



Telephone: 716-286-4371

Fax: 716-286-4337

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

DRFP #2018-20

Time

Date

1:00 P.M.

Thursday, August 2, 2018

**FOR: Refuse Collection and Disposal and
Recyclable Materials Collection and Processing**

Request for Proposal questions shall be submitted to:

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

The City of Niagara Falls, New York, in accordance with New York State General Municipal Law 120-w, has issued a Draft Request for Proposals (DDRFP) to solicit proposals from contractors ("respondents") for refuse hauling from collection sites within the City limits, refuse disposal of all waste collected, recycling hauling from collection sites within City limits, processing and sale of recyclables. A four (4) year period is sought with the potential for two additional two (2) years extensions upon mutual written consent of the City and Successful Respondent.

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

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

Table of Contents

Section	Page Number
Instructions to Respondents	
1.0 Background	4
2.0 Current Refuse and Recycling Operations	4
3.0 Proposal Schedule	5
4.0 Proposal Submittal Requirements	6
4.1 Contractors Description of Requested Services	6
4.2 Commitment to Waste Reduction	6
4.3 Description of Curbside/street-line/alley Recycling Program	6
4.4 Program to Minimize Collection and Manage Complaints	6
4.5 Proposal Exceptions	7
4.6 Contractor Qualifications	7
4.7 Value Added Alternatives	7
4.8 Financial Viability/Funding Sources	7
4.9 Certified Financial Statements	8
4.10 Bond and Credit Ratings/References	8
4.11 Demonstrated Financial Performance	8
4.12 Affirmative Action/Equal Opportunity Employment	8
5.0 Definitions	9
6.0 General Proposal Conditions	13
6.1 DRFP Bond	13
6.2 Period of Validity	13
6.3 Responses Required	13
6.4 Correspondence	13
6.5 Award of Contract	13
6.6 Insurance Requirements	13
6.7 Laws	13
6.8 Indemnification	13
6.9 Performance Bond	14
6.10 Force Majeure	14
6.11 Standard of Performance	14
6.12 Subcontract	15
6.13 Termination by City of Niagara Falls	15
6.14 Termination by Successful Respondent	15
6.15 Regulatory Compliance	16
6.16 Information Provided by the City	16
6.17 Cost and Expenses of Offers	16
6.18 Cancellation or Modification of DRFP Specifications	16
6.19 Ownership and Disclosure	16
6.20 Auditing Requirements	16
6.21 Additional Comments	17
6.22 Applicable Laws	17

6.23	Independent Parties	17
6.24	Taxes	17
7.0	Evaluation and Selection Process	19
8.0	General Contractor Requirements	21
8.1	Vehicles	21
8.2	Current Refuse Collection Schedule and Routes	21
8.3	Refuse Disposal Locations	21
8.4	Equipment and Personnel	21
8.5	Subcontract	22
8.6	Complaints	22
8.7	Service Payment	22
8.8	Reports and Records	22
8.9	Alternate/Back-Up Plan	23
8.10	Wheeled Refuse and Recycling Cart Responsibility	23
8.11	Operational Hours	23
8.12	Education/Promotion and Outreach	23
8.13	Public Informational Meetings	23
9.0	Specific Proposal Conditions	24
9.1	Contract Period	24
9.2	Current Number of Housing and Commercial Units	24
9.3	Refuse Collection	25
9.4	Refuse Disposal	28
9.5	Recycling Collection, Processing and Marketing	29
10.0	Additional Requests	33
10.1	Separate Container Service Rates	33
10.2	Landscape Waste	33
10.3	Additional Collection	34
10.4	Recycling Revenue Sharing/Incentives for Waste Reduction	34
10.5	Common Area Collection	34
10.6	Residential Dump Permit	34
Appendix “A”	Statement of Non-Collusion	35
Appendix “B”	Pricing	37
Appendix “C”	Recyclable Items List	41
Appendix “D”	Insurance Specifications	43
Appendix “E”	History of Tonnage	45
Appendix “F”	Affirmative Action/EEO Statement	47
Appendix “G”	Refuse Collection Streets	49
Appendix “H”	Maps outlining collection schedules	51
Appendix “I”	Common Area Collection Map	59
Appendix “J”	Sample Cart Maintenance Schedule	63
Appendix “K”	Prevailing Wage Schedule	73

1.0 BACKGROUND:

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

A City subcommittee was tasked with evaluating and recommending a cost effective, solid waste management program that includes a variety of services. The City recognizes the efficiency related to collecting both refuse and recycling from program participants using carts suitable for both semi and fully-automated collection (with the exception of bulk refuse collection) and cart based, every-other-week recycling collection. The City’s primary goal is to provide a premium, low cost service to City residents.

The City encourages prospective contractors to incorporate cost saving approaches and any methods to increase recycling and organic (household yard waste) participation in their proposals. An educational strategy that covers cart based collection, importance of maintenance, schedules for collection and placement of carts shall be included in all final proposals. Please DO NOT submit costs with the comments of the DDRFP.

2.0 CURRENT REFUSE AND RECYCLING OPERATIONS:

- 2.a. The current refuse and recycling program includes weekly pickup of solid waste from 65-gallon refuse carts and weekly bulk item collection. Single stream recycling is collected every-other-week from City issued 95-gallon carts.
- 2.b Residents and property owners of Niagara Falls, New York are currently allowed to bring bulk refuse which is generated in the City to the Contractor’s Facility. Permits for doing this are provided by the City to the residents (approximately 700 City permits are issued per year, but on decline after new restrictions were put in place). Residents then bring the refuse to the Contractor’s facility; vehicles are weighed incoming and outgoing. An invoice is submitted to the City for the tonnage dropped off and the City is billed on the same per ton basis as the bulk refuse picked up at curbside/street-line/alley.
- 2.c The City’s Corporation Yard has two 65 cubic yard and one 30 cubic yard roll-off dumpsters that are utilized for various refuse that is collected by City Crews. When called for, the Contractor will come to New Road and empty the dumpster and haul the refuse to the Contractor’s facility. The City is billed on the same per ton basis as the bulk refuse picked up at curbside/street-line/alley
- 2.d The City’s Municipal Services Building, 1925 Main Street, Niagara Falls, NY. has two 8 cu. yd. dumpsters that are serviced twice/week.
- 2.e. The City has a separate contract for additional dumpster services when needed for special events.
- 2.f. Electronics are recycled thru an independent City operated program.

3.0 PROPOSAL SCHEDULE:

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

A pre-proposal meeting was held on Thursday, August 2 at 1:00 at City Hall, 745 Main St., Niagara Falls, NY 14302. The purpose of the pre-proposal conference was to discuss any questions interested parties may have regarding the project and DDRFP that was issued on June 28 2108.

<u>Proposed Date</u>	<u>Action</u>
July 11, 2018.....	DRFP Notice published and DRFP available
August 2, 2018.....	Proposal Meeting (1:00pm)
August 23, 2018.....	DRFP Responses due
September 6, 2018.....	Final DRFP published in accordance with 120-w.
October 10, 2018.....	Last day to submit final proposals (1:00pm).
October 10 through October 12, 2018.....	Final proposals evaluated
October 15 through October 19	Proposal evaluation completed and selection of contractor for contract negotiation commencement.
October 26, 2018.....	Complete negotiations and recommend responsible contractor with more responsive DRFP for contract reward.
November 5, 2018.....	Make award to selected Contractor.
May 1, 2019.....	Commence contract
If needed, TBD	If award is made to a contractor other than the lowest Respondent, the City will hold a public hearing.
If needed, TBD.....	If award is made to a contractor other than the lowest Respondent, the City will adopt a resolution with the particularized findings regarding the factors upon which the City made the award, and indicating that City requirements are met by the award, and that the award is in the public interest.
TBD.....	Notice of the official City action awarding the contract published in accordance with Section 120-w.

4.0 PROPOSAL SUBMITAL REQUIREMENTS:

The City intends to award a contract as a result of this DRFP process. A start date for collection services is set for Wednesday May 1, 2019. The City believes in maintaining a high level of commitment of quality customer service. In procuring the services listed herein, the City seeks to provide opportunities for residents to decrease the amount of solid waste disposed and increase waste reduction and recycling practices. The City is soliciting proposals from qualified contractors for refuse and recyclable materials collection; refuse disposal and recycling processing services to maximize recyclables recovery and minimize waste disposal.

This contract will include all residential units (single, double, triple, quad buildings) and participating commercial and Multiresidential units. All residential units are required to participate in this program and utilize both a refuse and recycling cart. Refuse Collection from residential parcels, unless specified by the City, shall take place weekly. Recycling collection shall take place every-other-week and yard waste collection shall be conducted as specified and agreed upon once a contract is executed. The City has also prepared specifications for multiple “add on services” for municipal participants. It is the City’s intent to customize options for participants in a manner that allows residents to individually control their program expenses through waste reduction, recycling and taking advantage of the yard waste management program.

This contract will also cover multiple properties managed by the Niagara Falls Housing Authority, such as Harry S. Jordan Garden, Packard Court and Beloved Community. Each of these communities have independently purchased refuse and recycling carts for distribution to residents, therefore they are not the property of the City of Niagara Falls.

The City issued a default of one (1) 64-Gallon refuse cart per unit with a maximum of four (4) refuse carts per parcel per collection. For example, single family homes (210) possess one (1) 64-Gallon cart, double family homes (220) have two (2) 64-Gallon carts and so on. Recycling carts were issued in a similar manner; however the capacity of the recycling cart is approximately 96-Gallons to accommodate an every-other-week collection frequency. One (1) 96-Gallon Recycling carts is assigned to single family homes (210), two (2) to double family homes (220), three (3) to triple family homes (230) and two (2) to quad/four family parcels. In an effort to reduce the number of carts placed out for collection, the City has set a maximum limit of four (4) refuse carts and two (2) recycling carts per participating residential unit.

As part of this Draft RFP, the City is requesting feedback from Contractors concerning the development of a customizable Multiresidential and Commercial program. The intent of this program is to offer enhanced collection opportunities throughout the business community. Unless spatial or other circumstances warrant an exception, the City intends to set a maximum limit of four (4) refuse carts and four (4) recycling carts per participating unit. This draft also solicits feedback concerning multiple services required at municipal buildings and locations throughout the City, as well as daily collection from specified tourist, park and events locations.

The City is also requesting contractors provide comments regarding the collection of yard waste on a permanent and limited basis as part of this contract, and to institute a cart management program to manage damaged, broken and lost carts reported to the City.

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

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

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

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

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

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

The City encourages the Contractor to have a dedicated phone line, e-mail and/or website specifically for the use of managing customer relations and the contact information of a dedicated individual capable of interacting directly with an individual from the City related to the City's account. The City will also entertain proposals that utilize a specific smart phone/tablet application, program or service (available voluntarily) to manage complaints and seek information about the collection program.

