Law to be inserted in this Agreement is hereby deemed to be a part of this Agreement, whether actually inserted or not.

Section 13.02 Severability / Unlawful Provisions Deemed Stricken

If this Agreement contains any unlawful provision not an essential part of the Agreement and which shall not appear to have been a controlling or material inducement to the making of

Appendix A – Additional City Contract Terms

this Agreement, the unlawful provision shall be deemed of no effect and shall, upon notice by either party, be deemed stricken from the Agreement without affecting the binding force of the remainder.

Section 13.03 Compliance With Laws

The Awardee shall perform all services under this Agreement in accordance with all applicable Laws as are in effect at the time such services are performed.

Section 13.04 Unlawful Discrimination in the Provision of Services

A. *Discrimination in Public Accommodations.* With respect to services provided under this Agreement, the Awardee shall not unlawfully discriminate against any person because of actual or perceived age, religion, creed, sex, gender, gender identity or gender expression, sexual orientation, partnership status, marital status, disability, presence of a service animal, race, color, national origin, alienage, citizenship status, or military status, or any other class of individuals protected from discrimination in public accommodations by City, State or Federal laws, rules or regulations. The Awardee shall comply with all statutory and regulatory obligations to provide reasonable accommodations to individuals with disabilities.

B. *Discrimination in Housing Accommodations.* With respect to services provided under this Agreement, the Awardee shall not unlawfully discriminate against any person because of actual or perceived age, religion, creed, sex, gender, gender identity or gender expression, sexual orientation, status as a victim of domestic violence, stalking, and sex offenses, partnership status, marital status, presence of children, disability, presence of a service or emotional support animal, race, color, national origin, alienage or citizenship status, lawful occupation, or lawful source of income (including income derived from social security, or any form of federal, state, or local public government assistance or housing assistance including Section 8 vouchers), or any other class of individuals protected from discrimination in housing accommodations by City, State or Federal laws, rules or regulations. The Awardee shall comply with all statutory and regulatory obligations to provide reasonable accommodations to individuals with disabilities.

C. *Admin. Code § 6-123.* In accordance with Admin. Code § 6-123, the Awardee will not engage in any unlawful discriminatory practice as defined in and pursuant to the terms of Title 8 of the Admin. Code. The Awardee shall include a provision in any agreement with a first-level subcontractor performing services under this Agreement for an amount in excess of \$50,000.00 that such subcontractor shall not engage in any such unlawful discriminatory practice.

D. *Immigration status.* In connection with the services provided under this Agreement, the Awardee shall not inquire about the immigration status of a recipient or potential recipient of such services unless (i) it is necessary for the determination of program, service or benefit eligibility or the provision of City services or (ii) the Awardee is required by law to inquire about such person's immigration status.

Appendix A – Additional City Contract Terms

Section 13.05 Americans with Disabilities Act (ADA)

A. This Agreement is subject to the provisions of Subtitle A of Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12131 *et seq.* (“ADA”) and regulations promulgated pursuant thereto, see 28 CFR Part 35. The Awardee shall not discriminate against an individual with a disability, as defined in the ADA, in providing services, programs, or activities pursuant to this Agreement. If directed to do so by the Department to ensure the Awardee’s compliance with the ADA during the term of this Agreement, the Awardee shall prepare a plan (“Compliance Plan”) which lists its program site(s) and describes in detail, how it intends to make the services, programs and activities set forth in the scope of services herein readily accessible and usable by individuals with disabilities at such site(s). If the program site is not readily accessible and usable by individuals with disabilities, Awardee shall also include in the Compliance Plan, a description of reasonable alternative means and methods that result in making the services, programs or activities provided under this Agreement, readily accessible to and usable by individuals with disabilities, including but not limited to people with visual, auditory or mobility disabilities. The Awardee shall submit the Compliance Plan to the ACCO for review within ten Days after being directed to do so and shall abide by the Compliance Plan and implement any action detailed in the Compliance Plan to make the services, programs, or activities accessible and usable by the disabled.

B. The Awardee’s failure to either submit a Compliance Plan as required herein or implement an approved Compliance Plan may be deemed a material breach of this Agreement and result in the City terminating this Agreement.

Section 13.06 Voter Registration

A. *Participating Agencies.* Pursuant to Charter § 1057-a, if this Agreement is made by and through a participating City agency and the Awardee has regular contact with the public in the daily administration of its business, the Awardee must comply with the requirements of this Section 13.06. The participating City agencies are: the Administration for Children’s Services; the City Clerk; the Civilian Complaint Review Board; the Commission on Human Rights; Community Boards; SBS; the Department of Citywide Administrative Services; the Department of Consumer Affairs; the Department of Correction; the Department of Environmental Protection; the Department of Finance; the Department of Health and Mental Hygiene; the Department of Homeless Services; the Department of Housing Preservation and Development; the Department of Parks and Recreation; the Department of Probation; the Taxi and Limousine Commission; the Department of Transportation; and the Department of Youth and Community Development.

B. *Distribution of Voter Registration Forms.* In accordance with Charter § 1057-a, the Awardee, if it has regular contact with the public in the daily administration of its business under this Agreement, hereby agrees as follows:

Appendix A – Additional City Contract Terms

1. The Awardee shall provide and distribute voter registration forms to all persons together with written applications for services, renewal, or recertification for services and change of address relating to such services. Such voter registration forms shall be provided to the Awardee by the City. The Awardee should be prepared to provide forms written in Spanish or Chinese, and shall obtain a sufficient supply of such forms from the City.

2. The Awardee shall also include a voter registration form with any Awardee communication sent through the United States mail for the purpose of supplying clients with materials for application, renewal, or recertification for services and change of address relating to such services. If forms written in Spanish or Chinese are not provided in such mailing, the Awardee shall provide such forms upon the Department's request.

3. The Awardee shall, subject to approval by the Department, incorporate an opportunity to request a voter registration application into any application for services, renewal, or recertification for services and change of address relating to such services provided on computer terminals, the World Wide Web or the Internet. Any person indicating that they wish to be sent a voter registration form via computer terminals, the World Wide Web or the Internet shall be sent such a form by the Awardee or be directed, in a manner subject to approval by the Department, to a link on that system where such a form may be downloaded.

4. The Awardee shall, at the earliest practicable or next regularly scheduled printing of its own forms, subject to approval by the Department, physically incorporate the voter registration forms with its own application forms in a manner that permits the voter registration portion to be detached therefrom. Until such time when the Awardee amends its form, the Awardee should affix or include a postage-paid City Board of Elections voter registration form to or with its application, renewal, recertification, and change of address forms.

5. The Awardee shall prominently display in its public office, subject to approval by the Department, promotional materials designed and approved by the City or State Board of Elections.

6. For the purposes of Paragraph A of this Section 13.06, the word "Awardee" shall be deemed to include subcontractors having regular contact with the public in the daily administration of their business.

7. The provisions of Paragraph A of this Section 13.06 shall not apply to services that must be provided to prevent actual or potential danger to life, health, or safety of any individual or of the public.

C. *Assistance in Completing Voter Registration Forms.* In accordance with Charter § 1057-a, the Awardee hereby agrees as follows:

Appendix A – Additional City Contract Terms

1. In the event the Department provides assistance in completing distributed voter registration forms, the Awardee shall also provide such assistance, in the manner and to the extent specified by the Department.

2. In the event the Department receives and transmits completed registration forms from applicants who wish to have the forms transmitted to the City Board of Elections, the Awardee shall similarly provide such service, in the manner and to the extent specified by the Department.

3. If, in connection with the provision of services under this Agreement, the Awardee intends to provide assistance in completing distributed voter registration forms or to receive and transmit completed registration forms from applicants who wish to have the forms transmitted to the City Board of Elections, the Awardee shall do so only by prior arrangement with the Department.

4. The provision of Paragraph B services by the Awardee may be subject to Department protocols, including protocols regarding confidentiality.

D. *Required Statements.* In accordance with Charter § 1057-a, the Awardee hereby agrees as follows:

1. The Awardee shall advise all persons seeking voter registration forms and information, in writing together with other written materials provided by the Awardee or by appropriate publicity, that the Awardee's or government services are not conditioned on being registered to vote.

2. No statement shall be made and no action shall be taken by the Awardee or an employee of the Awardee to discourage an applicant from registering to vote or to encourage or discourage an applicant from enrolling in any particular political party.

3. The Awardee shall communicate to applicants that the completion of voter registration forms is voluntary.

4. The Awardee and the Awardee's employees shall not:

a. seek to influence an applicant's political preference or party designation;

b. display any political preference or party allegiance;

c. make any statement to an applicant or take any action the purpose or effect of which is to discourage the applicant from registering to vote; or

Appendix A – Additional City Contract Terms

d. make any statement to an applicant or take any action the purpose or effect of which is to lead the applicant to believe that a decision to register or not to register has any bearing on the availability of services or benefits.

E. The Awardee, as defined above and in this Agreement, agrees that the covenants and representations in this Section 13.06 are material conditions of this Agreement.

F. The provisions of this Section 13.06 do not apply where the services under this Agreement are supported by a federal or State grant of funds and the source of funds prohibits the use of federal or State funds for the purposes of this Section.

Section 13.07 Political Activity

The Awardee's provision of services under this Agreement shall not include any partisan political activity or any activity to further the election or defeat of any candidate for public, political, or party office, nor shall any of the funds provided under this Agreement be used for such purposes.

Section 13.08 Religious Activity

There shall be no religious worship, instruction, or proselytizing as part of or in connection with the Awardee's provision of services under this Agreement, nor shall any of the funds provided under this Agreement be used for such purposes.

Section 13.09 Participation in an International Boycott

A. The Awardee agrees that neither the Awardee nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the federal Export Administration Act of 1979, as amended, 50 U.S.C. Appendix. §§ 2401 *et seq.*, or the regulations of the United States Department of Commerce promulgated thereunder.

B. Upon the final determination by the Commerce Department or any other agency of the United States as to, or conviction of, the Awardee or a substantially-owned affiliated company thereof, of participation in an international boycott in violation of the provisions of the Export Administration Act of 1979, as amended, or the regulations promulgated thereunder, the Comptroller may, at his or her option, render forfeit and void this Agreement.

C. The Awardee shall comply in all respects, with the provisions of Admin. Code § 6-114 and the rules issued by the Comptroller thereunder.

Section 13.10 MacBride Principles

A. In accordance with and to the extent required by Admin. Code § 6-115.1, the Awardee stipulates that the Awardee and any individual or legal entity in which the Awardee

Appendix A – Additional City Contract Terms

holds a ten percent (10%) or greater ownership interest and any individual or legal entity that holds a ten percent (10%) or greater ownership interest in the Awardee either (a) have no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles.

B. The Awardee agrees that the covenants and representations in Paragraph A above are material conditions to this Agreement.

C. This Section does not apply if the Awardee is a not-for-profit corporation.

ARTICLE 14 - MISCELLANEOUS PROVISIONS

Section 14.01 Conditions Precedent

A. This Agreement shall be neither binding nor effective unless and until it is registered pursuant to Charter § 328.

Section 14.02 Merger

This written Agreement contains all the terms and conditions agreed upon by the parties, and no other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties, or to modify any of the terms contained in this Agreement, other than a written change, amendment or modification duly executed by both parties pursuant to Article 9 of this Appendix A.

Section 14.03 Headings

Headings are inserted only as a matter of convenience and therefore are not a part of and do not affect the substance of this Agreement.

WHISTLEBLOWER PROTECTION EXPANSION ACT POSTER



REPORT
CORRUPTION, FRAUD, UNETHICAL CONDUCT
RELATING TO A NYC-FUNDED CONTRACT
OR PROJECT
CALL THE NYC DEPARTMENT OF INVESTIGATION
212-825-5959

DOI CAN ALSO BE REACHED BY MAIL
OR IN PERSON AT:
New York City Department of
Investigation (DOI)
80 Maiden Lane, 17th floor
New York, New York 10038
Attention: COMPLAINT BUREAU

OR FILE A COMPLAINT ON-LINE AT:
www.nyc.gov/doi

All communications are confidential



Or scan the QR Code above
to make a complaint

**THE LAW PROTECTS EMPLOYEES OF
CITY CONTRACTORS WHO REPORT CORRUPTION**

- Any employee of a City contractor, or subcontractor of the City, or a City contractor with a contract valued at more than \$100,000 is protected under the law from retaliation by his or her employer if the employee reports wrongdoing related to the contract to the DOI.
- **To be protected by this law**, an employee must report to DOI – or to certain other specified government officials – information about fraud, false claims, corruption, criminality, conflict of interest, gross mismanagement, or abuse of authority relating to a City contract valued at more than \$100,000.
- Any employee who makes such a report and who believes he or she has been dismissed, demoted, suspended, or otherwise subject to an adverse personnel action because of that report is entitled to bring a lawsuit against the contractor and recover damages

APPENDIX B

Hiring and Employment Rider: HireNYC and Reporting Requirements

APPENDIX C

Commercial Waste Zones Rules

APPENDIX D

Local Law 199 for the Year 2019

EXHIBIT A-1

MAP OF ALL COMMERCIAL WASTE ZONES

EXHIBIT A-2

LIST OF DESIGNATED ZONES

The Company is the Awardee of the following Commercial Waste Zones:

Designated Zone	Zone Implementation Start Date	Zone Final Implementation Date	Initial Zone Term Expiration Date	Renewal Term 1 (If Exercised) and Updated Zone Expiration Date	Renewal Term 2 (If Exercised) and Updated Zone Expiration Date

EXHIBIT B
CUSTOMER PRICING SCHEDULE FOR DESIGNATED ZONES
(By Individual Designated Zone)

[Insert Forms Included in the RFP; Upon Award Replace With Pricing Schedule Proposed by the
Applicable Awardee]

EXHIBIT C-1
SUBCONTRACTING PLAN

EXHIBIT C-2

LIST OF DESIGNATED CARTERS

The following Designated Carters are permitted to provide commercial waste collection services as the Company's Subcontractors in the following Commercial Waste Zones:

Designated Zone	Designated Carter 1	Designated Carter 1 Approval Date	Designated Carter 2	Designated Carter 2 Approval Date

EXHIBIT D
CUSTOMER TRANSITION PLAN

EXHIBIT E
EDUCATION AND OUTREACH PLAN

EXHIBIT F
CUSTOMER SERVICE PLAN

EXHIBIT G
ZERO WASTE PLAN

EXHIBIT H
WASTE MANAGEMENT PLAN

EXHIBIT I
HEALTH AND SAFETY PLAN

EXHIBIT J
AIR POLLUTION REDUCTION PLAN

APPENDIX D: COMMERCIAL WASTE ZONE MAPS

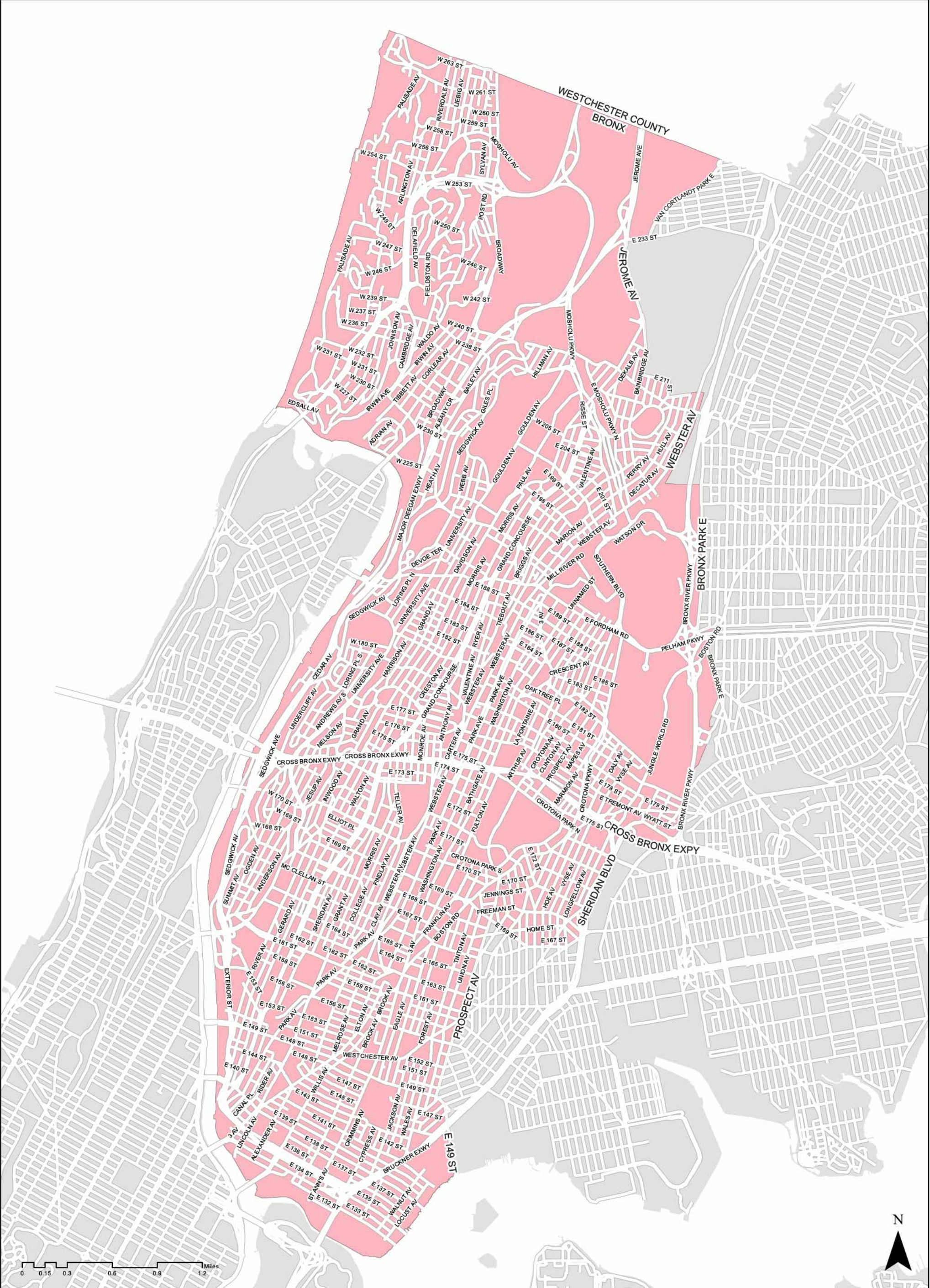
Appendix D: Commercial Waste Zone Maps

All Commercial Waste Zones



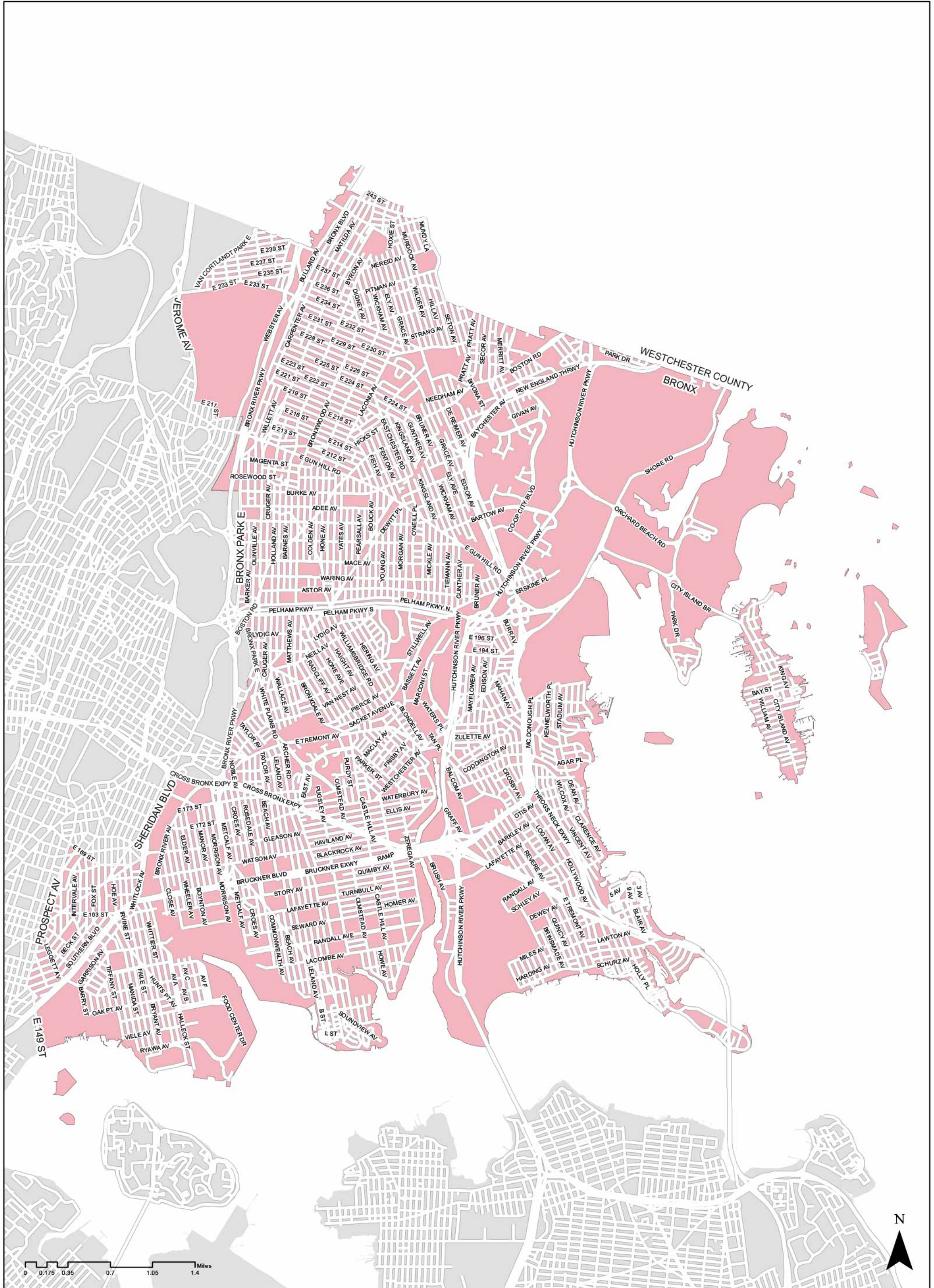
Appendix D: Commercial Waste Zone Maps

Bronx West



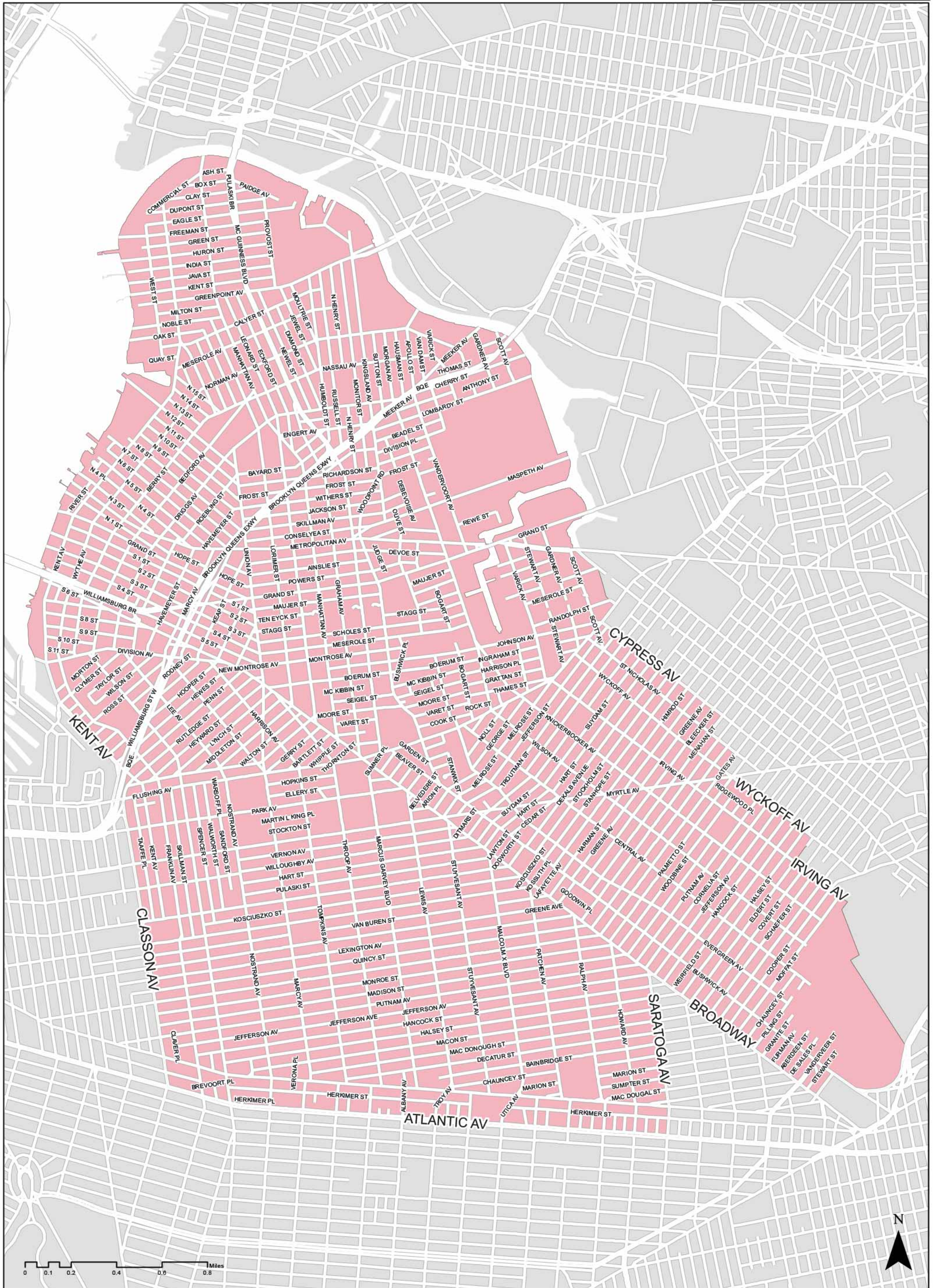
Appendix D: Commercial Waste Zone Maps

Bronx East



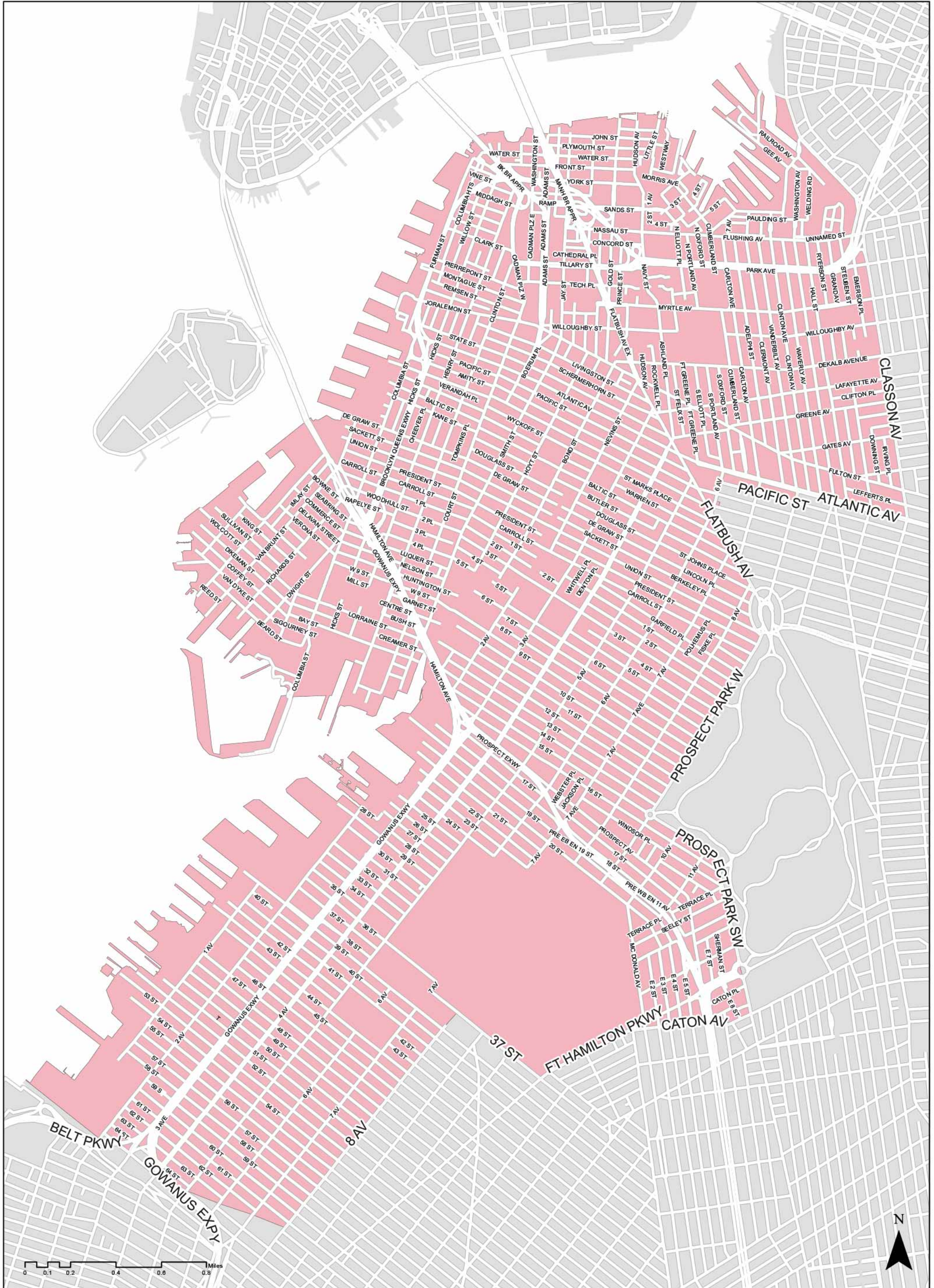
Appendix D: Commercial Waste Zone Maps