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

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

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

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

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

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

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

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

5.0 DEFINITIONS

- 5.1 Bag Tags --** Must be refuse bags, cannot exceed 30-gallons or greater than 40-lbs. In no instance shall the bags be packed so as to contain more than their intended weight. Collectible material must be properly sealed and presented and set at curbside, adjacent to refuse cart (not on top), and contain a City issued tag/sticker. All non-bagged garbage and rubbish (other than bulk item collection) without a City tag/sticker must be left and reported to City.
- 5.2 Bulk Solid Waste –** Solid Waste which is too large or too heavy to place inside City issued Refuse Cart. The term includes discarded small household furniture, bedding and mattresses, hot-water tanks, carpet, etc. This will also include Large Appliances to include stoves, dishwashers, dryers, washing machines, scrap metal and other large appliances. This term DOES NOT include air-conditioners, refrigerators, microwave-emitted equipment, microwave ovens and regulated material.
- 5.3 City of Niagara Falls, New York “City” –** is a municipal corporation incorporated pursuant to the laws of the State of New York in 1892.
- 5.4 City Issued Container -** A roll-away (wheeled) refuse cart issued by the City to property owners or their representatives, capable of semi-automated and/or automated refuse collection, for the sole purpose of storage, collection and disposal of source-separated solid waste.
- 5.5 City User –** A person who is a legal resident of the City and who subscribes to City Refuse and Recycling Program.
- 5.6 Commencement Date –** May 1, 2019 through December 31, 2022.
- 5.7 Commercial Refuse –** waste originating in and around commercial establishments, industrial establishments and institutions.
- 5.8 Commercial Refuse Management –** the purposeful, systematic control of the generation, separation, storage, collection, processing and disposal of commercial and institutional waste.
- 5.9 Commercial/Industrial User –** Any producers of solid waste other than single, double or multi-family producer, including businesses, schools, churches, post offices, restaurants, governmental properties, institutional properties, parking lots, parking garages and parking ramps.
- 5.10 Commingled Recyclables –** mixed recyclable materials separated from MSW at the point of generation.
- 5.11 Composting –** a controlled microbial degradation of organic waste yielding a nuisance-free product of potential value as a soil conditioner.
- 5.12 Construction Waste -** Waste resulting from the commercial operations of persons, firms or corporations engaging in the construction, reconstruction, demolition, excavation or repair of buildings, property or streets.
- 5.13 Curbside/street-line/alley Collection –** collection at individual households or commercial buildings by municipal or private haulers, for subsequent transport to management facility.
- 5.14 Default Service –** Residents and individual apartment were issued following containers.

- 5.14.a Single Family: one (1)-64-Gallon refuse cart and one (1)-96 gallon recycling cart
- 5.14.b Double Family: two (2)-64-Gallon refuse carts and two (2)-96 gallon recycling carts
- 5.14.c Triple Family: three (3)-64-Gallon refuse carts three (3)-96 gallon recycling carts
- 5.14.d Multi-Residential (not to exceed five (5) units): must either present appropriate documentation of service contract engagement or default to four (4)-64-Gallon refuse and two (2) 96-Gallon recycling carts.

5.15 Double Family Parcel – a person who owns or occupies an improved parcel of land in the CITY which is designated for or occupied by a residential use with two dwelling units.

5.16 Contractor's Facility – the structures, land and other improvements on the land, used for treating, sorting, or disposing of waste. A facility may consist of several treatment, storage, or disposal operational units.

5.17 Final Request for DRFP – shall mean completed, formal procurement document, issued in accordance with Section 120-w of the New York State General Municipal Law for the purpose of soliciting contracts and agreements for solid waste management, collection and disposal.

5.18 Force Majeure – shall mean any occurrence that effectively prevents a party from performing any of its obligations under this agreement(s), to the extent that such occurrence is demonstrably beyond the reasonable control of the non-performing party; and shall include, but not limited to, such occurrences as acts of war, whether declared or not; riots or violent calamities; strikes or other labor disputes whether or not on the part of the employees or either party hereto; or future order of any government, court or regulatory body claiming jurisdiction, specifically including, but not limited to, the New York State Department of Environmental Conservation.

5.19 Hazardous Materials – a solid waste or combination of solid wastes which, because of its quantity, concentration or physical, chemical or infectious characteristics, may cause or presents a significant threat to human health and/or the environment when improperly treated, stored, transported, disposed or otherwise managed. From a regulatory standpoint hazardous waste is defined on a basis of regulations in the Resource Conservation and Recovery Act administered by the USEPA.

5.20 Industrial Waste – any and all residue resulting directly from industrial or manufacturing operations. It shall not include refuse origination from office operations or an industrial establishment, nor shall it include refuse resulting from the commercial operations of persons, firms or corporations engaged in the construction of buildings, the repair of streets and buildings, demolition or excavation. Residue or waste resulting from tree or landscaping services shall also be excluded.

5.21 Integrated Waste Management – coordinated use of a hierarchy of management methods, including recycling, composting, incineration and land filling.

5.22 Landscape Waste – all accumulations of grass or shrubbery cuttings, leaves, tree branches, and other materials accumulated as the result of the care of the lawn, shrubbery, vines and trees.

5.23 Materials Recovery Facility (MRF) – a materials recovery facility.

5.24 Multi-residential User – a person who owns or occupies an improved parcel of land in the CITY which is designated for or occupied by a residential use with four (4) or more dwelling units not exceeding six (6) units.

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

- 5.35 Single Family Parcel** – a person who owns or occupies an improved parcel of land in the CITY which is designated for or occupied by a residential use with one family dwelling unit.
- 5.36 Single Stream Recycling** – a system in which all paper fibers and containers (glass, plastic, aluminum) are mixed together in the same receptacle for recycling.
- 5.37 Source Separation** – the segregation of recyclables and other recoverable materials from non-recyclable solid waste at the point of generation for separate collection, donations, sale or other disposition.
- 5.38 Transfer Station** – A location where certain types of waste can be temporarily stored prior to ultimate disposal.
- 5.39 Triple Family Parcel** – a person who owns or occupies and improved parcel of land in the CITY which is designated for or occupied by a residential use with three dwellings.
- 5.40 Waste Reduction Program** – programs designed to reduce the volume of solid waste, to enhance reclamation and recovery of solid waste or recyclables otherwise destined for the municipal waste stream, and includes recycling programs; changes to the packaging portion of the waste stream to reduce solid waste generated; and activities and enterprises of scrap dealers.
- 5.41 Yard Waste** – compost material, organic yard and garden waste, grass clippings and brush. This term does not include regulated material. Used interchangeably with Landscape Waste. This definition will also exclude concrete, rocks (decorative and natural), dirt, railroad timbers, weed block/barrier and plastic film or barriers. For the purpose of this program, Yard Waste must be bagged in approved containers such as kraft paper bags OR 30-gallon containers with handles and cannot exceed more than their intended weight or 40-lbs.

6.0 GENERAL PROPOSAL CONDITIONS:

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

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

- 6.5 *Award of Contract*** - City Council will be presented with the City Administrator's recommendation for award and vote at their regular meeting scheduled for Monday November 5, 2018.
- 6.6 *Insurance Requirements*** – before performing any work related to the awarded contract the Successful respondent shall procure and maintain, during the life of said contract, insurance coverage as outlined in (Appendix "D" Instructions for City of Niagara Falls Standard Insurance Certificate).
- 6.7 *Laws*** - Each and every provision of law and clause required by law to be inserted in this agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party, this Contract shall be physically amended forthwith to make such insertion. In particular, the Contractor shall, among other things, fully comply with:
- a) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil rights Law relating to prohibition against discrimination and equal opportunity.
 - b) Affirmative action as required by the Labor Law.
 - c) Prevention of dust hazard required by Labor Law Section 222-a.
 - d) Preference in employment of persons required by Labor Law Section 222.
 - e) Eight hour day as required by Labor Law Section 220(2).
- 6.8 *Indemnification*** – The work performed by the Contractor shall be at the risk of the Contractor exclusively. Contractor will agree to a fault-based indemnity to the extent of its negligence or willful misconduct but will not be required to indemnify the City to the extent of the City's negligence or willful misconduct. To the fullest extent permitted by law, the Contractor shall indemnify, defend (at Contractor's sole expense) and hold harmless the City of Niagara Falls, its representatives, members, designees, officers, directors, employees agents, successors, and

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

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

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

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

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

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

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

6.11 *Standard of Performance* – In the event that the contractor shall at any time during the term of this agreement, fail or refuse to accept materials to be collected and/or processed pursuant to this agreement for reasons other than force majeure, the contractor shall be liable to the City for the

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

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

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

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

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

- a. Fails to pay any sums due and owing under this agreement within NUMBER?? days following receipt of any regularly scheduled and duly authorized invoice from Successful Respondent by

the City Controller provided there has been no breach of this agreement by Successful Respondent

- b. Breaches any of the agreements, terms, covenants or conditions aside from those set forth in Section 6.13.1(a) above that this Agreement requires City of Niagara Falls to perform and such breach continues for a period of seven (7) days after written notice from the Successful Respondent to City of Niagara Falls or, if such breach cannot be cured reasonably within such a seven (7) day period, if City of Niagara Falls fails to diligently commence to cure such breach within seven (7) days after written notice from the Successful Respondent and to complete such cure within a reasonable time thereafter.

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

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

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

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

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

6.20 *Auditing Requirements* - The City of Niagara Falls may make reasonable inspections of the site(s) or facility(ies) through designated personnel during normal business hours upon advance notice to the Successful Respondent, to determine that it meets all New York State Department of Environmental Conservation requirements for the purpose. The Successful Respondent must submit with the proposal a statement as to the exact location, minimum operating hours when materials at the site(s) will be allowed. The Successful Respondent shall agree to allow an

inspection of their site(s) by representatives of the City of Niagara Falls prior to the making of an award of this DRFP.

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

The Successful Respondent is advised that the subsequent agreement(s) resultant of this DRFP will have an initial term of four (4) years and at the City's option, two additional extensions of two (2) years each, from the date of mutual written consent between the City of Niagara Falls and Successful Respondent. Notification in writing of the option to extend the agreement must be given to the Successful Respondent on or before ninety (90) days prior to the extension period.

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

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

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

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

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

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

- 6.24 *Taxes*** - the Successful Respondent agrees to be responsible for their own tax obligations accruing as a result of payments for services rendered under the Contract as well as for the tax withholding obligations with respect to the Successful Respondent's employees, if any. It is expressly

understood and agreed by the Successful Respondent that should the City, for some reason, incur tax liability or charges whatsoever as a result of not making any withholdings from payments for services under this Agreement, the Successful Respondent will reimburse and indemnify the City for the same.

7.0 EVALUATION and SELECTION PROCESS:

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

The economic evaluation will be determined by the rates provided in Appendix B. As part of this draft RFP, please do not submit pricing. Please note that the City has requested additional rates in this proposal that should not be neglected. Those requested rates, due to a subjective means of quantification, will be omitted from the overall economic evaluation. Furthermore, any Value Added Alternatives offered by Respondents shall be presented in a lump sum, per ton or per unit basis for inclusion in the economic evaluation.

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

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

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

- **Project Experience:** The project experience of the respondent will be evaluated according to the following:
 - Previous experience in refuse collection, disposal management and recycling operations management.
 - Willingness and ability to respond to changes and concerns expressed by the City representatives.
 - Provided references
 - Commitment and ability to meet schedules and long-term contract obligations.
 - History of environmental compliance.
- **Management Capability:** Respondents will be evaluated based on experience and ability to provide requested services. Management capability will be evaluated according to the following:
 - Project management
 - Worker health and safety policies and practices
 - Experience working with municipal officials

- Experience of personnel assigned to project management,
 - Experience with management of refuse collection, disposal operations and recycling collection and processing operations utilizing automated and semi-automated collection equipment.
- Experience with Public Sector Entities: Respondents experience with the public sector including their track record with municipal contracts and providing public sector access to information will be evaluated.
- Technical Evaluation submitted in accordance with Proposal Concepts. The purpose of the technical evaluation is to verify that the technical approach and schedule are in the best interests of the City. Furthermore, the information will be evaluated to determine if it is responsible or if inconsistencies exist.

8.0 GENERAL CONTRACTOR REQUIREMENTS

Contractors shall comply with the following requirements:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8.10 *Wheeled Refuse and Recycling Cart Responsibility* – The City, while retaining full ownership for the wheeled refuse and recycling carts, is requesting contractors provide daily required maintenance for the city issued wheeled refuse and recycling carts. It is expected, throughout the duration of the contract that the Contractor maintain the carts (i.e. wheel replacement, lids or hauler imposed damages) and issue replacement containers, and coordinating and managing service level changes. The City will work with the Contractor to handle all warranty related issues as necessary. A summary of maintenance is included as Appendix J.