Brooklyn North



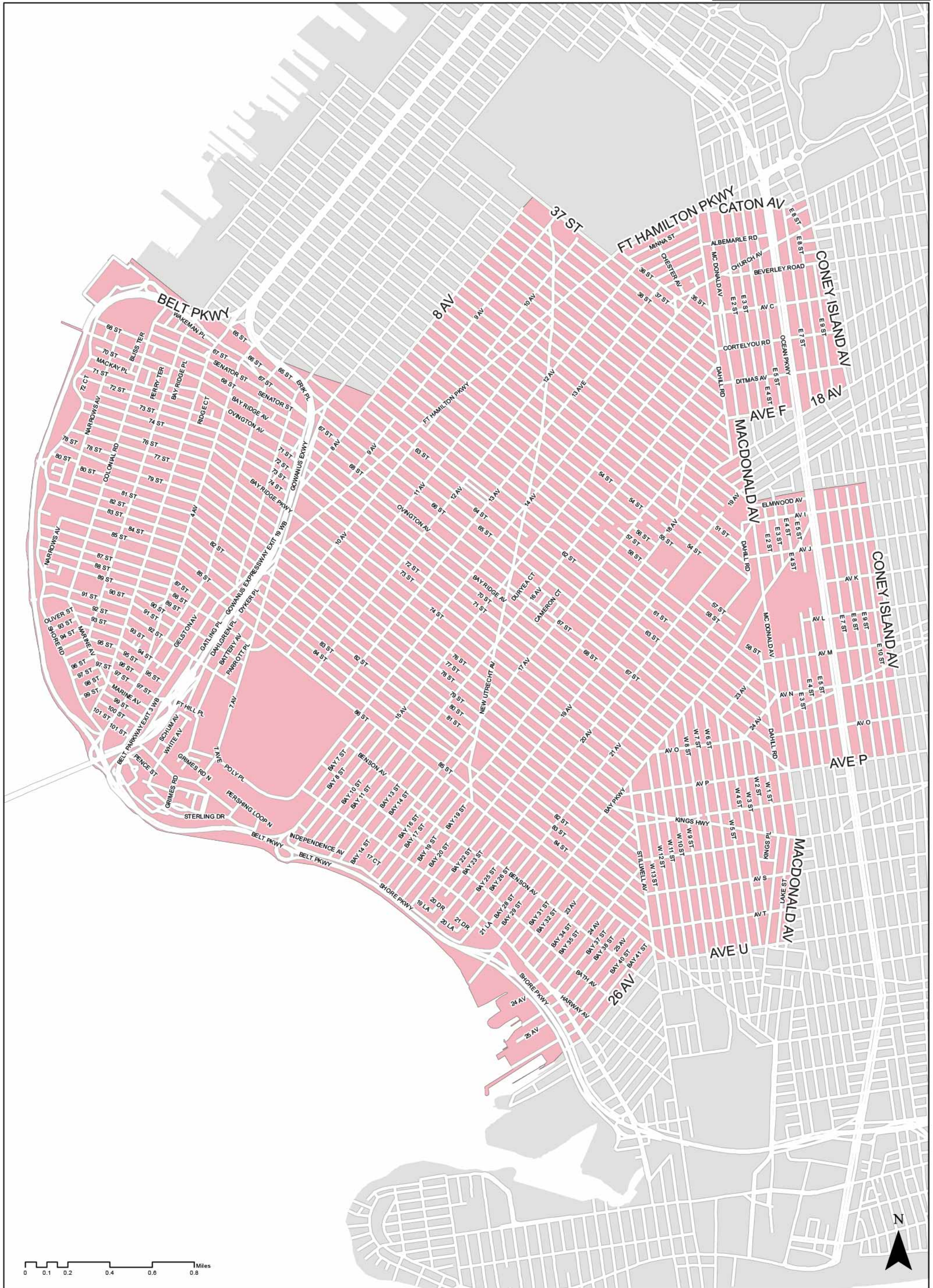
Appendix D: Commercial Waste Zone Maps

Brooklyn West



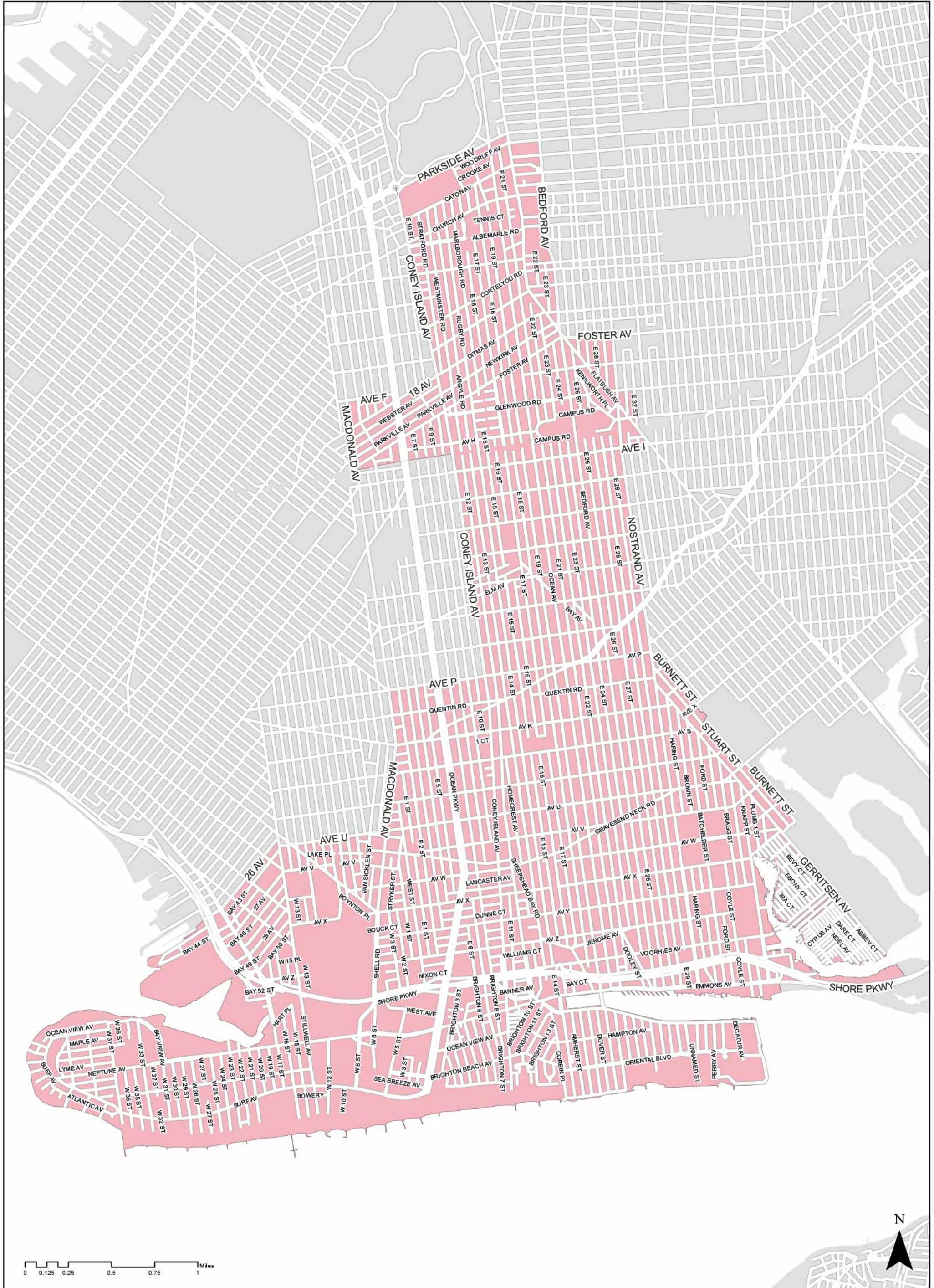
Appendix D: Commercial Waste Zone Maps

Brooklyn Southwest



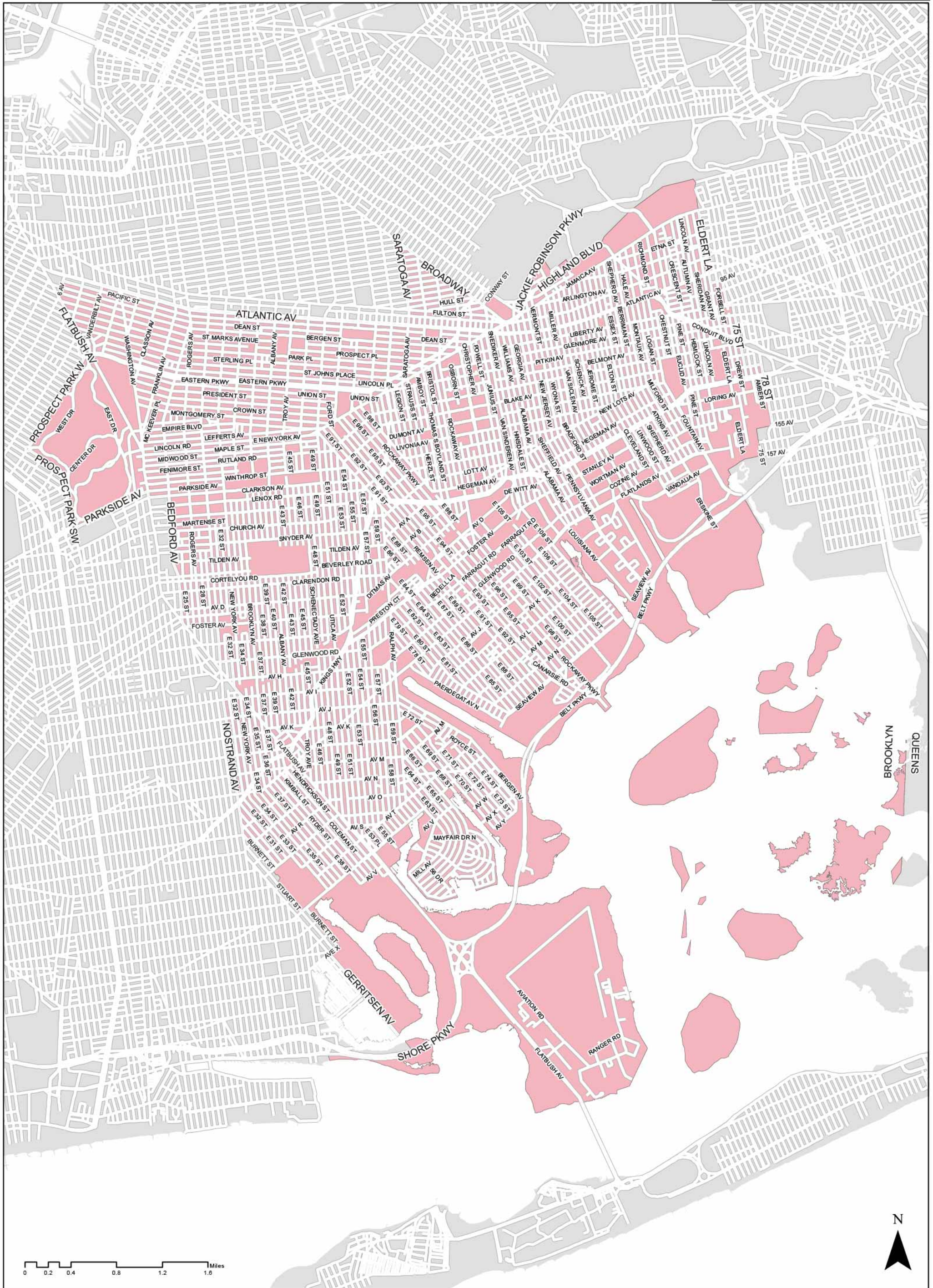
Appendix D: Commercial Waste Zone Maps

Brooklyn South



Appendix D: Commercial Waste Zone Maps

Brooklyn East

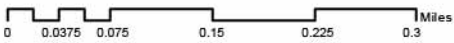
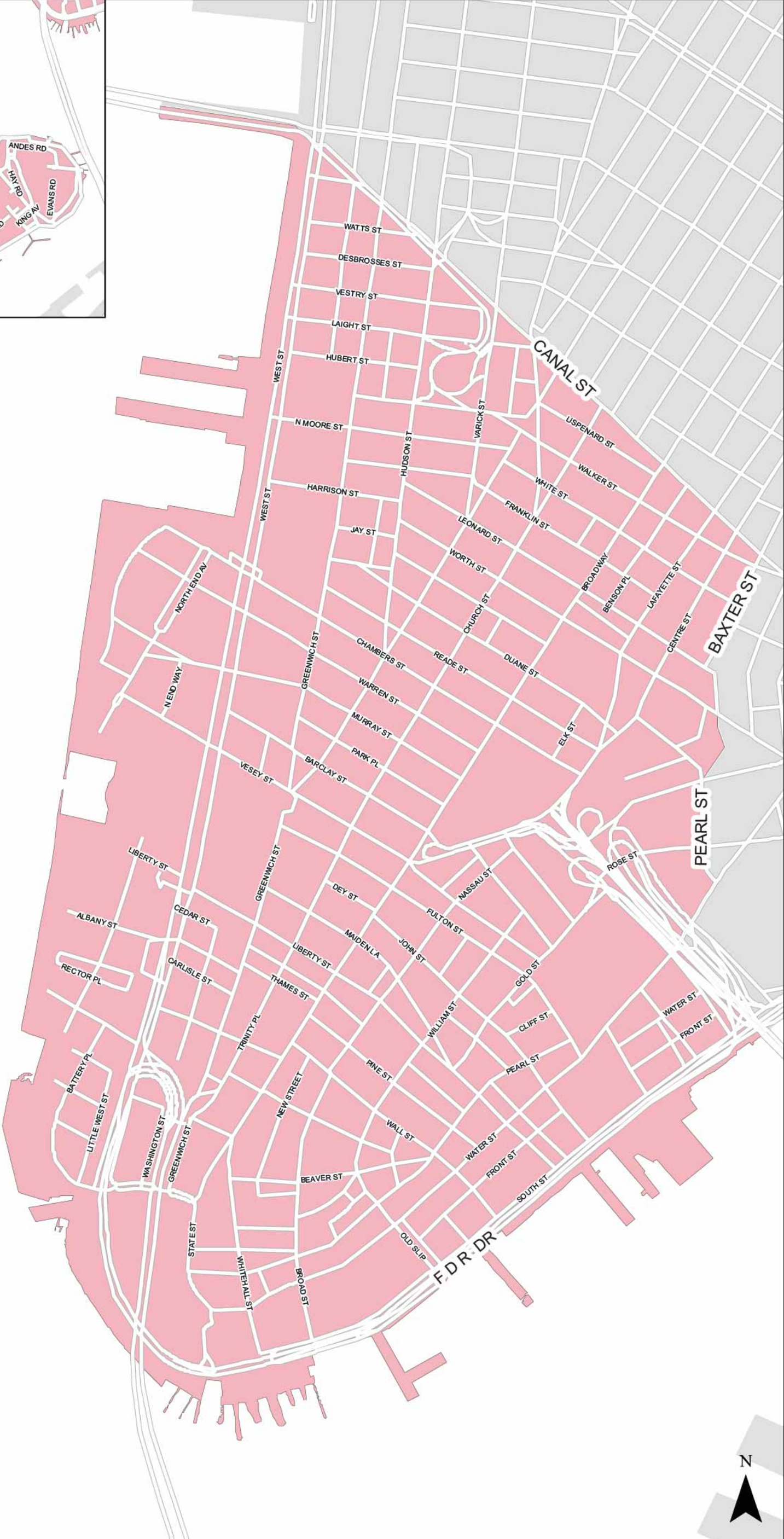
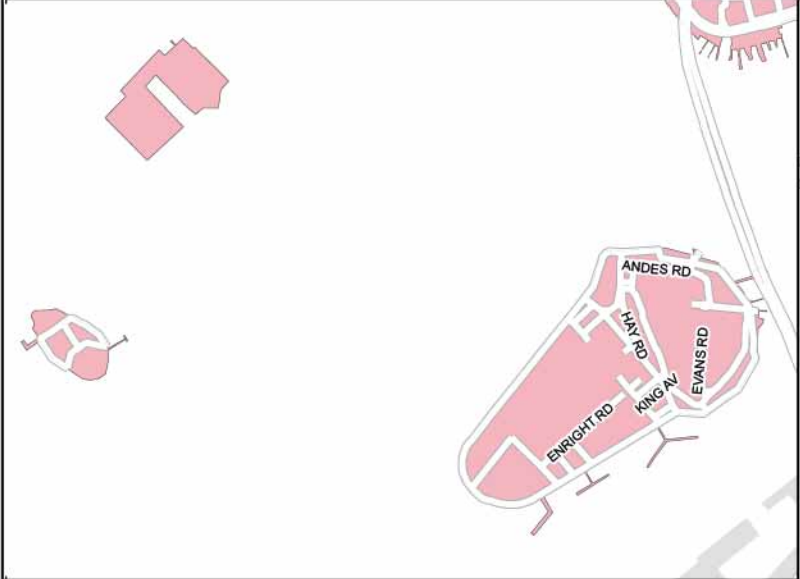


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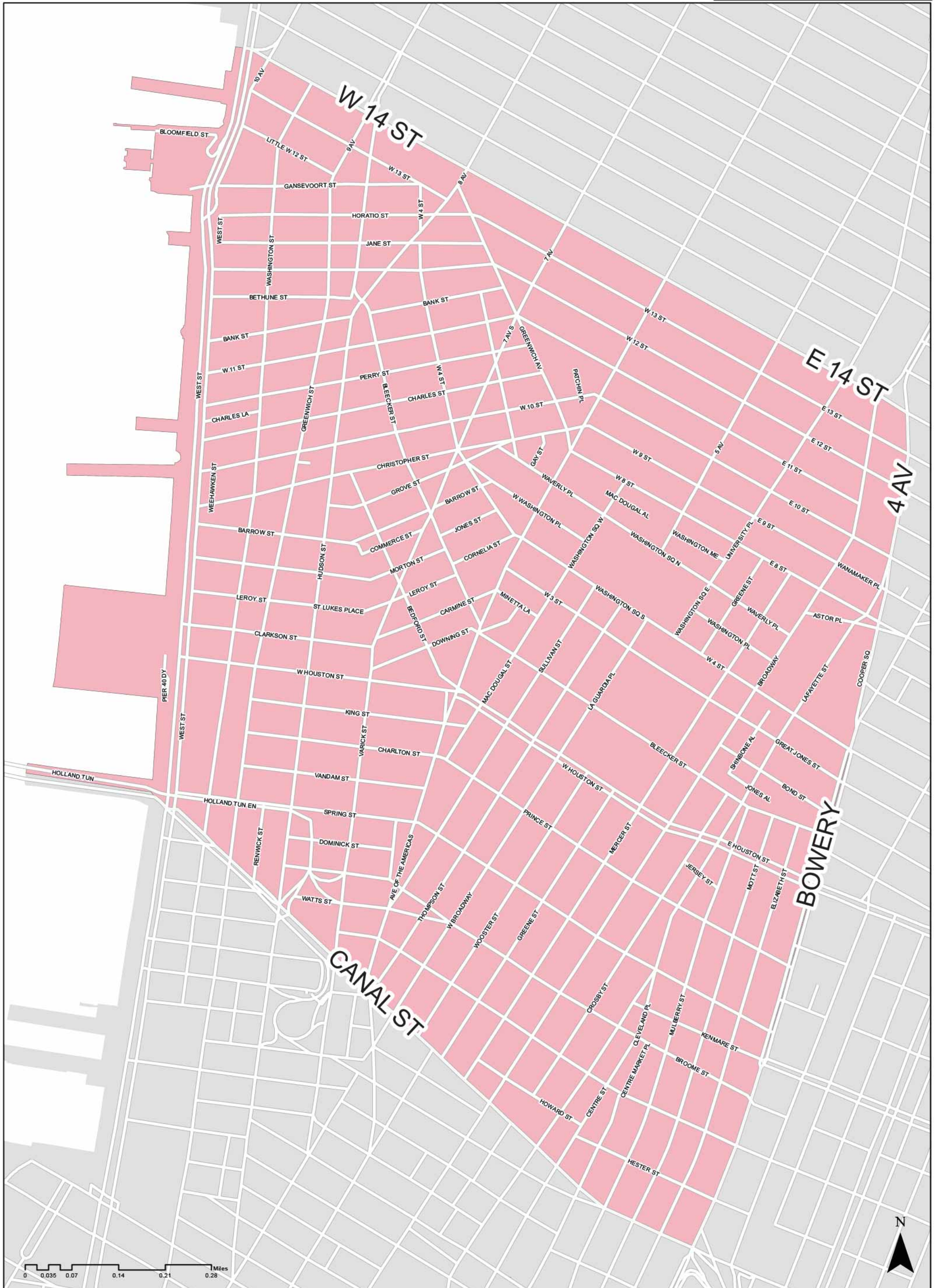
Appendix D: Commercial Waste Zone Maps

Lower Manhattan



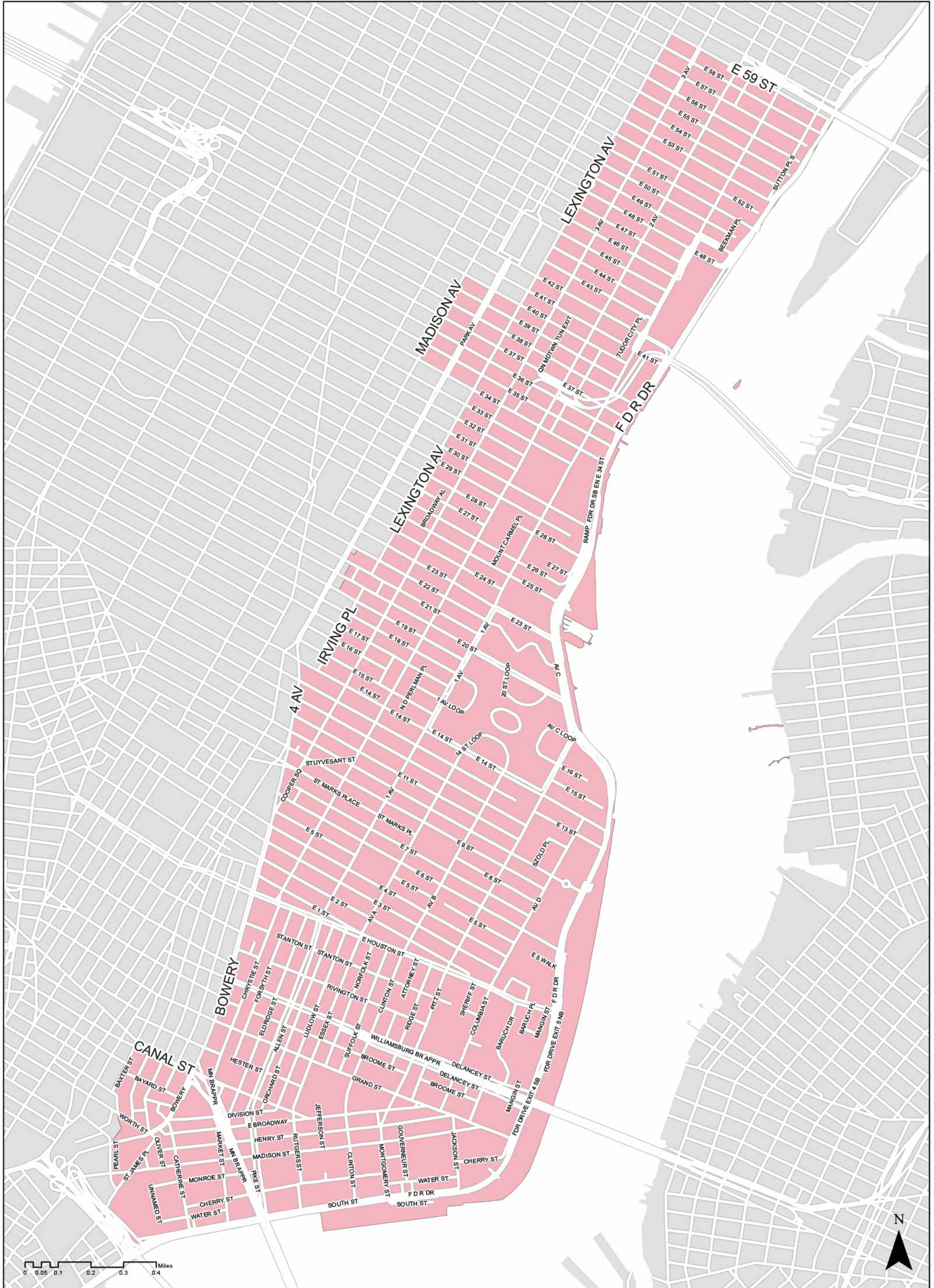
Appendix D: Commercial Waste Zone Maps

Manhattan Southwest



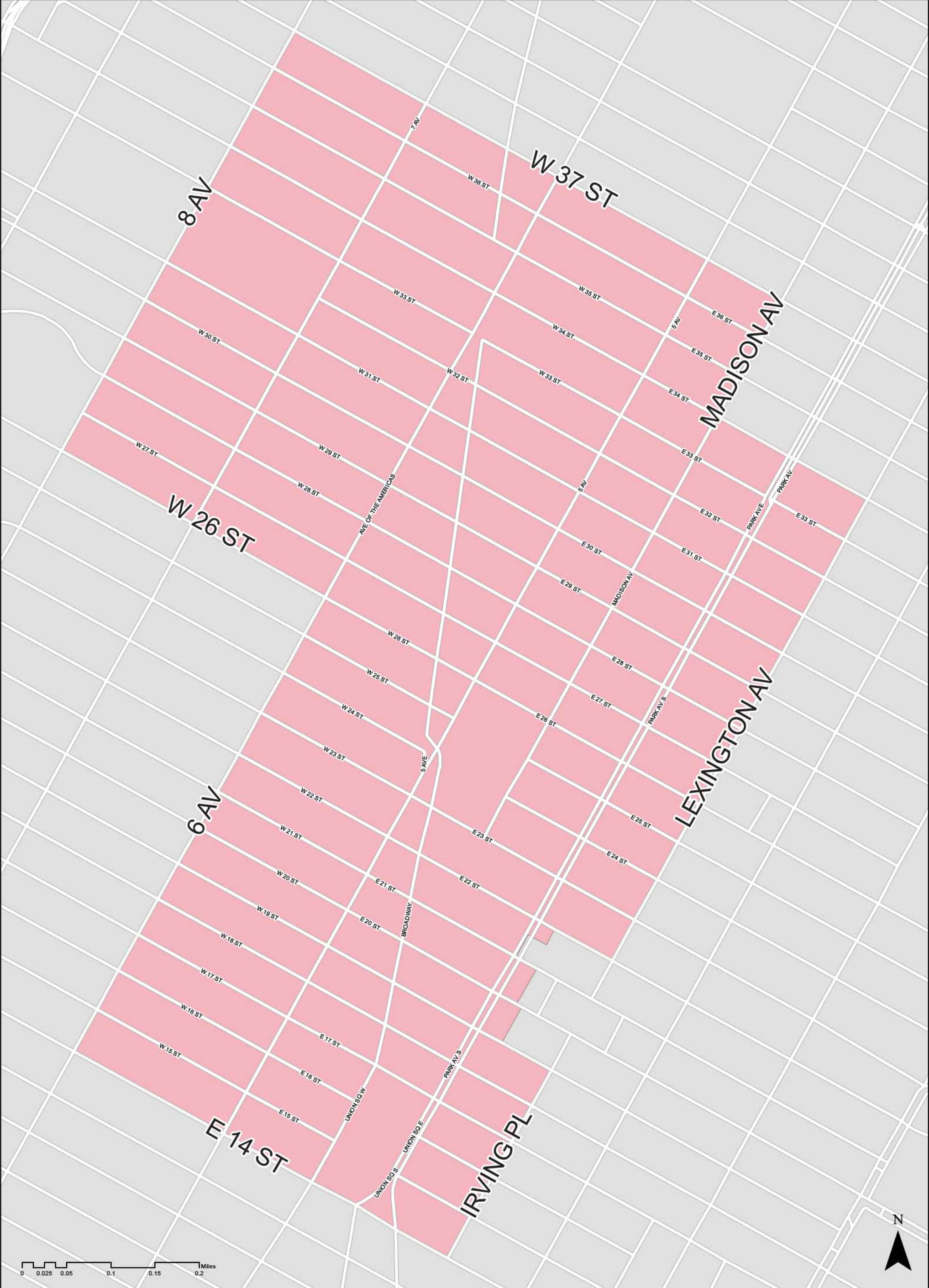
Appendix D: Commercial Waste Zone Maps

Manhattan Southeast



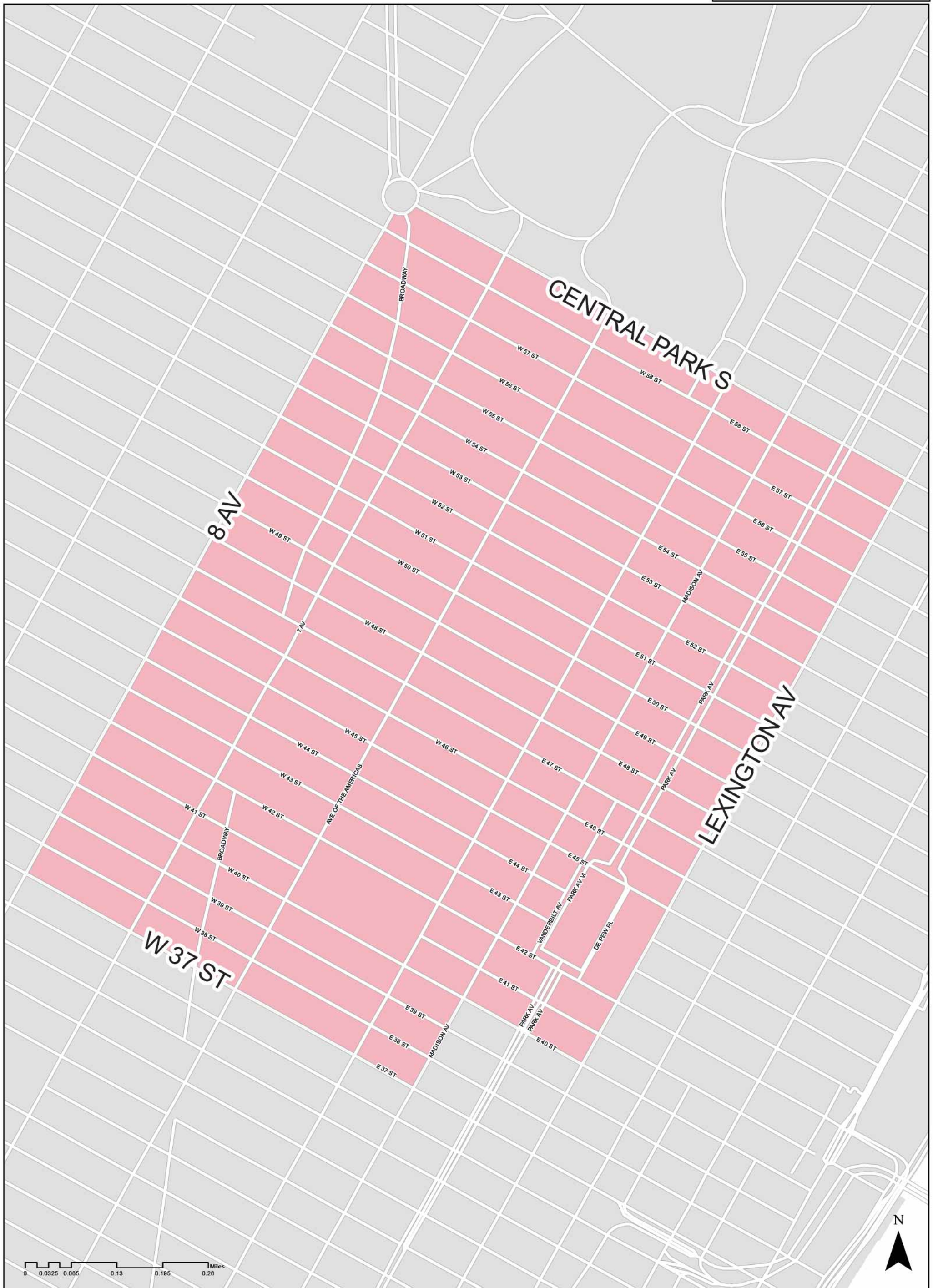
Appendix D: Commercial Waste Zone Maps

Midtown South



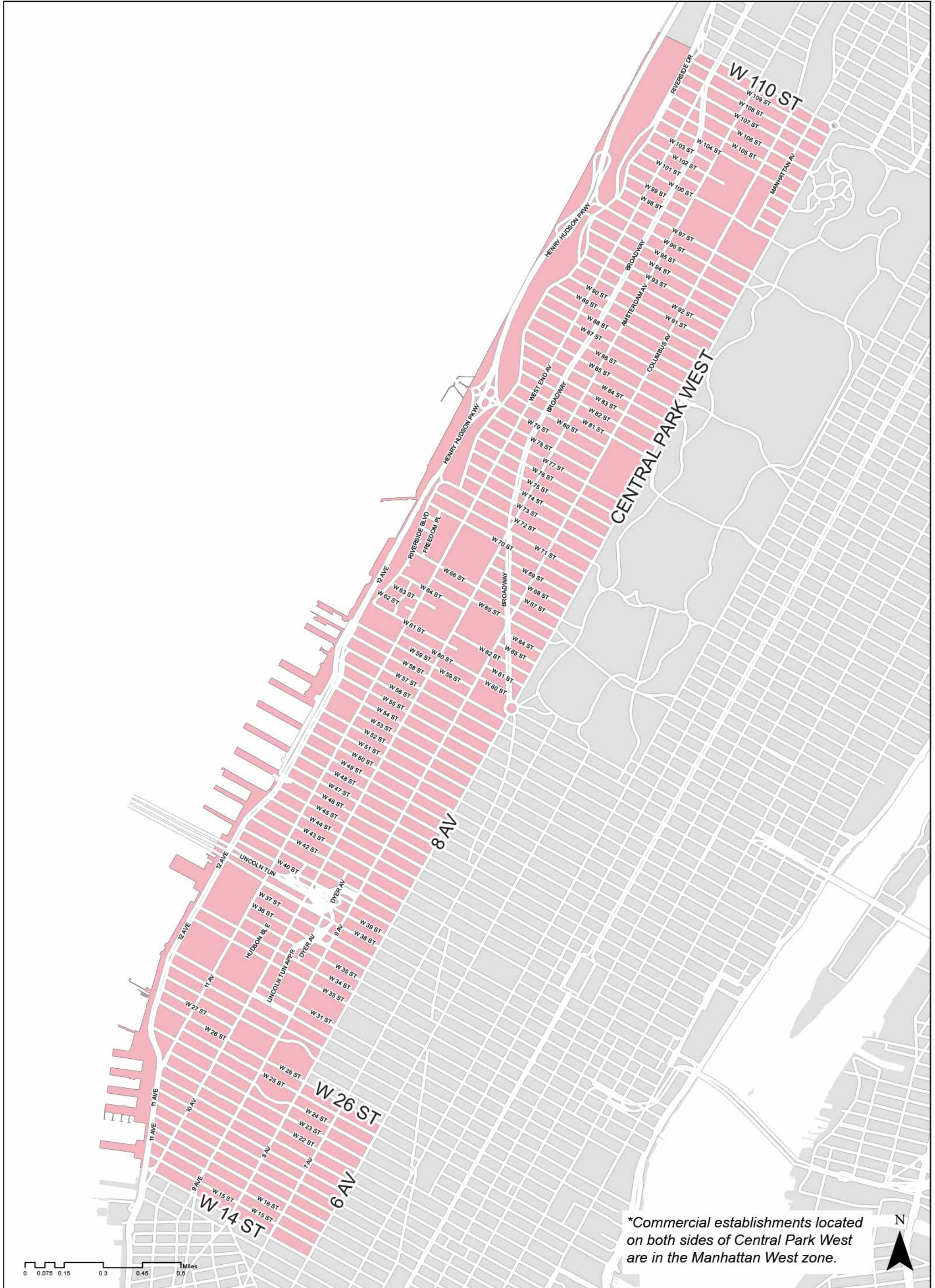
Appendix D: Commercial Waste Zone Maps

Midtown North