The City issued containers are owned by the City and shall remain at the premises at all times and shall be used solely for the purpose of storage and collection of refuse and recycling. The property owner bears responsibility for the use, storage and care of the City-issued container.

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

8.12 *Education/Promotion and Outreach* - The Contractor will work with the City (or representatives thereof) to provide service-orientated information to residents and developing and executing public education to encourage waste reduction and recycling. The Contractor shall annually provide and distribute a 8-1/2" x 11", high resolution, two-color insert informing City residents of the specifics of the refuse and recyclables collection program including a collection schedule, a listing of acceptable materials and instructions on proper handling of the collection bins or carts. The Contractor shall also provide an insert for inclusion in City issued billing, once per year, for the duration of the contract. The content and size of the insert must be first approved by the City.

The City also encourages the contractor to support a dedicated website or web-link for information related to refuse and recycling collection. The City will provide the Successful Respondent with a list of City parcels participating in the collection program.

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

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

9.0 SPECIFIC PROPOSAL CONDITIONS

In procuring the services described in this DRFP, the City seeks to provide opportunities for citizen's and a select number of Commercial users to decrease the amount of solid waste disposed and increase waste reduction and recycling practices. Program participants will use City issued refuse containers consistent with their parcel code classification, up to a maximum of four (4) total carts per parcel. Properties managed by the Niagara Falls Housing Authority have independently procured acceptable carts, which are not owned by the City. Some Commercial and/or Multiresidential units participating on the program may extend beyond this service level, per terms arranged through this process. The City will provide a list of all special circumstances to the Contractor. All parcels participating on the program, unless noted by a pre-approved instance of hardship, must use a City issued (or approved in the case of Niagara Falls Housing Authority parcels) refuse and recycling cart. The Contractor is not expected to collect loose trash and recycling from parcels not participating on the program or participating without a refuse and/or recycling cart.

The City shall be responsible for all billing, accounting, and financial collection of all fees. In the event that a customer does not pay the required fees, collection efforts will be undertaken by, and at the option of the City to recover any monies due. At no time shall the Contractor cease collection services for lack of payment by residents, unless directed to do so by the City.

This section outlines the requested responsibilities of the Respondent Contractor accepting the management of the Refuse and Recycling Management Program. It is the intention of the City to procure multiple services through this DRFP process. The City is soliciting DRFPs for refuse and recycling collection from City Issued Refuse Carts capable of both fully automated and semi-automated collection. The City will consider all reasonable and limited use of semi-automated collection equipment for areas of limited access or other justifiable actions by the Successful Respondent. Additional services, as discussed in this section and section 10, are also requested.

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

9.1 *Contract Period* – the contract will commence May 1, 2019 and end on December 31, 2022. If mutually agreeable, the contract may be extended annually for two, two (2) year extensions under the same terms, conditions and specifications. Appendix B requests prices from Year 1: 5/1/2019 to 12/31/2019, Year 2: 1/1/2020 to 12/31/2020, Year 3: 1/1/2021 to 12/31/2021, and Year 4: 1/1/2022 to 12/31/2022.

9.2 *Current number of housing and commercial units* – the following is the most current number of housing and commercial units in the City of Niagara Falls as provided by the City Assessor's Office. The Refuse and Recycling Cart figures are the most recent figures based on cart distribution per participating parcel. A more detailed list of carts assigned to each property will be included in the final RFP.

		Number of Parcels	%	Quantity of Refuse Carts	Quantity of Recycling Carts
Single Family	210	13,392	77.0%	13,356	13,613
Double Family	220	2,347	13.5%	4,597	4,593

Triple Family	230	356	2.0%	1,033	1,029
Niagara Falls Housing Authority Blessed Community, Jordan Garden and Packard Ct.		463	0.9%	146*	80*
Commercial Mixed Use		184	1.1%	430	315
Quad's	411	224	1.3%	921	473
Commercial	--	736	4.2%	1,677	1,029
SUM		17,702		22,160	21,132

* Jordan Garden and Packard Court participate on current program with carts purchased from Modern.

	Quantity of Refuse Carts	Quantity of Recycling Carts
Single Cart Stop	78.7%	81.0%
Double Cart Stop	16.7%	16.3%
Triple Cart Stop	2.7%	2.5%
Four Cart Stop	1.7%	0.2%
Greater than Four Cart Stop	0.3%	<0.1%

- 9.2.a At the end of each month the City shall provide the contractor an updated number of housing and commercial units in the City. This number shall be the basis for all billing for that month.
- 9.2.b The contract price will be adjusted upwards or downwards annually, based upon the net percentage of change over the then most recent twelve (12) month period for which the index figures are available for the Consumer Price Index (CPI) for the US WST (Water, Sewer, Trash Collection) as published by the U.S. Department of Labor, Bureau of Labor Statistics, provided such adjustment shall not exceed 2% in any year.
- 9.2.c The contract shall also be adjusted monthly in accord with the changes in occupancy as determined by calculating Certificates of Occupancy issued by the Building Inspector, as further described in this contract, Section 3, and reduced for covered parcels, demolitions or removal from the City's collection program.

9.3 Refuse Collection

- 9.3.1 Collection of Refuse from Single, Double Triple and Quad Family Parcels - The Contractor shall collect and haul municipal solid waste from all current and future City collection sites to a NYSDEC approved municipal solid waste management facility. The Contractor shall collect refuse from City issued containers, only, with the exception of bulk item collection or approved extra item(s) placed outside the cart (as elected by the City) per the options 9.3.2a – c.
- 9.3.2 The Contractor agrees to collect all Refuse in fully enclosed leak-proof modern packer-type trucks with semi-automated and fully-automated capabilities and;

- 9.3.2.a Option A: The Contractor agrees to collect and haul one (1) bulk item placed at the curb at a weekly frequency. Residents will be instructed to place Bulk items in a location that does not impede with the collection of the refuse or recycling receptacles. The Contractor shall be responsible for all refrigerant (i.e. Freon) removal from select appliances OR;
 - 9.3.2.b Option B: The Contractor agrees to collect and haul three (3) bulk items placed at the curb at a monthly frequency. Residents will be instructed to place Bulk items in a location that does not impede with the collection of the refuse or recycling receptacles. The Contractor shall be responsible for all refrigerant (i.e. Freon) removal from select appliances OR;
 - 9.3.2.c Option C: As an addition to Option A, the Contractor also agrees to collect items with “bag tags” for weekly collection. The “bag tags” will be sold/distributed by the City and cannot exceed 40-lbs and excludes bulk items. Only parcels participating on the program with a refuse cart and with an account in good standing with the City are eligible to purchase and use “bag tags”.
 - 9.3.2.d Option D: The Contractor shall provide a unit rate to conduct a monthly (four collection opportunities), city wide refuse collection program from participating city properties, where restrictions of waste volume are relaxed.
- 9.3.3 Municipal collection. The Contractor agrees to supply the following to municipal buildings.
- 9.3.3.a Two (2) 8 cu. yd. dumpsters and collect and haul twice/week from the City’s Municipal Services Building, 1925 Main Street, Niagara Falls, NY, and
 - 9.3.3.b Supply two (2) 65 cubic yard containers or equivalent capacity at the City’s Corporation Yard, 1785 New Road, year round. And, one additional 65 cubic yard container from May to October each year. These containers will be utilized for various refuse collected by City Crews. These Dumpsters shall be serviced when called for by City Staff. The City shall be billed on the same per ton bases as the bulk refuse pickup at curbside/street-line/alley, and;
 - 9.3.1.c The Contractor agrees to provide one (1) 30 cubic yard roll-off dumpster for the exclusive collection of tires at the City’s Corporation Yard, 1785 New Road. This dumpster shall be serviced when called for by City Staff. The City shall be billed on a per ton bases for tires.
- 9.3.4 Enhanced Collection of Refuse from all Commercial and/or Multiresidential parcels required greater level of service from refuse carts. There are currently 1,061 Commercial/Multiresidential parcels participating on the program, of which 50 are using more than four (4) carts to meet disposal needs. Several of these accommodations are made due to spatial or other concerns, but it is the intent of the City to provide ample collection and adhere to a four (4) cart maximum. The City may consider a transition to a User Fee program for this level of service. The City intends to generate a User Fee table, below to offer enhanced collection service, such as multiple collections per week, to current participating commercial and Multiresidential parcels participating on the program. The City requests respondent contractors to provide a unit rate for collection

(only) from commercial and Multiresidential parcels for weekly, twice weekly, three times, four times and daily refuse collection from one to four carts per property.

Collection from Multi-Residential Parcels – All owners must have a sufficient number of receptacles to hold all solid waste accumulated between scheduled collections and shall not allow solid waste to be stored or to accumulate on their property in a manner or amount contrary to the rules and regulations of the City’s Ordinance. Only properties granted an exemption by the City shall have more than four (4) 64-Gallon refuse carts for collection. Multi-Residential Parcels without an exemption or exceeding five units must make their own arrangements for refuse services. Consistent with limitations for residential users, Multi-residential users are granted disposal of one (1) bulk item per week

**ENHANCED SERVICE: MULTIRESIDENTIAL/COMMERICAL REFUSE & RECYCLING COLLECTION PROGRAM USER FEE
TEMPLATE**

			REFUSE															
Cart Quantity			1 CART	2 CARTS					3 CARTS					4 CARTS				
weekly frequency			1X	1X	2X	3X	4X	5X	1X	2X	3X	4X	5X	1X	2X	3X	4X	5X
R E C Y C L I N G	1 CART	EOW																
		Weekly																
	2 CARTS	EOW																
		Weekly																
		2X																
	3 CARTS	EOW																
		Weekly																
		2X																
	4 CARTS	EOW																
		Weekly																
		2X																
RESIDENTIAL AVAILABILITY																		

9.3.5 Refuse Collection Carts

The City will maintain ownership for all issued refuse carts. As part of this Draft RFP, the City requests Respondent Contractors to provide required, routine maintenance and upkeep of City issued carts. This includes, but is not limited to, wheel replacement, lids or hauler imposed damage. Additionally, the Contractor shall be responsible for the withdrawal of carts from inventory to parcels new to service, or due to lost, stolen or damaged carts.

The following summarizes the cart sizes issued to City properties;

9.3.5.a Single Family Parcels –one (1) 64-Gallon refuse container.

9.3.5.b Double Family Parcels –two (2) 64-Gallon refuse containers.

9.3.5.c Triple Family Parcels –three (3) 64-Gallon refuse containers.

9.3.5.d. Quad/Multi-Residential Family Parcels (not to exceed four (4) units) – property owners must adhere to City Ordinance requirements and will receive four (4) 64-Gallon refuse containers. Multi-Residential Parcels exceeding four (4) units must petition the City for spatial or other concerns and the City will make a determination about allowing an exception. The City will provide a list of all current exceptions and provide as part of the Final RFP. All properties without an exception must make their own arrangements for refuse services.

9.3.5.e. Commercial Parcels – Approximately 1,061 parcels currently participate. Parcels are eligible to receive the maximum of four (4) 64-Gallon Refuse containers.

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

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

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

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

9.4 Refuse Disposal

9.4.1 As a component of this DRFP package the City is requesting a Service Contract for Non-hazardous Solid Waste, Non-Putrescible Bulky Waste and Refuse Disposal. Such solid waste shall be construed to mean solid waste generated from residential, commercial, institutional and industrial sources that are designated by the municipality and that are allowed to be disposed in incinerators and/or sanitary landfills by the regulatory agencies having jurisdiction over the disposal facilities' operations. Typical components of such waste include household garbage and rubbish. Specifically excluded are sludge's, septic tank pumping, regulated medical wastes, and pathological wastes. Respondent Contractors are directed to list any and all exceptions to these specifications.