Appendix D: Commercial Waste Zone Maps

Manhattan West

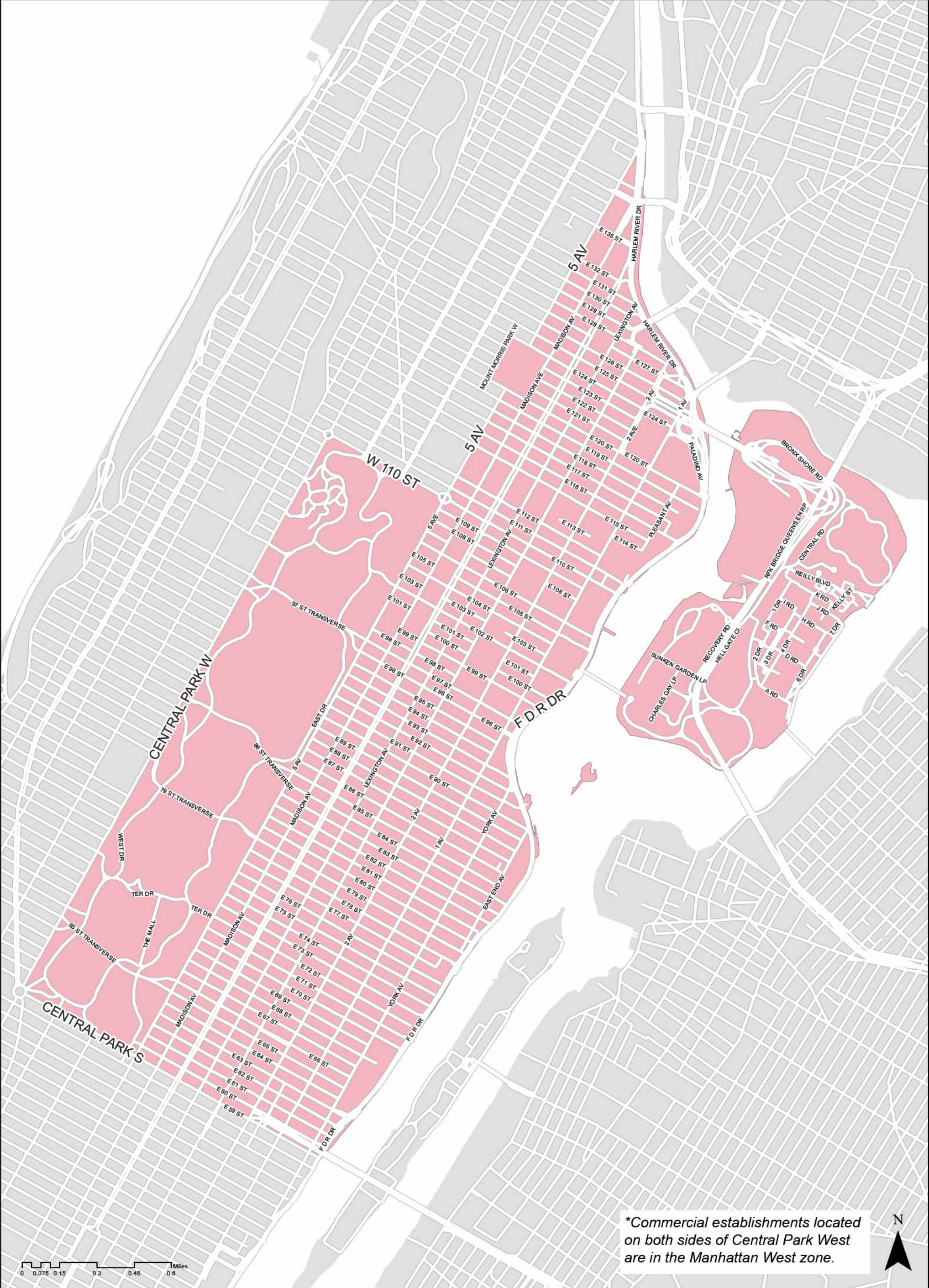


*Commercial establishments located on both sides of Central Park West are in the Manhattan West zone.



Appendix D: Commercial Waste Zone Maps

Manhattan Northeast

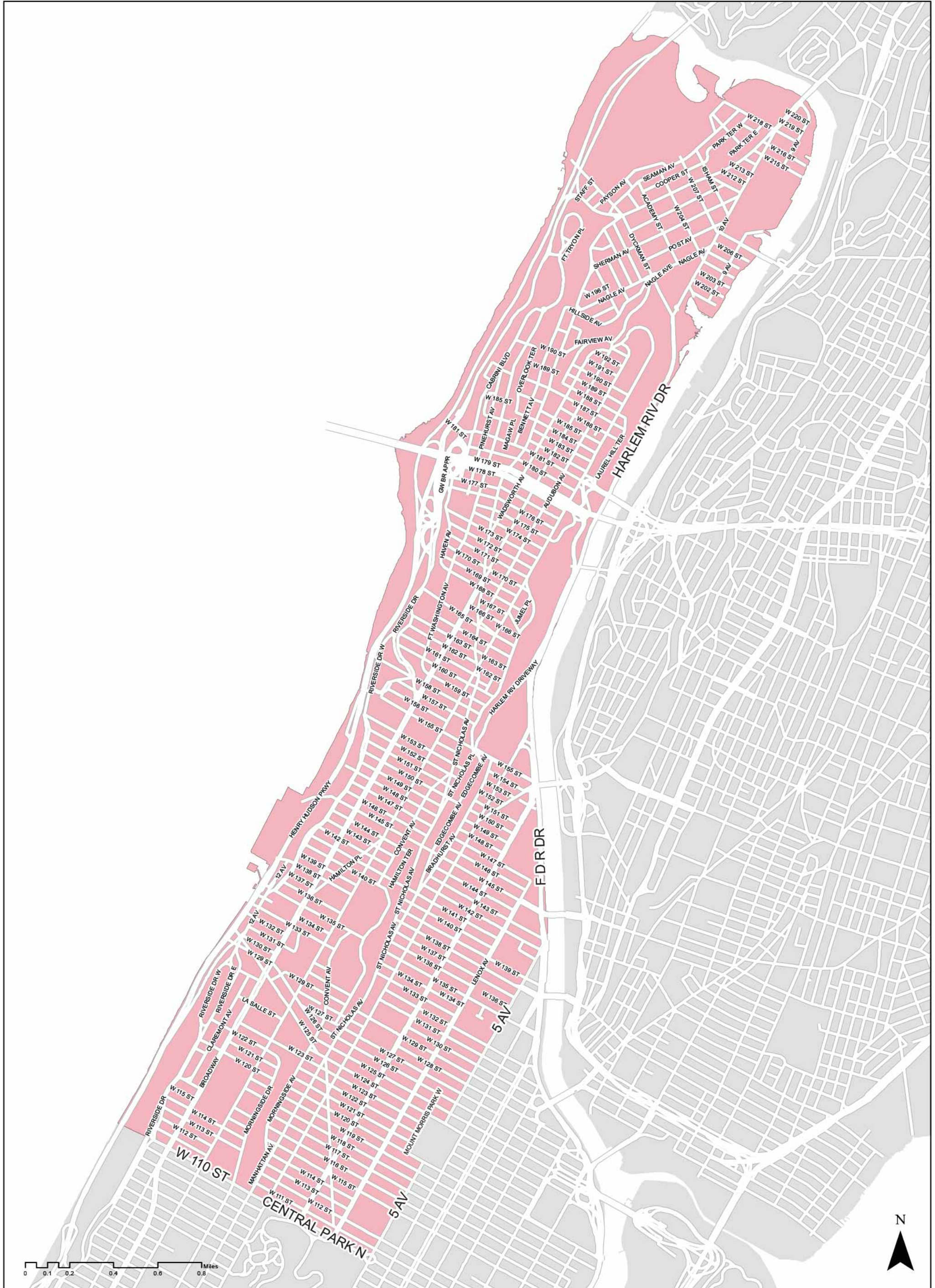


*Commercial establishments located on both sides of Central Park West are in the Manhattan West zone.



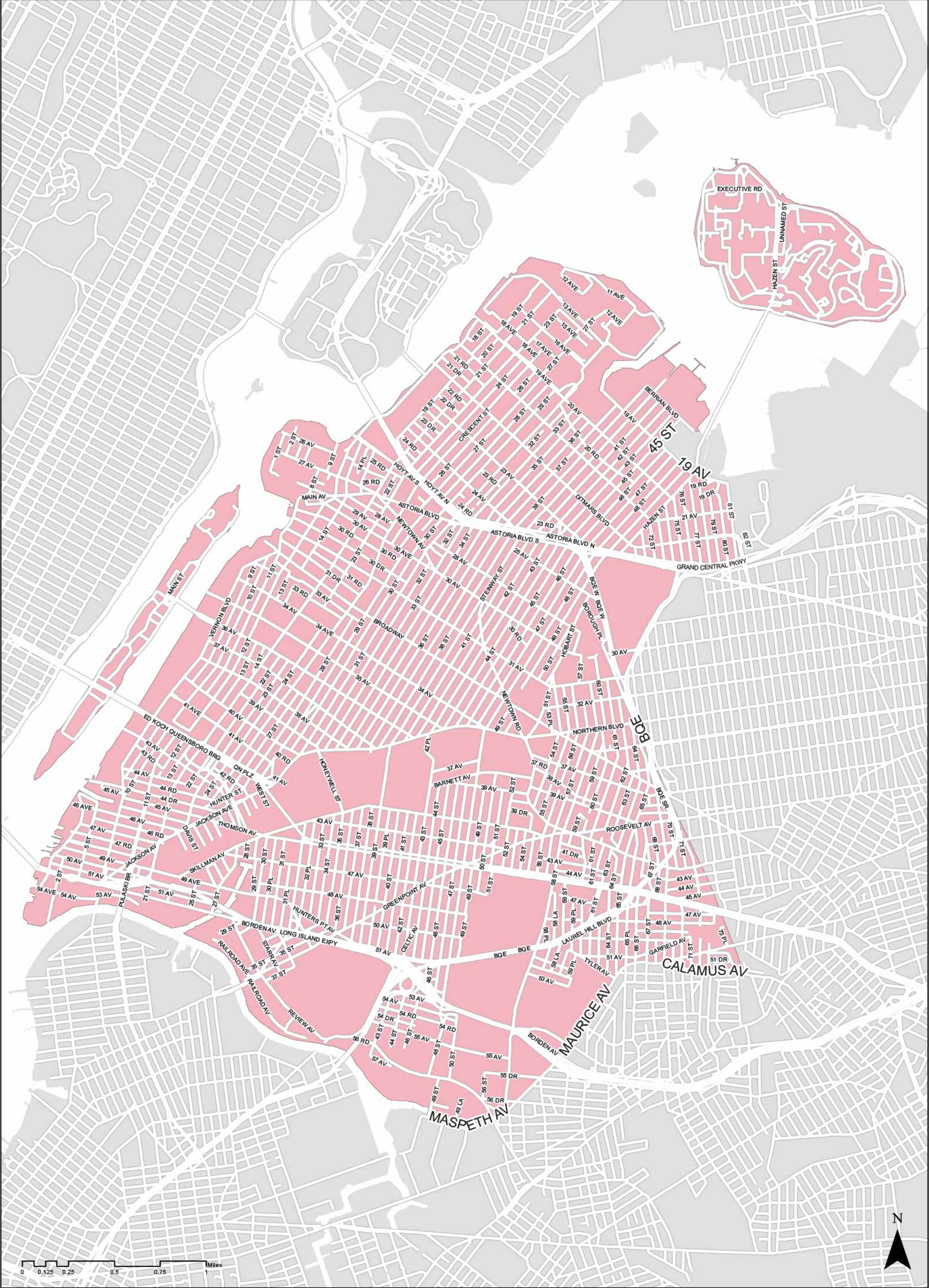
Appendix D: Commercial Waste Zone Maps

Upper Manhattan



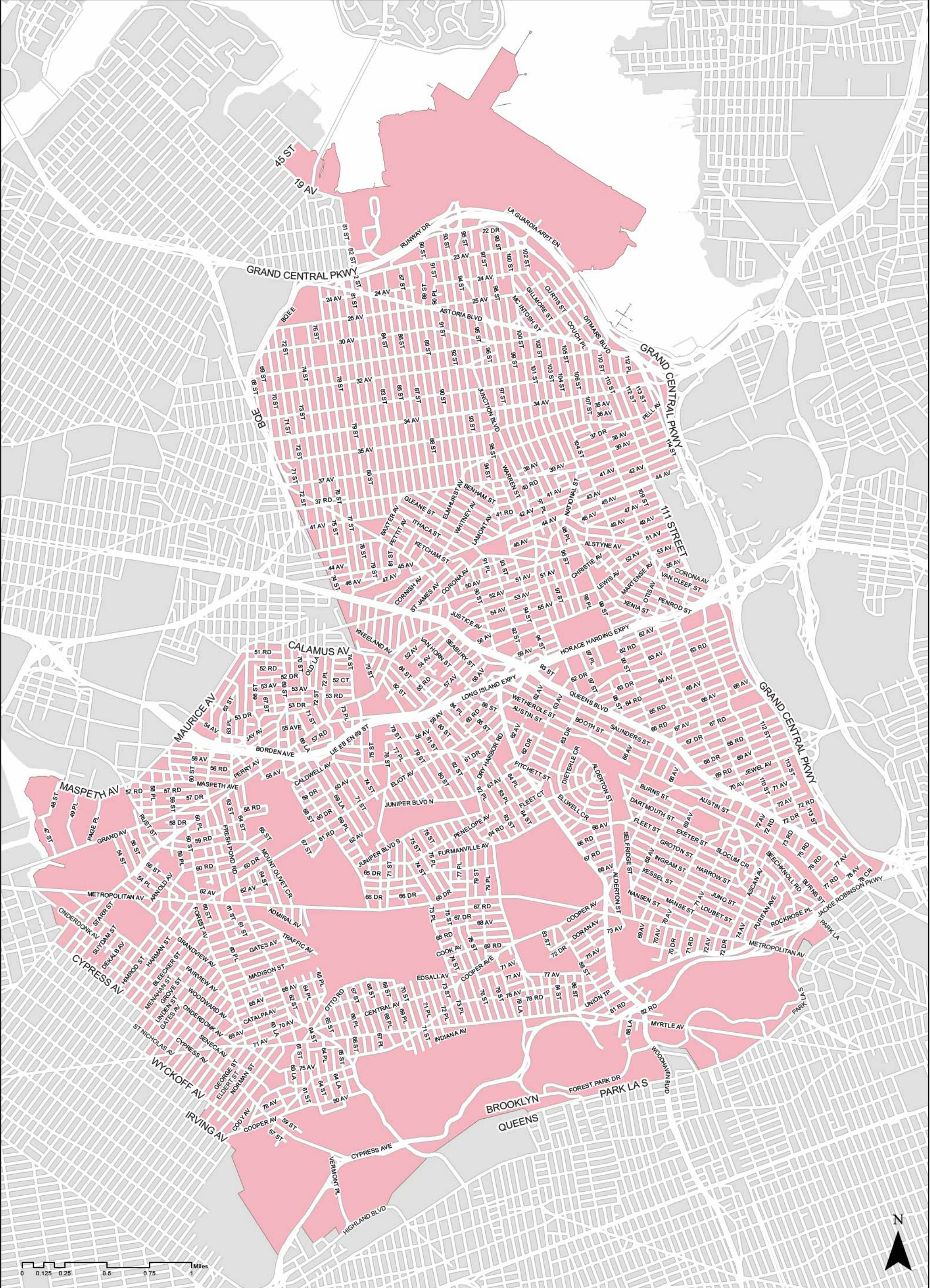
Appendix D: Commercial Waste Zone Maps

Queens West

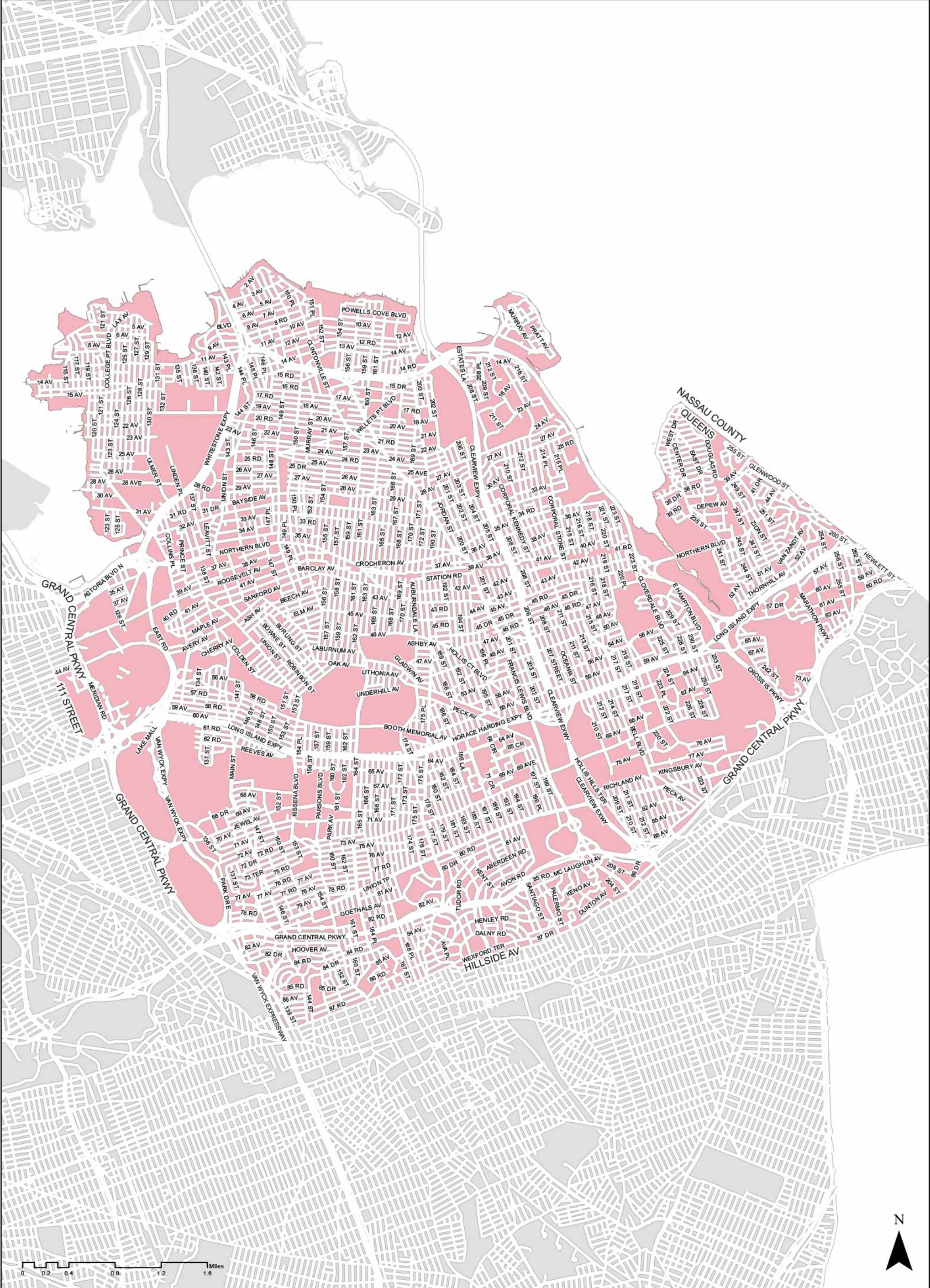


Appendix D: Commercial Waste Zone Maps

Queens Central

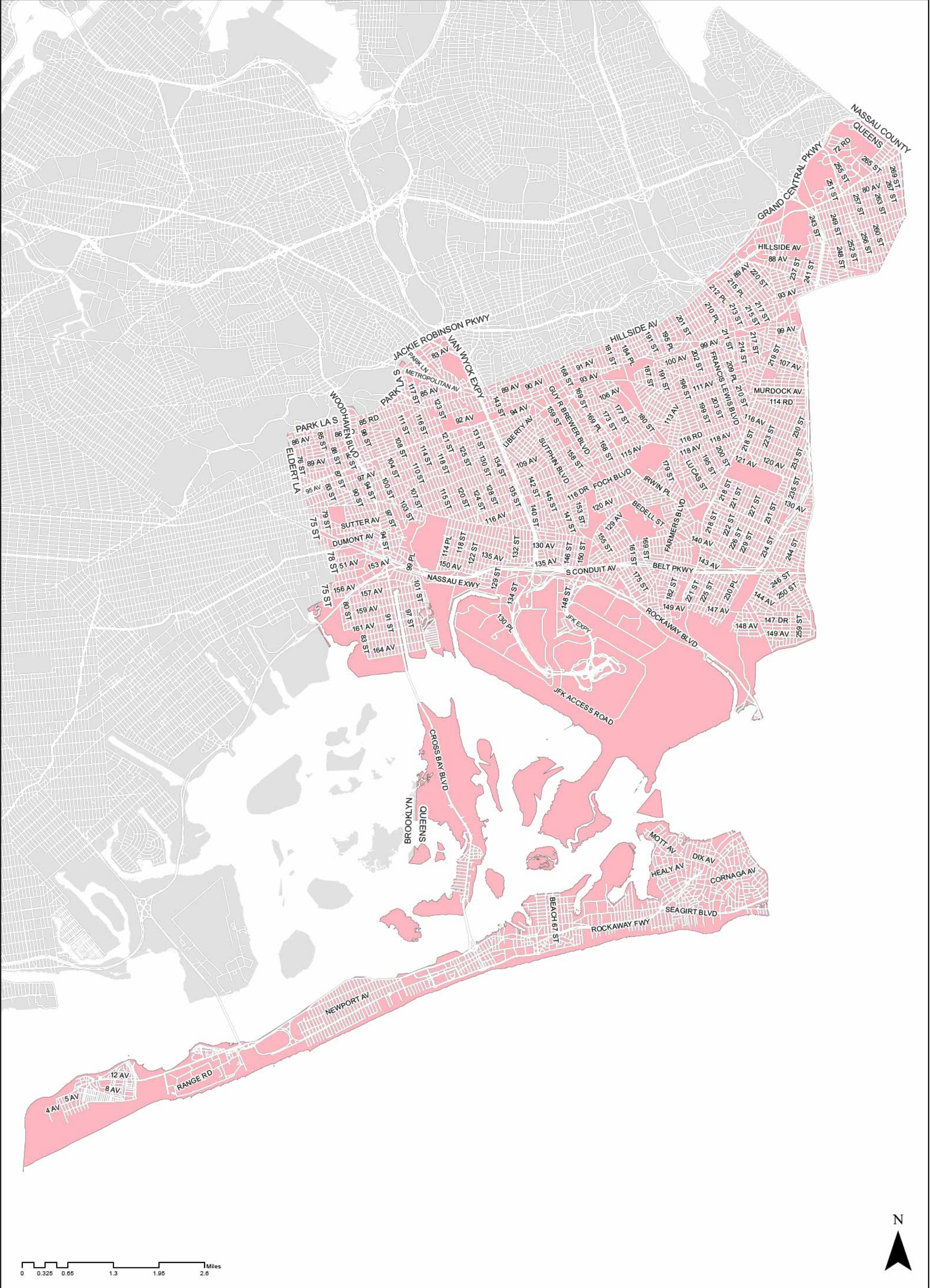


Appendix D: Commercial Waste Zone Maps Queens Northeast

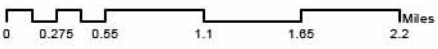
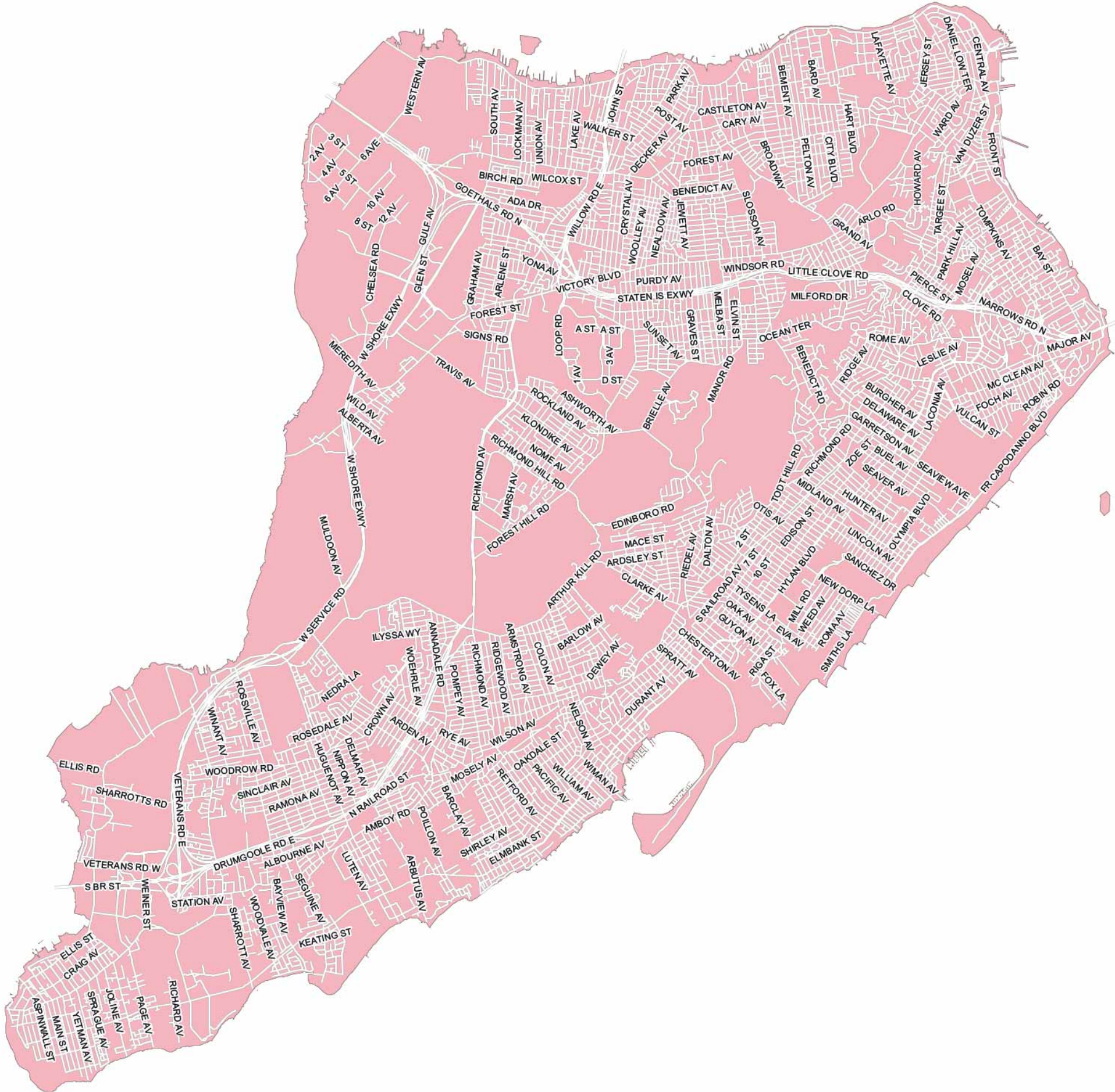


Appendix D: Commercial Waste Zone Maps

Queens Southeast



Appendix D: Commercial Waste Zone Maps Staten Island



**APPENDIX E: RFEI RESPONSES FOR TRANSFER,
PROCESSING, BENEFICIAL END-USE OR DISPOSAL
FACILITIES**

**RESPONSES TO REQUEST FOR EXPRESSED INTEREST
FOR EXISTING AND PROPOSED TRANSFER
PROCESSING, BENEFICIAL END-USE AND DISPOSAL
FACILITIES RELATED TO COMMERCIAL WASTE ZONES**

SUMMARY ONLY

APPENDIX E

REQUEST FOR EXPRESSIONS OF INTEREST

For Existing and Proposed Transfer, Processing, Beneficial End-Use and Disposal Facilities Related to Commercial Waste Zones

SUBMISSIONS SUMMARY TABLE

In December 2020, DSNY released a Request for Expressions of Interest (RFEI) to the public to gather information from interested parties that have available existing transfer, processing, beneficial end-use or disposal facilities, or that propose to develop such facilities, for materials collected under the CWZ program. The following RFEI table summarizes data submitted from a total of 17 parties, detailing specifications on 37 facilities within New York City and the region. Full RFEI responses may be viewed and downloaded online at nyc.gov/commercialwaste.

Responses to this RFEI were optional. Proposers are free to consider arrangements with these facilities and other facilities that did not submit RFEI responses; this RFEI is proposed to supplement information carter already know of the regional facility network. DSNY does not claim responsibility for the accuracy of the information provided. For additional information on these facilities beyond what is provided, please contact the RFEI respondents directly.

Business Legal Name	Location(s) of Operation	Type of Facility	Existing or Proposed Facility	Materials Accepted	Restricted Materials	Permitted & Available Capacity	Operating Hours	Contact Person Name	Phone & Email
American Recycling Management LLC	172-33 Douglas Avenue, Jamaica, NY 11433	Transfer station	Existing (with proposed rail access project)	<ul style="list-style-type: none"> MSW C&D debris 	<ul style="list-style-type: none"> All contaminated wastes Hazardous wastes Asbestos Regulated medical waste Liquid waste 	Permitted: <ul style="list-style-type: none"> DSNY Non-putrescible: 101 TPD (expires 09/2021) DSNY putrescible: 570 TPD (expires 09/2021) DEC PSW: 850 TPD DEC C&D: 150 TPD 1,000 TPD on exempted days Projected 1,000 TPD after rail project completion Available: Yes*	24 hours/day, 6 days/week	Christopher Hein	718-739-2301 ch.american@yahoo.com
Bioenergy DevCo	Southern Westchester (TBD)	Anaerobic digestion facility	Proposed	<ul style="list-style-type: none"> Food waste Organic waste SSOW 	<ul style="list-style-type: none"> Over 5% contaminated wastes Hazardous Flammable Radioactive Biologically dangerous waste (sewage/ biosolids) 	Permitted (pending approvals): <ul style="list-style-type: none"> Anticipated 100,000 TPY Available: <i>No response recorded</i>	<ul style="list-style-type: none"> 24 hours/day, 7 days/week Receiving hours: Mon-Sat 7am - 5pm As-needed 	Peter Ettinger	443-782-3427 ext. 111 pettinger@bioenergydevco.com

Acronyms and Notes

C&D	Construction & Demolition	PSW	Putrescible Solid Waste
MSW	Municipal Solid Waste	TPD	Tons per day