9.4.2 It is the intent and purpose of this service Contract(s) to assure continuous non-interrupted disposal of Non-Hazardous Municipal Waste, generated within the City. The City is requesting a per ton rate for disposal of Non-Hazardous Solid

Waste/Non-Putrescible Bulky Waste collected as part of this contract.

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

9.5 *Recycling Collection, Processing and Marketing*

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

- 9.5.1 The City is requesting respondents to collect recyclable curbside/street-line/alley from wheeled recycling carts at a frequency of every-other week.
- 9.5.2 The following describes the expected responsibilities of the Contractor collecting and processing recyclables.
- 9.5.2.a The term of the contract shall remain consistent with the length of the Service Contract Period.
- 9.5.2.b The contractor shall be responsible for the collection and processing of recyclables left in appropriate (designated) receptacles. The Contractor shall also be responsible to collect rigid plastics and corrugated cardboard that is flattened (three feet long by three feet wide) and left no more than five (5)

feet from the curb.

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

- 9.5.3 A copy of current NYSDEC permit, including any conditions, for the operation of the MRF must be included with your final response.
- 9.5.4 Enhanced Recycling Collection from Commercial and Multiresidential parcels requiring greater level of service. It is the intent of the City to provide ample collection to all current participating commercial and Multiresidential parcels greater than four 4 units. To enhance collection opportunity, the City is requesting Contractors to provide pricing for weekly and twice weekly recycling collection service. The City intends to create a User Fee chart displayed in Section 9.3.4.
- 9.5.9 Collection from Commercial Parcels– Commercial parcels which receive solid waste collection services from the City approved hauler shall also participate in a curbside/street-line/alley recycling program provided by said hauler by separating recyclable materials from other solid waste and depositing the recycled materials in the recycling container provided. Collection will take place at an “every other week” frequency consistent with Residential Collection. All owners must have a sufficient number of receptacles to hold all recyclables accumulated between scheduled collections and shall not allow recyclables to be stored or to accumulate on their property in a manner or amount contrary to the rules and regulations of the City’s Ordinance.
- 9.5.9.a The Owner, Manager or Superintendent of Multi-residential parcels shall provide and maintain, in a neat and sanitary condition, recycling collection areas to receive source separated recyclable material included in the curbside/street-line/alley program that are generated by residents or occupants.

9.5.5 Recycling Collection Carts

The City will maintain ownership for all issued recycling carts. As part of this Draft RFP, the City requests Respondent Contractors to provide required, routine maintenance and upkeep of City issued carts. This includes, but is not limited to, wheel replacement, lids or hauler imposed damage. Additionally, the Contractor shall be responsible for the withdrawal of carts from inventory to parcels new to service, or due to lost, stolen or damaged carts.

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

9.5.5.a Single Family Parcels –one (1) 96-Gallon recycling container.

9.5.5.b Double Family Parcels –two (2) 96-Gallon recycling containers.

9.5.5.c Triple Family Parcels –three (3) 96-Gallon recycling containers.

9.5.5.d. Quad/Multi-Residential Family Parcels (not to exceed four (4) units) – property owners must adhere to City Ordinance requirements and will receive (2) 96-Gallon recycling containers. Multi-Residential Parcels exceeding four (4) units must make their own arrangements for recycling services.

9.5.5.e Additional Containers for Recycling – the following containers are used at City facilities for recycling and will be serviced on the scheduled recycling days for that section:

9.5.5.e.1 6 cu. yd. R.E.L.'s for use at various City buildings (currently using 3 at 2 locations)

9.5.5.e.2 96-Gallon carts for use at various City buildings (currently using 20 at 6 locations)

9.5.5.e.3 30'– 40' trailer for tires at the Corporation Yard (currently using 1)

9.5.6 The Contractor shall specify instructions to the City for placement of recycling carts at the curbside/street-line/alley consistent with collection methodologies. It will be the responsibility of the occupant of the residence/business to place the refuse containers at the curbside/street-line/alley for collection and to remove said recycling containers from the curbside/street-line/alley after collection is completed. The Contractor is, in no case, required to enter any building or private property for the collection of Refuse or Recycling (unless a private contract exists between Contractor and property owner).

9.5.7 It is expected that all emptied containers are placed back in the location they were found (between the sidewalk and the curb). Residents will be advised on cart placement and at no time shall the resident or contractor place emptied containers on the sidewalk or road, and in a manner that impedes pedestrian or vehicular traffic. Containers shall be handled at all times as to prevent damage to the container and to reduce noise of handling and collection. Throwing or tossing of containers shall not be allowed. The City will require residents to place in the provided containers and that the containers are to be used for only those materials designated.

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

10.0 ADDITIONAL REQUESTS:

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

- 10.1 Separate Container Service Rates – Effective May 1, 2019 the Respondent contractor shall provide dumpsters at the following frequency of collection at the following locations:

Location	Capacity	Frequency of Service	Annual Rate for Specified Service, plus Additional Pick-up Rate (per pickup)			
			5/1/19-12/31/19	1/1/20-12/31/20	1/1/21-12/31/21	1/1/22-12/31/22
Wastewater Treatment Plant	Two (2) 10CY Dumpsters	Every-other-week Pickup				
		Extra Pickup Rate				
Water Treatment Plant	One (1) 6CY Dumpster	Every-other-week Pickup				
		Extra Pickup Rate				
Hyde Park Ice Pavilion	One (1) 8CY Dumpster	3x per week from May 15 to September 15				
		Extra Pickup Rate				
Hyde Park Ice Pavilion	One (1) 8CY Dumpster	3x per week from June 15 to September 15				
		Extra Pickup Rate				
Downtown (undetermined location)	One (1) 10CY Dumpster	3x per week May 15 thru September 15				
		Extra Pickup Rate				

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

- 10.2.1 Annually, from April 15 to November 15, the City requests the contractor collect yard clippings placed out for collection on the resident's collection day from Kraft paper bags or 30-gallon containers with handles, only. All bags and containers shall not weigh more than 40-lbs and will be limited to only specified landscape waste. The landscape waste collected per this section shall be disposed.
- 10.2.2 Autumn leaf collection will start the second Monday of October and extend 5 weeks. The Contractor is expected to collect all leaf waste placed out for collection in clear plastic or Kraft paper bags for collection. Collection may occur daily at the discretion of the hauler. It is expected that each street would have collection occur twice during this time frame.
- 10.2.3 Annually, from April 15 to November 15, the City requests the contractor collect yard clippings placed out for collection on the resident's collection day from Kraft paper bags or 30-gallon containers with handles, only. All bags and containers shall not weigh more than 40-lbs and will be limited to only specified landscape waste. The landscape waste collected per this section shall be composted.
- 10.3 Additional Collection – Under extenuating circumstances, such as evictions, acts of nature (i.e. flood and/or fire), and/or the discretion of the City, provide a unit rate to collect refuse placed outside the cart from a single parcel within the City, independent of section 9.3.1.h. The respondent contractor may submit an hourly rate to provide one (1) refuse truck with two (2) individuals for the following collection time frames:
- a. Routine Collection Hours: 7:00am to 4:00pm, Monday through Friday, with the exception of weekend days resulting in collection due to a holiday.
 - b. After-hours Collection: Collection requests from 4:00pm to 7:00am.
 - c. Weekend Collection: Collection requests from 4:00pm Friday to 7:00am Monday morning, with the exception of weekend days resulting in collection due to a holiday.
- 10.4 Recycling Revenue Sharing/Incentives for Waste Reduction – Provide an incentive based revenue sharing program inclusive of incentives for recycling and waste reduction milestones that may have been met in a specific timeframe (i.e. monthly, quarterly).
- 10.5 Common Area Collection – The City is requesting the contractor conduct collection from common area receptacles (not city issued carts) from the following locations;
- 10.5.1 City Market, Pine Avenue, Niagara St. Main St., Third St., Monday through Friday
- 10.5.2 Downtown, Daily, including Saturday and Sunday. Route maps are included as Appendix "I"
- 10.6 Residential Dump Permit Fee – The City request respondents provide input concerning meeting a residential demand for construction and demolition debris disposal outside of the core residential service offered. The City intends to issue dump permits on a pre-paid basis that would all residents who to transport their acceptable debris to the Contractors acceptable site. The City requests respondents provide a site and acceptable fee structure to issue the permits. The contractor shall bill the City according to the number of permits issued per the pricing structure provided.

STATEMENT OF NON-COLLUSION

Pursuant to Chapter 675
Laws of 1966

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

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

Signature of Officer

Title of Officer

Date

THIS PAGE INTENTIONALLY LEFT BLANK

PRICING SECTION APPENDIX “B”

Text Section/Title	notes	YEAR 1 5/1/19 - 12/31/19	YEAR 2 1/1/20 - 12/31/20	YEAR 3 1/1/21 - 12/31/21	YEAR 4 1/1/22 - 12/31/22
9.3 Weekly Refuse Collection from City parcels	<i>refer to Table in Sec. 9.2 for Parcel Count and Carts per Parcel. Includes: weekly bulk collection.</i>				
Option A: weekly bulk collection (9.3.2.a)	<i>Unit rate to provide weekly bulk collection to residential participants</i>				
Option B: monthly bulk collection (9.3.2.b)	<i>Unit rate to provide monthly bulk collection to residential participants.</i>				
Option C: weekly collection from City issued Bag Tags/Stickers (9.3.2.c)	<i>Unit rate to provide weekly collection of City issued Bag Tag/Stickers.</i>				
Option D: Amnesty Collection Month					
9.3.1.d	<i>Annual, Lump Sum rate to supply Two (2) 8CY containers serviced 2x/week from 1925 Main St. (Collection Only)</i>				
9.3.1.e	<i>Annual, Lump Sum Rate to supply Two (2) 65CY containers or equivalent</i>				
9.3.1.f	<i>Annual, Lump Sum rate to supply one (1) 30CY container for the placement and collection of tires. Provide per ton disposal</i>				
9.3.3 Refuse Collection from Municipal Locations					
9.3.3.a	<i>Two (2) 8 cu. Yd. dumpsters collected twice per week from 1925 Main St.</i>				
9.3.3.b	<i>Two (2) 65 cu. Yd containers, year round and one (1) additional 65 cu. Yd. container from May to October, at 1785 New Rd.</i>				
9.3.3.c	<i>One (1) 30 cu. Yd roll-off dumpsters for the collection of tires</i>				
	<i>Per Ton Disposal Fee for Tires</i>				

9.3.4 Enhanced Collection from Commercial and/or Multiresidential Parcels	<i>Weekly Collection</i>				
	<i>Twice Weekly</i>				
	<i>Three Times</i>				
	<i>Four Times</i>				
	<i>Daily</i>				
9.3.5 and 9.5.5 Refuse and Recycling Cart Management Program					
9.4 Refuse Disposal Rate per Ton	<i>Provide an annual rate per ton of municipal solid waste collected curbside and at municipal locations.</i>				
9.5 Recycling Collection, Processing and Marketing	<i>One Collection Day (frequency Every-other-week, for all units.)</i>				
	<i>Weekly Collection (Commercial and Multiresidential Only)</i>				
	<i>Twice Weekly Collection (Commercial and Multiresidential Only)</i>				
9.5.5.e Additional Containers for Recycling					
10.1 Provide a schedule of service rates for specific sized containers	<i>Complete Table 10.1</i>				
10.2 Landscape Waste Collection	<i>Weekly, City wide collection of yard clippings in clear or kraft paper bags, or in 30-gallon containers, from April 15 to November 15. For Disposal.</i>				
	<i>Autumn Leaf Collection, 5 weeks of daily leaf collection service. October 8 - November 11. Leaf waste must be bagged in clear plastic, kraft paper, or in 30-gallon containers with handles.</i>				
	<i>Weekly, City wide collection of yard clippings in clear or kraft paper bags, or in 30-gallon trash can with handles or kraft paper bags containers, from May 1 to November 15. For Composting.</i>				