SSOW	Source Separated Organic Waste	TPY	Tons per year
N/A	Not Applicable	*	Amount unspecified in response

APPENDIX E

REQUEST FOR EXPRESSIONS OF INTEREST

For Existing and Proposed Transfer, Processing, Beneficial End-Use and Disposal Facilities Related to Commercial Waste Zones

SUBMISSIONS SUMMARY TABLE

Business Legal Name	Location(s) of Operation	Type of Facility	Existing or Proposed Facility	Materials Accepted	Restricted Materials	Permitted & Available Capacity	Operating Hours	Contact Person Name	Phone & Email
Cogent Waste Solutions, LLC	105-115 Thames Street, Brooklyn, NY 11237	Transfer station	Existing	<ul style="list-style-type: none"> • MSW • SSOW 	<i>No response recorded</i>	Permitted (expiration unspecified): <ul style="list-style-type: none"> • NYSDEC: 560 TPD MSW and/or SSOW • DSNY: <ul style="list-style-type: none"> ○ MSW: 224 TPD ○ SSOW: 112 TPD Available: <i>No response recorded</i>	<i>No response recorded</i>	Anthony Tristani	718-349-7555 atristani@cogentwaste.com nstristani@cogentwaste.com lschillinger@msn.com
	5835 47th Street, Maspeth, NY 11433	Recyclables Handling & Recovery Facility	Existing	<ul style="list-style-type: none"> • Corrugated cardboard • Mixed paper/newsprint • Plastics 	<i>No response recorded</i>	Average throughput (permits and permit expiration unspecified): <ul style="list-style-type: none"> • Corrugated cardboard: 75 TPD • Newsprint/Mixed paper: 75 TPD • Plastics: 75 TPD Available: <i>No response recorded</i>	<i>No response recorded</i>		
	Staten Island	C&D Processing Facility; Navigational dredge material processing/transfer facility	Proposed (under contract for acquisition)	MSW	<i>No response recorded</i>	Permitted: <i>No response recorded</i> Available: <i>N/A</i>	<i>No response recorded</i>		

Acronyms and Notes

C&D	Construction & Demolition	PSW	Putrescible Solid Waste
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APPENDIX E

REQUEST FOR EXPRESSIONS OF INTEREST

For Existing and Proposed Transfer, Processing, Beneficial End-Use and Disposal Facilities Related to Commercial Waste Zones

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Cooper Recycling	123 Varick Avenue, Brooklyn, NY 11237	Recyclables Handling & Recovery Facility	Existing	<ul style="list-style-type: none"> • C&D debris • Glass • Mixed paper • Plastics • Ferrous/non-ferrous metals 	<ul style="list-style-type: none"> • Hazardous waste • Radioactive waste • Liquid waste • E-waste • Infectious waste • Regulated medical waste • Asbestos • Petroleum-contaminated soil • Tires • Historical fill • Putrescible waste 	Permitted: 5,249 TPD NYSDEC permit expiration: 04/2025 NYSDOS permit expiration: 06/2021 Available: Over 1,000 TPD <small>Note: Cooper may modify existing permits (for commercial recyclables and C&D) or apply for separate facility registration, to become eligible to accept commercial recyclables. This will require an application and coordination with NYSDEC and NYCDS.</small>	Receive, process, transfer/export materials: 24 hours/day, beginning Mon (12:01am) to Sat (3pm)	Naomi Cooper	718-497-4431 ncooper@coopertank.com
Denali Water Solutions, LLC	325-327 Casanova Street, Bronx, NY 10474	Source Separated Organics Transfer Station	Proposed	Pre- & post-consumer food waste	<ul style="list-style-type: none"> • Over 10% contaminated wastes • Hazardous waste • Friable asbestos • Paint • Medical waste • Electronic waste • Construction debris • Batteries • Concrete • Glass 	Permitted: <ul style="list-style-type: none"> • NYSDEC: 166 TPD MSW (expires 06/2021) • Seeking modification for organics acceptance by NYSDEC Available: Yes*	Mon-Sat: 24 hours/day	Jeffrey J. LeBlanc	315-374-8645 jeffrey.leblanc@denaliwater.com