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

THIS PAGE INTENTIONALLY LEFT BLANK

RECYCLABLE ITEMS LIST

Paper Products:

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

Household Metals:

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

Glass

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

Plastic

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

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

THIS PAGE INTENTIONALLY LEFT BLANK

INSTRUCTIONS FOR
CITY OF NIAGARA FALLS STANDARD INSURANCE CERTIFICATE

Standard Insurance Requirements apply to the following classifications:

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

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

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

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

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

Minimum coverage with limits and provisions are as follows:

A. Comprehensive General Liability

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

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

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

1. The insurance company or companies issuing the policies shall have no recourse against the City of Niagara Falls for payment of any premiums or for assessments under any form of policy.
 2. The insurance shall apply separately to each insured (except with respect to the limit of liability).
- B. **Auto Liability:** (if licensed vehicles are to be used in the operation) With a combined single limit for Bodily Injury and Property Damage of \$1,000,000.00 each occurrence, the coverage shall include Owned, Hired and Non-owned autos (Symbol 1 should be designated for Liability Coverage on Business Auto Policy).
- C. **Excess Umbrella Liability:** If General Liability and/or auto limits are lower than required in the above sections, Umbrella Liability or Excess Liability to the required limit is acceptable.
- D. **Owners Protective Liability:** (on contracts for construction which exceed a cost of \$100,000). With a minimum limit of \$1,500,000.00 each occurrence and 3,000,000.00 aggregate. Named insured shall be the City of Niagara Falls, New York.
- E. **Professional Liability:** If the contract includes professional services (engineers, architects, etc.), contractor will carry professional liability insurance with a minimum limit of one million dollars (\$1,000,000.00).
- F. **Property Insurance:** (if applicable) Contractor shall purchase and maintain property insurance upon the work at or off the site to 100% of the contract completed value. This insurance shall include the interest of the Owner, Contractor and Subcontractors in the work; shall insure against the perils of fire and extended coverage; shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage. All such insurance required by this paragraph shall remain in effect until the work is completed and accepted by the Owner.
- G. **Statutory Workers' Compensation and Employers Liability:** All contractors doing business with or vendors entering upon City of Niagara Falls property shall carry the above insurance, in compliance with the Workers' Compensation Law of the State of New York.
- H. **Performance and Payment Bond: (if specified in DRFP request)** A performance and payment bond shall be issued by a Surety company who is licensed by the Insurance Department of the State of New York in favor of the City of Niagara Falls in the amount of not less than _____ percentum of the total amount and shall be delivered before commencement of lease or assumption of operations under contract.

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

	City of Niagara Falls Curbside Collection Weight		
	Res/Comm Curbside (tons)	Recycling (tons)	Curbside Recycling % Diversion
Jan-14	2567	151.8	5.6%
Feb-14	2539	151.3	5.6%
Mar-14	3283	151.3	4.4%
Apr-14	1822.07	162.64	8.2%
May-14	1711.14	172.55	9.2%
Jun-14	1133.71	160.32	12.4%
Jul-14	2183.48	222.88	9.3%
Aug-14	1575.22	231.68	12.8%
Sep-14	1662.6	286.98	14.7%
Oct-14	1695.34	296.91	14.9%
Nov-14	1282.3	283.46	18.1%
Dec-14	1394.64	348.28	20.0%
Jan-15	1735	296.28	14.6%
Feb-15	1738	203.87	10.5%
Mar-15	2037	307.86	13.1%
Apr-15	1833	343.62	15.8%
May-15	1830	322.51	15.0%
Jun-15	1174	295.9	20.1%
Jul-15	1724	323.68	15.8%
Aug-15	1724	273.25	13.7%
Sep-15	1724	295.18	14.6%
Oct-15	1609.67	292.31	15.4%
Nov-15	1381.19	281.87	16.9%
Dec-15	1724	341.26	16.5%
Jan-16	1724	283.34	14.1%
Feb-16	1075.62	247.5	18.7%
Mar-16	1219.38	307.53	20.1%
Apr-16	1495	299.36	16.7%
May-16	1684.17	284.14	14.4%
Jun-16	1650.63	323.46	16.4%
Jul-16	1380.87	273.85	16.5%
Aug-16	1560.4	290.95	15.7%
Sep-16	1609.17	295.56	15.5%
Oct-16	1327.97	267.67	16.8%
Nov-16	1624.5	322.78	16.6%
Dec-16	1364.65	309.23	18.5%
Jan-17	1281.89	327.71	20.4%
Feb-17	1136.07	254.71	18.3%
Mar-17	1307.49	320.74	19.7%
Apr-17	1475.8	319.62	17.8%
May-17	1669.86	352.15	17.4%
Jun-17	1590.78	365.19	18.7%
Jul-17	1598.83	313.85	16.4%
Aug-17	1822.81	335.54	15.5%

Sep-17	1494.15	304.59	16.9%
Oct-17	1489.38	315.31	17.5%
Nov-17	1497.47	325.39	17.9%
Dec-17	1,290.57	301.27	18.9%
<i>*italics represent average data due to volume of undocumented waste sent to Covanta by Modern.</i>			

**City of Niagara Falls
Affirmative Action/Equal Employment Opportunity Policy Statement**

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

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

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

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

Discrimination is prohibited on account of age, race, creed, color, national origin, sex, sexual orientation, gender identity or expression, religion, disability, predisposing genetic characteristics, marital status, military status, or domestic violence victim status in employment under this contract: (a) in the hiring of employees for the performance of work

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

The City will periodically analyze its procurement and personnel actions to ensure compliance with this policy. If there are questions or concerns regarding the administration of this policy or if someone believes she/he has not been treated in accordance with our policy, contact:

Ruby A. Pulliam

Equal Employment Opportunity Compliance Officer

745 Main Street, Niagara Falls, NY 14302

(716) 286-4327

(Name)

(Title)

(Location)

(Phone)

REFUSE COLLECITON ROUTES PAGE 1 OF 2

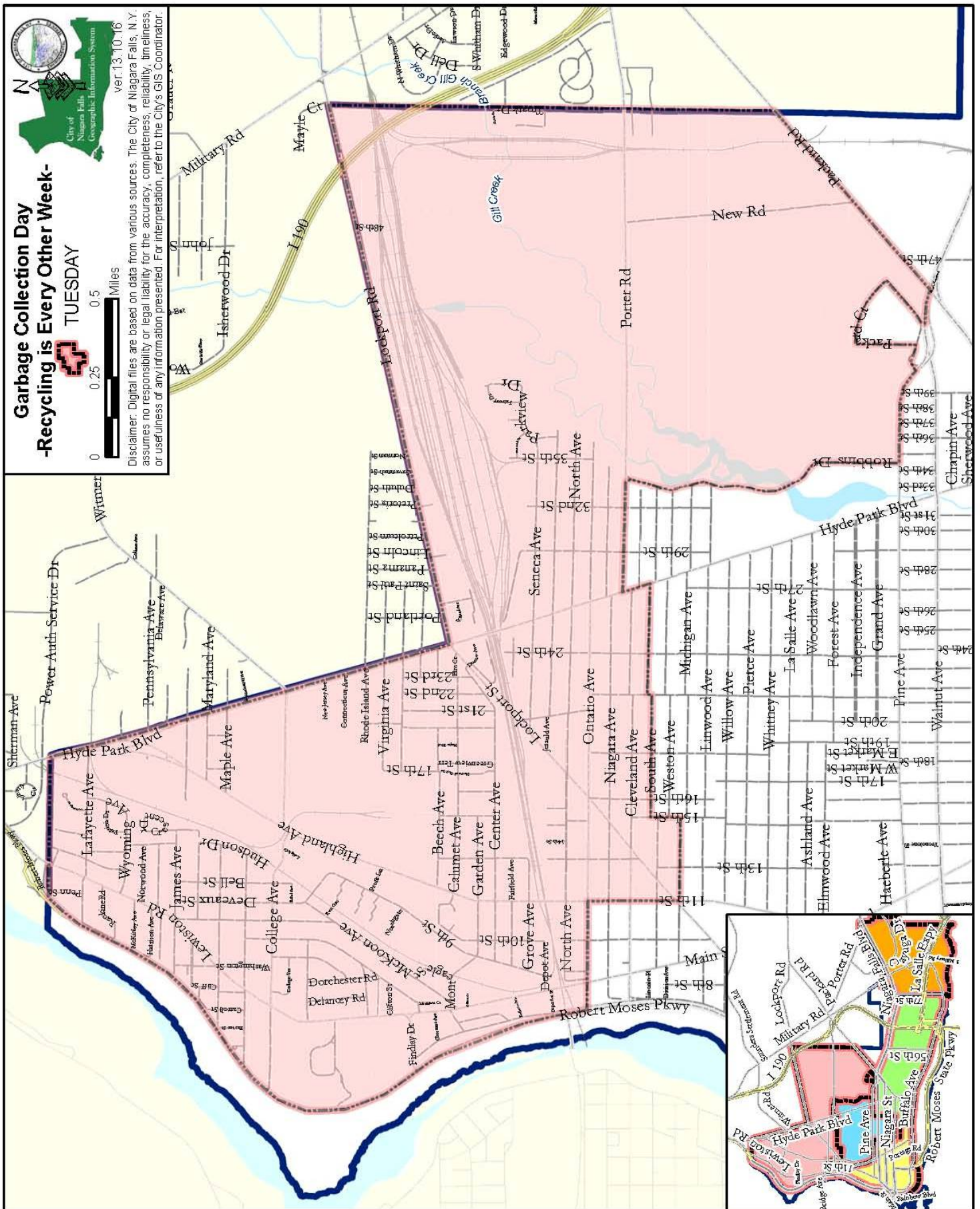
1 st St	57 th St	102 nd St	College Ave	Gillett Ct
2 nd St	58 th St	104 th St	College Ter	Girard Ave
3 rd St	59 th St	A St	Colvin Blvd	Glenn St
4 th St	60 th St	Acheson Dr	Connecticut Ave	Goodyear Dr
5 th St	61 st St	Adams Ave	Connecting Rd	Granby Ave
6 th St	62 nd St	Allen Ave	Council St	Grand Ave
7 th St	63 rd St	Angelo Ct	Creekside Dr	Greenview Ter
8 th St	65 th St	Anthony St	Crescent Dr	Greenwald Ave
9 th St	66 th St	Armory Pl	Cudaback Ave	Griffon Ave
10 th St	67 th St	Ashland Ave	D St	Grove Ave
11 th St	68 th St	Augustus Pl	Delancey Rd	Haeberle Ave
12 th St	69 th St	B St	Delaware Ave	Harrison Ave
13 th St	70 th St	Baker Ave	DeMunda Ave	Hawthorne Pl
14 th St	71 st St	Barton St	Depot Ave	Hennepin Ave
15 th St	72 nd St	Beech Ave	Depot Ave W	Henry Ave
16 th St	73 rd St	Belden Pl	Deuro Dr	Highland Ave
17 th St	74 th St	Bell St	Deveaux St	Hillcrest Dr
18 th St	75 th St	Benjamin Dr	Devlin Ave	Holly Pl
19 th St	76 th St	Birch Ct	Diamond Park Ln	Hope Blvd
20 th St	77 th St	Black Creek Dr	Division Ave	Hudson Dr
21 st St	78 th St	Bollier Ave	Dorchester Rd	Hyde Park Blvd
22 nd St	79 th St	Brandi Dr	Duane Ave	Independence Ave
23 rd St	80 th St	Brookside Ave	Dudley Ave	Iroquois St
24 th St	81 st St	Buffalo Ave	E Market St	Jacob Pl
25 th St	82 nd St	Builders Way	Eagle Heights	James Ave
26 th St	83 rd St	Byrd ave	Edison Ave	Jayne Pl
27 th St	84 th St	C St	Elk Pl	Jerauld Ave
28 th St	85 th St	Calumet Ave	Elm Ct	John Ave
29 th St	86 th St	Caravelle Dr	Elmwood Ave	John Daly Mem Pkwy
30 th St	87 th St	Carrie Dr	Ely Ave	Joliet Ave
31 st St	88 th St	Carroll St	Energy Blvd	Kies Ct
32 nd St	89 th St	Cayuga Dr	Ethel St	Kies St
33 rd St	90 th St	Cedar Ave	F St	Kies Ave
34 th St	91 st St	Center Ave	Fairfield Ave	Krull Pkwy
35 th St	92 nd St	Champlain Ave	Fairway Dr	Lafayette Ave
36 th St	93 rd St	Chapin Ave	Falls St	Lafayette Cir
37 th St	94 th St	Charles Ave	Fashion Outlets Blvd	Lasalle Ave
38 th St	95 th St	Chasm Ave	Ferry Ave	Mooradian Dr
39 th St	96 th St	Chestnut Ave	Forest Ave	Laughlin Dr
40 th St	97 th St	Chilton Ave	Fort Ave	Lehigh Ct
53 rd St	98 th St	Church Ave	Frontier Ave	Lewiston Rd
54 th St	99 th St	Cleveland Ave	Garden Ave	Lincoln Pl
55 th St	100 th St	Cliff St	Garfield Ave	Lindbergh Ave
56 th St	101 st St	Clifton Ave	Garrett Ave	Linwood Ave