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1900 South Operator LLC	1900 South Avenue, Staten Island, NY 10314	Intermodal Transfer Facility Fill Material Transfer Station	Existing	<ul style="list-style-type: none"> PSW C&D debris 	Intermodal materials must be enclosed in intermodal containers	Permitted: DSNY: 6,000 TPD/ 9,000 yards MWS & PSW (Intermodal permit expires 02/2022; Fill transfer permit expires 01/2022) Available: Yes*	24 hours/day, 7 days/week	Dov Hertz	646-630-8609 dh@dphllc.com
EcoRich LLC	TBD	Aerobic Food Waste Processing & Compost Production Facility	Proposed	<ul style="list-style-type: none"> Organic food materials Organic garden waste 	<ul style="list-style-type: none"> Oils and liquids Plastics Glass Metals 	Proposed: 10 TPD Available: <i>No response recorded</i>	<i>No response recorded</i>	Manish Desai Charles Nouhan	973-453-1263 manish.desai@ecorichenv.com charles@ecorichenv.com
Emerson Recycling Corp	63 Emerson Place, Brooklyn, NY 11205	Recyclables Handling & Recovery Facility	Existing	<ul style="list-style-type: none"> Cardboard Paper Textiles Plastic 	Contaminated materials	Permitted: 250 TPD (permit expiration unspecified) Available: 150 TPD	<ul style="list-style-type: none"> Mon-Fri: 5am - 12am Sat: 5am - 12pm 	Stephen Leone	718-622-1799 sleone@thesmartercarter.com
Gaeta Green Environmental Services	17-25 Van Street, Staten Island, NY 10310	C&D Transfer Station	Existing	<ul style="list-style-type: none"> Wood Land cleaning debris Various grades of plastic Glass Ferrous & non-ferrous metals [Pending] Metals, glass and plastics 	<ul style="list-style-type: none"> Asbestos Regulated medical waste Liquid waste Putrescible waste Contaminated general fill Hazardous waste 	Permitted: 850 TPD NYSDEC permit: 10/2022 DSNY permit: 04/2021 Available: Yes*	<ul style="list-style-type: none"> Mon-Fri: 6am - 6pm Sat: 6am - 1pm 	Rachel Lattanzio	718-720-7220 rachel@greenenviroync.com
	1641 Richmond Terrace, Staten Island, NY 10310	Full-service scrap metal processing facility	Existing	Ferrous & non-ferrous metals	Hazardous materials	Permitted: <i>No response recorded</i> Available: Yes*	<ul style="list-style-type: none"> Mon-Fri: 8am - 4:30pm Sat: 8am - 2:30pm 		

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Liberty Ashes Inc./Jamaica Recycling Corp.	94-21 165th Street, Jamaica, NY 11433	Recycling Facility	Existing	<ul style="list-style-type: none"> • Glass • Metals • Paper 	Contaminated materials	Permitted: (undergoing renewal & modifications as NYSDEC permit expired 05/2020): <ul style="list-style-type: none"> • Glass: 300 TPD • Aluminum: 125 TPD • Cardboard: 60 TPD • Plastic: 15 TPD Available: <i>No response recorded</i>	24 hours/day, 7 days/week	Stephen Bellino	718-526-1465 sb@libertyashes.com
Linden Renewable Energy, LLC	4900 Tremley Point Rd, Union County, Linden, NJ 07036	Anaerobic digestion facility	Proposed	<ul style="list-style-type: none"> • Pre-processed SSOW • Organic substrates (fats, oils, grease) • Dissolved air flotation waste • Pre- & post-consumer food waste • Residential & commercial sourced SSO • Restaurant organic waste • Food manufacturing and product preparation waste • Agricultural and farm waste • Corrugated paper and cardboard, cardboard trays • Seed sludge 	Consumer packaging	Proposed: 280 TPD (permit status unspecified) Available: Yes*	24 hours/day, 7 days/week	Andrew L. Shea James S. Potter	603-475-5914 jim.potter@mgenergysolutions.com

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Metropolitan Paper Recycling	854 & 864 Shepherd Avenue, Brooklyn, NY 11208	Recyclables Handling & Recovery Facility	Existing	<ul style="list-style-type: none"> • Old Corrugated Containers • Mixed paper/newsprint • High grade paper • Metal • Glass • Plastics 	Over 15% contaminated wastes	Permitted: 250 TPD (NYSDEC permit expires 03/2023) Available: 75 TPD	Sun-Friday: 11pm - 5pm	Greg Bianco	718-257-8584 gbianco@mprnyc.com
	65th Street Rail Yard, Brooklyn, NY 11220	Recyclables Handling & Recovery Facility	Proposed	<ul style="list-style-type: none"> • Paper • C&D • MSW 	<i>No response recorded</i>	Permitted: <i>No response recorded</i> Available: <i>No response recorded</i>	<i>No response recorded</i>		
Paper Fibres Inc.	960 Bronx River Avenue, Bronx, NY 10473	Paper Recycling Center	Existing	<ul style="list-style-type: none"> • Old corrugated cardboard • SOP • Clean mixed paper • Newsprint 	<i>No response recorded</i>	Permitted: NYSDEC Registered Facility; TPD not specified Available: <i>No response recorded</i>	<ul style="list-style-type: none"> • Mon-Fri: 24 hours/day • Sat: 12am - 8am As-needed basis for off-hour delivery	Peter Benedetto	718-991-3842

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RNG Staten Island, LLC	1780 South Avenue, Staten Island, NY 10314	SMARTFERM Dry Digester Plant	Proposed	<ul style="list-style-type: none"> • SSOW • Food soiled papers • Biodegradable silverware • Floral waste • Yard waste 	<ul style="list-style-type: none"> • Over 10% contaminated wastes • Non-biodegradable material 	Permitted: 30 TPD (Projected NYSDEC permit approval – March/April 2021) Available: N/A	365 days/year, 24 hours/day	Kumar Amitt	347-368-4596 kamitt@globalorganicsrecycling.com
Royal Waste Services, Inc	187-40 Hollis Avenue, Jamaica, NY 11423	Single Stream Recycling Facility & Transfer Station	Existing	Single stream recycling	Hazardous waste	Permitted: 1,000 TPD (permit expiration unspecified) Available: Yes*	24 hours/day, 7 days/week	John Reali	516-456-2941 johnr@royalwaste.com
	187-10 Jamaica Avenue, Jamaica, NY 11433	Single Stream Recycling Facility & Transfer Station	Existing	Single stream recycling	Hazardous waste	Permitted: 1,000 TPD (permit expiration unspecified) Available: Yes*	24 hours/day, 7 days/week		
	891 E 135th Street, Bronx, NY 10454	Paper and Cardboard Recycling Facility & Transfer Station	Existing	Single stream recycling	Hazardous waste	Permitted: 249 TPD (expires 2025) Available: Yes*	24 hours/day, 7 days/week		

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Royal Waste Services, Inc	170-21 Douglas Avenue, Jamaica, NY 11423	Putrescible Waste Transfer Station & Organics Facility	Existing	Putrescible & organic waste	Hazardous waste	Permitted: 600 TPD (NYSDEC permit expires 2025; DSNY permit renewed annually) Available: Yes*	Mon-Sat: 24 hours		
Waste Management of New York, LLC	98 Lincoln Avenue, Bronx, NY 10454	Transfer station	Existing	<ul style="list-style-type: none"> • PSW • C&D debris • Non-hazardous historical fill 	<ul style="list-style-type: none"> • Regulated medical waste • Hazardous waste • CFC-containing goods • Tires 	Permitted: 4,000 TPD (renewal pending) Available: 1,900 TPD	Mon-Sat: 24 hours	Rafael Carrasco Keith Higgins	516-445-8574 860-250-6707 khiggins@wm.com jvanwoer@wm.com
	28-50 Review Avenue, Queens, NY 11101	Transfer station	Existing	<ul style="list-style-type: none"> • PSW • Non-regulated commercial health care waste 	<ul style="list-style-type: none"> • Regulated medical waste • Hazardous waste • CFC-containing goods • Tires 	Permitted: 2,100 TPD (renewal pending) Available: 1,100 TPD	Mon-Sat: 24 hours	James "Jim" VanWoert	

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Waste Management of New York, LLC	75 Thomas Street, Brooklyn, NY 11222	Transfer station	Existing	<ul style="list-style-type: none"> • PSW • C&D debris • Non-regulated commercial health care waste • Untreated, unadulterated, unpainted trees, limbs, lumber 	Transfer Station: <ul style="list-style-type: none"> • Regulated medical waste • Hazardous waste • CFC-containing goods • Tires Wood Yard: <ul style="list-style-type: none"> • Plywood • Compressed wood • Treated wood • Vegetation 	Permitted (expires 12/2021): <ul style="list-style-type: none"> • MSW: 750 TPD • C&D debris: 750 TPD Available: <ul style="list-style-type: none"> • MSW: 750 TPD • C&D debris: 750 TPD 	<ul style="list-style-type: none"> • Sun-Mon: 12am - 12pm • Mon-Fri: 8pm - 12pm • Sat: By appointment 	Rafael Carrasco Keith Higgins	516-445-8574 860-250-6707 khiggins@wm.com jvanwoer@wm.com
	221 Varick Avenue, Brooklyn, NY 11237	Transfer station	Existing	<ul style="list-style-type: none"> • PSW • C&D debris • Non-regulated commercial health care waste • Non-hazardous historical fill 	<ul style="list-style-type: none"> • Regulated medical waste • Hazardous waste • CFC-containing goods • Tires 	Permitted: 4,250 TPD (renewal pending) Available: 2,510 TPD	Mon-Sat: 24 hours	James "Jim" VanWoert	

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Waste Management of New York, LLC	325 Yonkers Avenue, Yonkers, NY 10701	Transfer station	Existing	<ul style="list-style-type: none"> • PSW • C&D debris • Old corrugated cardboard • Non-contaminated soil, rock and concrete 	<ul style="list-style-type: none"> • Regulated medical waste • Hazardous waste • CFC-containing goods • Tires 	Permitted: 875 TPD (expires 11/2024) Available: 875 TPD	Mon-Fri: 6am - 2:30pm	Rafael Carrasco	516-445-8574 860-250-6707 khiggins@wm.com jvanwoer@wm.com
	864 Julia Street, Elizabeth, NJ 07201	Transfer station	Existing	NJDEP permitted waste type numbers: <ul style="list-style-type: none"> • 10 municipal • 13 bulky • 13c C&D • 23 vegetative waste • 25 animal and food processing waste • 27 dry industrial 	<ul style="list-style-type: none"> • Hazardous waste • Electronic waste • Medical waste 	Permitted: 2,200 TPD (expires 08/2023) Available: 2,200 TPD	Mon-Sat: 24 hours	Keith Higgins James "Jim" VanWoert	

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Waste Management of New York, LLC	640 Amboy Avenue, Elizabeth, NJ 07202	Transfer station	Existing	NJDEP permitted waste type numbers: <ul style="list-style-type: none"> • 10 municipal • 13 bulky • 13c C&D • 23 vegetative waste • 25 animal and food processing waste • 27 dry industrial 	<ul style="list-style-type: none"> • Hazardous waste • Electronic waste • Medical waste 	Permitted: 1,000 TPD (renewal pending) Available: 1,000 TPD	Mon-Sat: 24 hours	Rafael Carrasco Keith Higgins James "Jim" VanWoert	516-445-8574 860-250-6707 khiggins@wm.com jvanwoer@wm.com
	61 Broad Avenue, Fairview, NJ 07022	Transfer station	Existing	NJDEP permitted waste type numbers: <ul style="list-style-type: none"> • 10 municipal • 13 bulky • 13c C&D • 23 vegetative waste • Class A and B recyclable materials 	Non-NJDEP permitted waste types	Permitted: 1,400 TPD (Recyclables only 200 TPD); permit expires 04/2023 Available: 425-950 TPD	<ul style="list-style-type: none"> • Mon-Fri: 4am - 8pm • Sat: 5am - 2pm 		
	150 St. Charles Street Newark, NJ 07105	Materials recovery facility	Existing	Single stream recyclables	<ul style="list-style-type: none"> • All contaminated waste • Special medical waste • Hazardous waste 	Permitted: 1,200 TPD (facility's stormwater permit expires 01/2023) Available: 1,200 TPD	Mon-Sat: 24 hours		

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Waste Management of New York, LLC	864 Julia Street, Elizabeth, NJ 07201	Materials recovery facility	Existing	Dual stream recyclables	<ul style="list-style-type: none"> All contaminated waste Special medical waste Hazardous waste 	Permitted: 2,200 TPD (expires 08/2023) Available: 1,000	Mon-Fri: 4am - 5:30pm	Rafael Carrasco Keith Higgins James "Jim" VanWoert	516-445-8574 860-250-6707 khiggins@wm.com jvanwoer@wm.com
	5201 Bleigh Avenue, Philadelphia, PA 19136	Materials recovery facility	Existing	Single and dual stream recyclables	<ul style="list-style-type: none"> All contaminated waste Special medical waste Hazardous waste 	Permitted: 600 TPD (no permit required to operate) Available: 200 TPD	Mon-Sat: 24 hours		
	799 Smith Lane, Northampton, PA 18067	Materials recovery facility	Existing	Single and dual stream recyclables	<ul style="list-style-type: none"> All contaminated waste Special medical waste Hazardous waste 	Permitted: 375 TPD (no permit required to operate) Available Capacity: 200 TPD	Mon-Sat: 24 hours		
	221 Varick Avenue, Brooklyn, NY 11237	Organics Processing	Existing	<ul style="list-style-type: none"> SSO Yard waste Liquid food waste FOG (fats, oils, and greases) 	<ul style="list-style-type: none"> Over 20% contaminated waste Wood Glass Rigid plastics Metal Chemicals Paint Hazardous liquid waste 	Permitted: 500 TPD (renewal pending) Available Capacity: Yes*	Mon-Sat: 24 hours		

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Waste Management of New York, LLC	847 Flora Street, Elizabeth, NJ 07201	Organics Processing	Existing	<ul style="list-style-type: none"> • SSO • Yard waste • Liquid food waste • FOG (fats, oils, and greases) 	<ul style="list-style-type: none"> • Over 20% contaminated waste • Wood • Glass • Rigid plastics • Metal • Chemicals • Paint • Hazardous liquid waste 	Permitted: 500 TPD (expires 05/2024) Available Capacity: Yes*	Mon-Fri: 7am - 5pm (restricted receiving available 24 hours)	Rafael Carrasco Keith Higgins James "Jim" VanWoert	516-445-8574 860-250-6707 khiggins@wm.com jvanwoer@wm.com
Wilenta Feed, Inc.	46 Henry Street, Secaucus, NJ 07094	Feed Manufacturing Facility	Existing	Pre- & post-consumer food products (breads, dough, cakes, cookies, candies, donuts, salt, sugar, flour, pasta, tortilla, tofu, soy bean & products, coffee grounds, liquid & dry flavoring, etc.)	<ul style="list-style-type: none"> • Fish or meat products • Glass • Metals • Hard plastic 	Permitted: No limitations (permits renewed annually) Available: Significant capacity available	24 hours/day, 7 days a week	Michael Wilenta	201-863-3035 mwilenta@wilenta.com

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