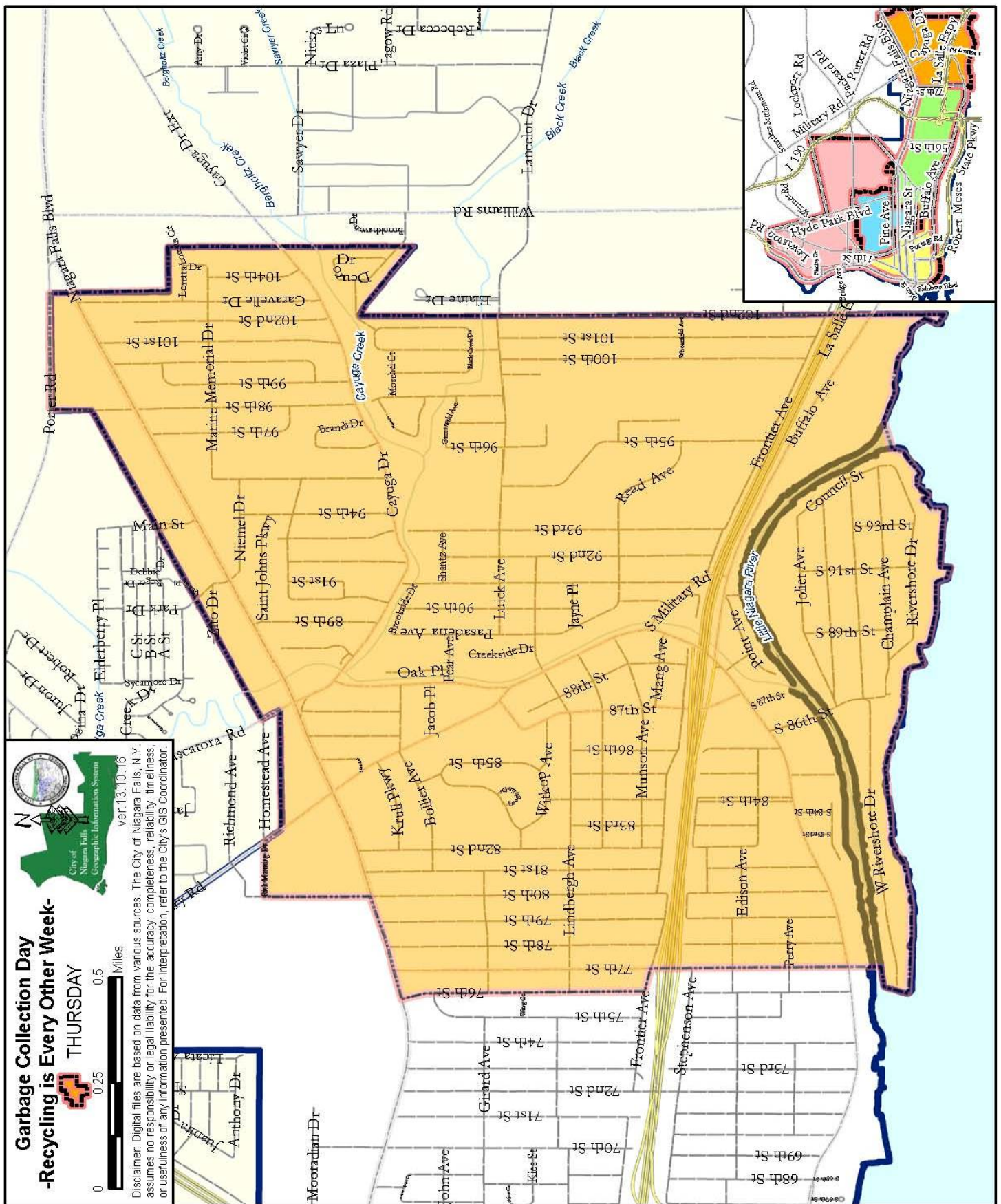
REFUSE COLLECITON ROUTES PAGE 2 OF 2

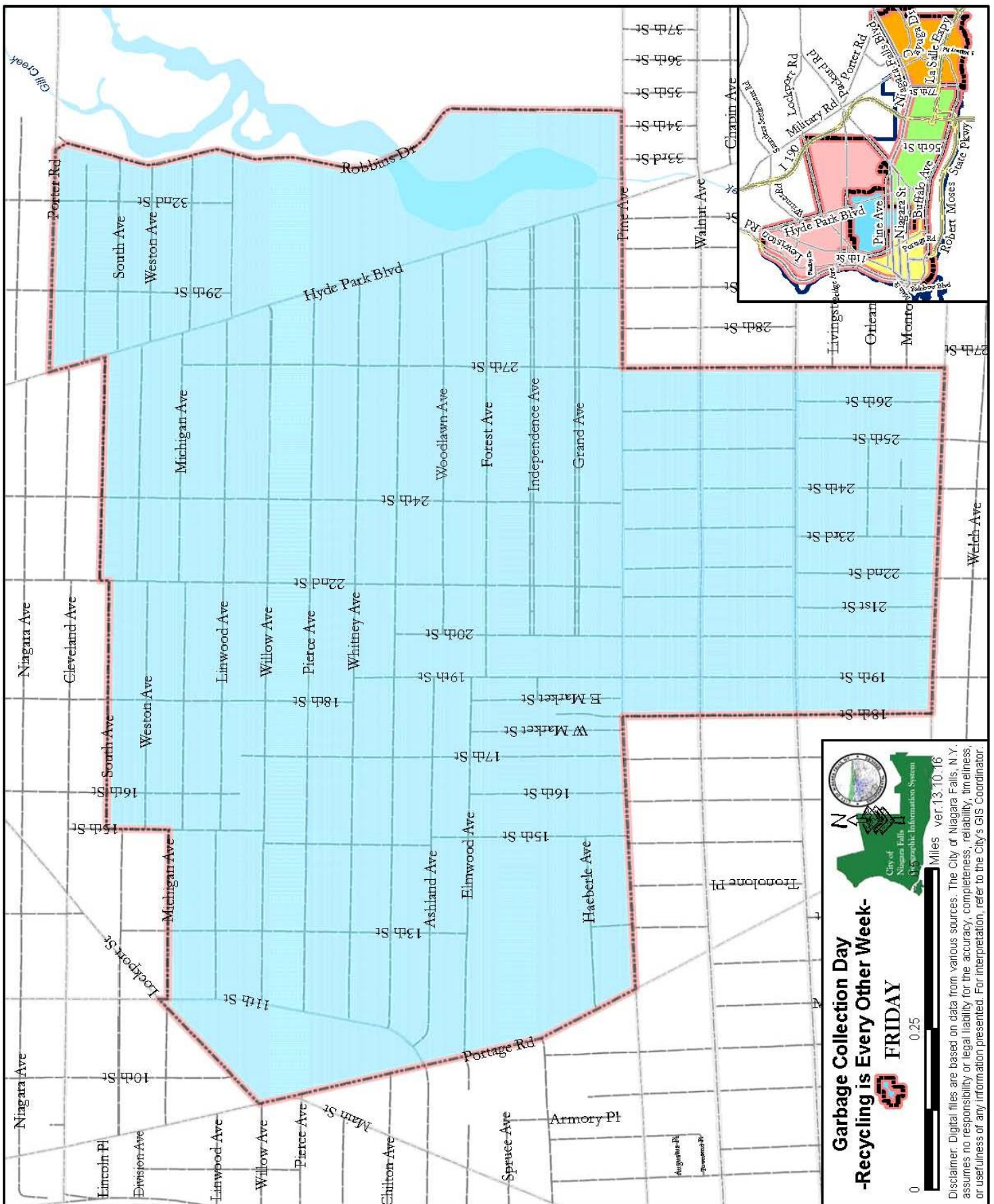
Lisa Ln	Oak St	Service Rd
Livingston Ave	Old Falls St	Seymour Ave
Lockport Rd	Ontario Ave	Shantz Ave
Lockport St	Orchard Pkwy	Sherwood Ave
Loretta Dr	Orleans Ave	Simmons Ave
Loretta Cir	Osborne Ct	South Ave
Luick Ave	Packard Rd	Spring St
Mackenna Ave	Park Pl	Spruce Ave
Macklem Ct	Parkview Dr	St John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

APPENDIX “H”
MAPS OUTLINING REFUSE COLLECTION ROUTES

THIS PAGE INTENTIONALLY LEFT BLANK







THIS PAGE INTENTIONALLY LEFT BLANK

COMMON AREA COLLECTION ROUTE MAP

<i>City of Niagara Falls-D.P.W. Street Cans-January 2018</i>
HYDE PARK BLVD.
700 Block Of Hyde Pk. Blvd. (South Side) --Wading Pool -- "As Needed"
PINE AVE.-NORTH SIDE
3016 Pine Ave.--Cellphone Store
2914 Pine Ave.--Accardo Insurance
2910 Pine Ave.--Complete Family Hair Care
2902 Pine Ave.--Boniello's Insurance
2722 Pine Ave.--Guido's Upolstering
2712 Pine Ave.--Bowl-O-Drome Lanes
2706 Pine Ave.--Keller Insurance --2 Cans
2610 Pine Ave.--Grana T. & Sons Produce
2506 Pine Ave.--Itt Rental Property
2438-Pine Ave.--Colosso Taco
24th & Pine Ave.--Bus Stop
2304 Pine Ave.--Mario's Variety Store
22nd & Pine Ave.--Bus Stop
2010 Pine Ave.--El Casino Gold Mine Buy & Sell
1922 Pine Ave.--Anello Wine Place
18th St. & Pine Ave.--City Market--11 Cans
1750 Pine Ave.--Horizon Health Services
1532 Pine Ave.--Club Joey
1516 Pine Ave.--Mujunz Chicken Shack
1504 Pine Ave.--7-Eleven
PINE AVE.-SOUTH SIDE
1309 Pine Ave.--Family Dollar
1615 Pine Ave.--Ltc Enterprises
L7th ST. & PINE AVE.--BUS STOP
1803 Pine Ave.--Submasters
1825 Pine Ave.--N.Y.C. Apparel
2001 Pine Ave.--El Casino Mexican Restaurant --2 Cans
2107 Pine Ave.--Anj U.S. Importers
2223 Pine Ave.--Cristoforo Columbo Society
2325 Pine Ave.--Satarian Motors

2407 Pine Ave.--Key Bank
2501 Pine Ave.--Pizza Express
2525 Pine Ave.--Aaron's Rentals
2601 Pine Ave.--Janet Dunstan's Dance Academy
2623 Pine Ave.--Weiss Heating & Cooling
2707 Pine Ave.--Hair Innovations
2901 Pine Ave.--Niagara Falls Buffet
3001 Pine Ave.--Virtuoso's Upholstery
3105 Pine Ave.--Difranco True Value Hardware
NIAGARA STREET-NORTH SIDE
3004 Niagara St.--The Bakery Lounge
2702 Niagara St.--Bus Stop
2602 Niagara St.--Lox Stock & Barrel Pub
2432 Niagara St.--Dairy Queen
24th & Niagara St.--Bus Stop
2210 Niagara St.--Frenchy's Pizza
1822 Niagara St.--Andy's Quick Stop
402-Niagara St.--7-Eleven
328 Niagara St.--Players Bar
310 Niagara St.--Niagara Gazette
102 Niagara St.--Twist Of The Mist Restaurant
SOUTH END
Rainbow Blvd. & Mayor Michael O'laughlin Dr. (Parking Lot)
Northwest Corner Rainbow Blvd. & 1st St.--Hotel Niagara
Southeast Corner Niagara St. & 1st St.
302 3rd St.--Bus Stop
290 3rd St.--Bus Stop
250 3rd St.--Bus Stop
333 Prospect St.--Hard Rock Café (1-Can Prospect St., 1-Can O'laughlin Dr.)
NIAGARA STREET-SOUTH SIDE/FALLS ST.
200 Block Niagara St.--(South Side)
1003 Niagara St.--Dueger's Grill
1445 Falls St.--Gdawski's Restaurant
1901 Niagara St.--(Old Pizza Oven) Bus Stop
2513 Niagara St.--Niagara Street Elementary School
2437 Niagara St.--Divine Mercy Community Center
2619 Niagara St.--Niagara Street Elementary School
3200 Block Niagara St. (South Side)--Gill Creek Park--4 Cans
MAIN STREET-EAST SIDE
465 Main St.--Star Food Mart

613 Main St
615 Main St.--Main Us.Post Office
665 Main St.--Levin & Levin Attorneys
745 Main St - City Hall
Main St. & Cedar Ave.--Bus Stop
1025 Main St.--Stevens Insurance
1027 Main St
1225 Main St.--Flower Shop
1313 Main St.--Whatever's Clever Clothing
1331 Main St.--The Why Coffee Shop
Main St. & Lockport Rd.--Earl Brydges' Library
1509 Main St.--Covenant Of Grace Ministries Church
1517 Main St.--Living Wellness Center
1609 Main St.--Niagara Beautification
1611 Main St.--Burger King (1 Can In Front, 1 Can In Rear On 8th St.)
1801 Main St.--Book Corner
1811 Main St.--Beauty Salon
2019 Main St.--Main Street Café
2027 Main St.--Bridgeway Mart
2107 Main St.--Wiseguys Pizza
2119 Main St.--Colt Block Apartments
2651 Main St.--Deveaux Mini-Mart
MAIN STREET-WEST SIDE
2102 Main St.--Bus Stop
2008 Main St.--B & B Cigar Store
1824 Main St.--Center City Neighborhood Development
1628 Main St.--Family Dollar
1606 Main St.--Maytag Laundrymat
1522 Main St.--Family & Children Services
1322 Main St.--Corner Of Main & Pierce Ave.
1300 Main St.--Child Care Center
1220 Main St.--Insurance Solutions
1023 Main St.--Carnegie Building
924 Main St.--Advanced Care Physical Therapy
800 Main St.--Key Bank
766 Main St.--Respicaire
750 Main St.--M & T Bank
730 Main St.--Catalano Law Offices
Northwest Corner Of Main St. & Pine Ave.--Bus Stop

C.N.F. CORPORATION YARD-NEW ROAD
Administration Building--2 Cans (1-In Front, 1-In Back)
Old Sanitation Garage--5 Cans
Motor Repair-Car Side--3 Cans
Motor Repair-Truck Side--8 Cans
Welding Shop--4 Cans
D.P.W. Locker Area/Hallway--3 Cans
Trades/Traffic Offices
Golf Course - Club House
LASALLE
City Boat Docks--River Road--2 Cans-- "As Needed"
Griffon Park--River Road--1 Can-- "As Needed"
53rd ST - WATERFRONT (OLD HOOKER DOCKS) --4 CANS
91st St. Between Frontier & Read Ave.--91st St. Ball Diamond--- "As Needed"
Cayuga Island--Jayne Park Ball Diamonds--Follow Paved Path--6 Cans
8752 Buffalo Ave.--Foley's Tavern
8748 Buffalo Ave.--Rechner Electronics
8728 Buffalo Ave.--La Salle Library
8676 Buffalo Ave.--The Vault Nightclub
8672 Buffalo Ave.--Macleod's Pharmacy
8656 Buffalo Ave.--Laundromat
7804 Buffalo Ave.--Rite Aid Pharmacy
7611 Buffalo Ave.--Dominic's Little River Bar & Grill
6908 Buffalo Ave.--Casale's Tavern

SAMPLE CART MAINTENACE SCHEDULE

Date of Repair	Number	Street	Notes	Action
1/18/2018	1328	102nd street	Found nothing wrong with carts	
1/18/2018	209	60th street	Picked up 6414014459 broken	Delivered 6414000483
1/18/2018	562	73rd street	Cart into moderen truck 9614007566	Delivered 9618022766
1/18/2018	128	73rd street	Picked up 6414007773 Broken	Delivered 6414000476
1/18/2018	505	74th street	Picked up 6414018365 Broken	Delivered 6414000475
1/18/2018	607	81st street	Picked up 6414021864 broken	Delivered 6414000474
1/18/2018	512	84th street	Repaired cart missing bar	
1/18/2018	1223	90th street	Picked up 6414022062 Broken	Delivered 6414000472
1/18/2018	1631	98th street	Picked up 6414010873 broken	Delivered 6414000473
1/18/2018	5902	Stephenson ave	Picked up 6414006366 broken	Delivered 6414000484
1/19/2018	1368	Cleveland ave	Repaired 6414011734 wheel	
1/19/2018	1748	Cudaback ave	Picked up 9614006332, 9614006406, 6414011247 Vact Res	
1/19/2018	1133	Ontario ave	Repaired lid on blue cart	
1/19/2018	3217	Porter rd	Repaired bar on cart	
1/19/2018	2930	Porter rd	Repaired 6414010189 Bar	
1/19/2018	2415	South ave	Cart into moderen truck 9614021791	Delivered 9618022761
1/19/2018	2239	South ave	Repaired 6414007052 wheel	
1/19/2018	1834	South ave	Repaired 9614018195 bar	
1/19/2018	2203	Weston ave	Repaired wheel 6414009778	
1/22/2018	720	15th street	Repaired wheel 6414007555	
1/22/2018	1805	18th street	Found nothing wrong	
1/22/2018	423	38th street	Repaired missing bar 9614004826	
1/22/2018	1455	Ferry ave	Repaired 6414006771 wheel	
1/22/2018	1348	Garrett ave	Missing cart 9614011154	Delivered 9618022762
1/22/2018	2745	Grand ave	Picked up 6414005929 hole in cart	Delivered 6414001261
1/22/2018	417	Hyde Park Blvd	Repaired wheel 6414017664	
1/22/2018	3512	Jerauld ave	Repaired 6414011657 wheel	
1/22/2018	1529	Lasalle ave	Found nothing wrong	
1/22/2018	1536	Lasalle ave	Found nothing wrong	
1/22/2018	1540	Lasalle ave	Found nothing wrong	
1/22/2018	1554	Lasalle ave	Repaired bar 6414001915	
1/22/2018	3067	Lewiston rd	Picked up 6414016295 Broken Lid	Delivered 6414000080
1/22/2018	3825	Madison ave	Found nothing wrong	
1/22/2018	3714	McKoon ave	Found nothing wrong	
1/22/2018	568	Memorial Pkwy	Repaired wheel 6414008411	
1/22/2018	1924	Niagara street	NO CARTS	Delivered 6414006081 and 9618022624
1/22/2018	696	Orchard Pkwy	Cart missing bar and wheel Repaired	
1/22/2018	1725	Pierce ave	Repaired wheel	
1/22/2018	1329	Roselle ave	Picked up 6414015318 Missing Lid	Delivered 6414000077
1/22/2018	2487	South ave	Repaired 6414020274 wheel	
1/29/2018	422	12th street	Picked up 6414007888 broken	Delivered 6414000822

			Repaired 9614007372	
1/29/2018	638	7th street	Picked up damaged cart 6414005213 which belongs to 619-7th st	Delivered 6414001087
1/29/2018	528	8th street	Repaired 6414005419 broken lid	
1/29/2018	446	Elmwood ave	Picked up 6414005474 and 9614008916 carts belong 441 Elmwood that is boarded up and Vact. 446 Elmwood City House	
1/29/2018	609	Elmwood ave	Picked up 6414008772 Belongs to 618 Elmwood	
1/29/2018	1622	Falls street	Picked up 6414010413, 6414010414, 6414010410 Missing cart 6414010411	Delivered Green carts with Blue lids 9618022767, 9618022763, 9618022764, 9618022765
1/29/2018	1917	MacKenna ave	Repaired 6414000701 wheel Picked up 6414006913 Broken lid	Delivered 6414001089
1/30/2018	3016	Dorchester	Repaired 6414015528 wheel	
1/31/2018	198	59th street	Repaired 6414015593	
1/31/2018	167	60th street	Repaired 6414001265	
1/31/2018	7626	Buffalo ave	For business hair studio	Delivered 6414001088 and 9618022625
2/1/2018	239	83rd street	Repaired 6414022201 wheel	
2/1/2018	1101	90th street	Picked up 6414010518 and 9614015138 VACT RES	
2/1/2018	9505	N F Blvd	Picked up green cart broken	Delivered 9618022699 Green cart blue lid
2/6/2018	3003	17th street	Repaired 6414011589 wheel	
2/6/2018	3117	Macklem ave	Repaired 6414015475 wheel	
2/6/2018	964	McKinley ave	Picked up 6414015864 hole	Delivered 6414001829
2/6/2018	1517	Niagara ave	Green cart fell into Moderen truck	Delivered 9618022702
2/8/2018	1074	101st street	Repaired 9614015215 Lid	
2/8/2018	542	93rd street	Green cart fell into Moderen truck 9614020572	Delivered 9618022700
2/8/2018	981	96th street	Repaired 9614019794 Bar	
2/8/2018	9602	Greenwald	Repaired 9614013720 Bar	
2/9/2018	424	22nd street	Found nothing wrong with carts	
2/9/2018	552	25th street	Missing carts	Delivered 6414002076 and 9618022701
2/9/2018	1710	Ashland ave	Green cart 9614001740 fell into Moderen truck	Delivered 9618022706
2/9/2018	2242	Cudaback ave	For Apartment	Delivered 6414000469 and 9618022704
2/9/2018	1533	Lasalle ave	Missing carts in fire 6414012633 and 6414012634	Delivered 6414001823, 6414000470, 9618022707, 9618022705
2/9/2018	1906	Whitney ave	Green cart 9614000261 fell into modern truck	Delivered 9618022728
2/9/2018	2018	Woodlawn ave	Found missing cart 9614017806	
2/15/2018	724	4th street	Repaired 9614009845 Lid	
2/15/2018	673	Chilton ave	Repaired 6414008725 Wheel	
2/15/2018	2230	Falls street	4 Apartments	Delivered 6414003033, 6414004001, 6414002950, 6414022514, 9618022748,

				9618022708
2/15/2018	1606	Main street	Picked up 6414009405 Broken	Delivered 6414000468
2/15/2018	1625	Niagara street	Picked up 6414007387 Broken	Delivered 6414001120
2/15/2018	697	Orchard Pkwy	Picked up 6414009199 Broken	Delivered 6414002077
2/15/2018	710	Townsend Pl	Missing 9614000612 and 6414003303	Delivered 6414002078 and 9618022749
2/22/2018	1531	100th street	Repaired 6414020688 wheel	
2/22/2018	327	74th street	Repaired 6414007683 Wheel	
2/22/2018	714	83rd street	Repaired 6414021138 Bar	
2/23/2018	1358	Ashland ave	Found nothing wrong	
2/23/2018	2712	Grand ave	Picked up 6414006008 broken	Delivered 6414000817
2/23/2018	2207	Independence	Picked up 2 blue 6414005590 and 6414011059 Broken	Delivered 6414002248 and 6414002247
2/23/2018	2814	Michigan ave	Missing 6414020007 and 9614015581	Delivered 6414023662 and 9618022698
2/23/2018	2442	Pine ave	Missing 6414003917	Delivered 6414000419
2/27/2018	441	4th street	No carts	Delivered 6414000418, 6414003142, 6414003723, 9618022651, 9618022612, 9618022750
2/27/2018	710	Chilton ave	Picked up 6414007092 and 6414007091 Broken	Delivered 6414006418 and 6414000420
2/27/2018	2839	Lewiston rd	Picked up 6414009422 and 9614009460 VACT RES	
2/27/2018	3071	Macklem ave	Repaired 6414015563 wheel	
2/27/2018	3107	Macklem ave	Repaired 6414015472 wheel	
2/27/2018	2668	Ontario ave	Repaired 6414008371 wheel	
2/27/2018	816	Pierce ave	Repaired 6414009079 wheel	
2/27/2018	468	Portage Rd	Picked up 6414007591, 6414007592, 9614001938, 9614003697 VACT RES	
2/27/2018	1245	Wyoming ave	Repaired 6414015961 wheel	
3/6/2018	1358	Ashland ave	Missing 6414003393	Delivered 6414019851
3/6/2018	2108	Ferry ave	Never had carts	Delivered 6414000421 and 9618022744
3/6/2018	3071	Macklem ave	Repaired 6414015563 wheel	
3/6/2018	2711	Pierce ave	Missing 6414010735	Delivered 6414001513
3/9/2018	423	22nd street	Picked up 6414010182, 6414020163, 6414017998, 6414010185, 6414017999, 6414001978 Do not belong at this address	
3/9/2018	1712	Ashland ave	Missing 6414010832	Delivered 6414001262
3/9/2018	740	Market st	Missing 9616022567, 6414011178 and 6414011179	Delivered 6414000843, 6414000844 and 9618022739
3/9/2018	1618	Pine ave	Have no carts	Delivered 6414000846 and 9618022740
3/9/2018	1622	Pine ave	Missing 6414009062	Delivered 6414000845
3/9/2018	2962	Porter rd	Missing 9614016556	Resident Picked up at DPW 9616022286
3/9/2018	4661	Porter rd	No more carts have max may need dumpster	

3/13/2018	3041	Delancey	Repaired 9614011917 missing bar	
3/13/2018	1919	Hyde Park Blvd	Picked up 9614005499 damaged	Delivered 9618022626
3/13/2018	1621	Niagara ave	Have no carts	Delivered 6414011279 and 9618022627
3/13/2018	3219	North ave	Repaired 6414002241 wheel and bar	
3/13/2018	2632	Parkview	Repaired 6414009126 wheel	
3/13/2018	2427	Weston ave	Repaired 6414004766 wheels and axle	
3/15/2018	1531	100th street	Repaired 6414020688 wheel	
3/15/2018	632	29th street	Picked up 6414017705 and 9614005094 Missing 9614005335	
3/15/2018	2962	Porter rd	Picked up 6414002672	Delivered 9618022715 Green cart Blue lid
3/15/2018	1215	Wyoming ave	Damaged blue cart 6414016245	Resident picked up at DPW 6414000640
3/16/2018	4325	Crescent ave	Cart into modern truck 9614011604	Delivered 9618022711
3/16/2018	2956	Michigan ave	Broken cart 6414018257	Resident picked up at DPW 6414001463
3/19/2018	458	10th street	Repaired 6414007946 Wheel	
3/19/2018	437	17th street	Missing 6414005771 and 6414005772	Delivered 6414001360 and 6414000557
3/19/2018	447 1/2	6th street	Missing 6414001876	Delivered 6414003064
3/19/2018	819	Armory		Delivered 6414001061, 6414003066, 6414000613, 9618022721, 9618022722, 9618022719
3/19/2018	812	Armory	Need a police report	
3/19/2018	404	Ceader ave	Missing 9614009574	Delivered 9618022720
3/19/2018	443	Memorial Pkwy	Repaired 9614008261 Broken	
3/19/2018	1712	Niagara street	Missing 9614003789 and 6414007427	Delivered 6414003206 and 9618022738
3/20/2018	637	60th street	Never had carts	Delivered 6414000864 and 9618022647
3/20/2018	1125	James ave	Missing cart 9614011473	Picked up by Resident 9618022718
3/20/2018	2665	Niagara ave	Never had carts	Delivered 6414001850 and 9618022724
3/20/2018	2637	Niagara ave	Missing 9614007837	Delivered 9618022723
3/20/2018	1628	South ave	Cannot deliver carts to Vact Residents	
3/20/2018	1632	South ave	Cannot deliver carts to Vact Residents	
3/21/2018	601	28th street	Church needed 1-blue & 1-green MORE	Delivered 6414001772 and 9618022617
3/21/2018	520	59th street	Repaired 6414014314 Lid	
3/21/2018	512	60th street	Picked up 6414008273 broken	Delivered 6414001895
3/21/2018	620	60th street	Picked up 6414008307 Broken	Delivered 6414001896
3/21/2018	121	60th street	Repaired 6414014410 Lid	
3/21/2018	518	62nd street	Picked up 6414008287 Broken	Delivered 6414001894
3/21/2018	196	63rd street	Repaired 6414009464 lid	
3/21/2018	642	67th street	Repaired 6414019803 wheel	
3/21/2018	676	67th street	Repaired 6414019819 Wheel	

3/21/2018	144	70th street	Repaired 9614003680	
3/21/2018	655	70th street	Repaired 6414018827 Wheel	
3/21/2018	464	73rd street	Picked up 6414018807 Broken	Delivered 6414000839
3/21/2018	238	75th street	Repaired 9614012448 Wheel	
3/21/2018	7900	Buffalo ave	Missing 9614014936	Delivered 9618022725
3/21/2018	1806	Ferry ave	Repaired 9614021715 and 6414002704 wheel	
3/21/2018	6027	Frontier ave	Picked up 6414013640 Broken	Delivered 6414001893
3/21/2018	3428	Packard road	Missing 9614002602 and 6414017878	Delivered 6414004128 and 9618022726
3/21/2018	2623	Welch ave	Repaired 9614003897 Wheel	
3/21/2018	2429	Welch ave	Never had carts	Delivered 6414001912 and 9618022727
3/23/2018	768	19th street	Cart into modern truck 9614018425	Delivered 9618022756
3/23/2018	621	77th street	Missing cart 9614013318	Delivered 9618022752
3/23/2018	215	80th street	Cart into Modern Truck 9614014858	Delivered 9618022753
3/23/2018	644	82nd street	Cart into Modern Truck 9614014688	Delivered 9618022758
3/23/2018	726	84th street	Picked up 6414017261 hole in cart	Delivered 6414004103
3/23/2018	1240	90th street	Cart into Modern Truck 9614014093	Delivered 9618022760
3/23/2018	1309	99th street	Repaired 6414011367 missing bar	
3/23/2018	1389	Caravelle	Repaired 6414023056 wheel	
3/23/2018	8874	Lindbergh ave	Picked up 6414006476 Cracked	Delivered 6414004061
3/23/2018	2916	Linwood ave	Never had carts	Delivered 6414001827 and 9618022714
3/23/2018	9340	Niagara Falls Blvd	Picked up 6414001021, 6414003273, 6414003270, 6414003268 All Cracked	Delivered 6414010523, 6414010522, 6414000558, 6414001363
3/23/2018	2451	Pierce ave	2-Family only 1-green	Delivered 9618022754
3/26/2018	248	22nd street		Delivered 9618022757 2-family only 1-green cart
3/26/2018	137	57th street	Missing Carts 9614002491 and 6414014732	Delivered 6414001447 and 9618022654
3/26/2018	657	77th street	Picked up 6414019650 hole	Delivered 6414001448
3/26/2018	469	7th street	House Burned but using to clean up	
3/26/2018	509	80th street	Repaired 6414021750 missing wheel	
3/26/2018	440	82nd street	Green cart into Modern truck 9614014464	Delivered 9618022655
3/26/2018	1032	97th street	Picked up 6414022093 broken	Delivered 6414002244
3/26/2018	615	9th street	Missing carts 9614007225 and 6414008551	Delivered 6414001445 and 9618022755
3/26/2018	1820	Cleveland ave	Missing cart 6414011409	Delivered 6414001446
3/26/2018	2917	Niagara ave		Delivered 6414001444 and 9618022751
3/27/2018	152	68th street	Repaired 6414009536	
3/27/2018	522	75th street	Picked up 6414007630 Damaged	Delivered 6414001062
3/27/2018	804	Hyde Park Blvd	Picked up 6414005651 Damaged	Delivered 6414001833
3/28/2018	628	28th street	Missing carts 9614005509 and 6414017826	Delivered 6414000602 and 9618022657

3/28/2018	209	58th street	Missing carts 9614002962 and 6414014710	Delivered 6414003063 and 9618022656
3/28/2018	212	66th street	Repaired 6414014288 wheel	
3/28/2018	427	67th street	Picked up 6414019953 hole in cart	Delivered 6414002243
3/28/2018	202	70th street	Repaired 6414006312 wheel	
3/28/2018	2450	Grand ave	Missing cart 6414006002	Delivered 6414002240
3/28/2018	1507	Willow ave	Missing cart 9614016222	Delivered 9618022658
3/29/2018	714	20th street	Missing 1 Blue and 1 Green	Delivered 6414001452 and 9618022652
3/29/2018	1446	Fort ave	Both carts were found at this address	
4/3/2018	556	17th street	Picked up 6414005724 Broken	Delivered 6414001413
4/3/2018	605	61st street	Cannot Deliver larger cart to apartments	
4/3/2018	482	72nd street	Green cart into Modern truck 9614012133	Delivered 9618022650
4/3/2018	759	8th street	2-Family no carts	Delivered 6414009389, 6414001416, 9618022653, 9614013744
4/3/2018	5820	Buffalo ave	Repaired 6414002974	
4/3/2018	8020	Buffalo ave	Picked up 6414003649 Hole	Delivered 6414000546
4/3/2018	1014	Fairfield ave	Repaired 6414011541	
4/3/2018	2837	Lewiston rd	Missing 1 Blue	Delivered 6414001900
4/3/2018	2764	Livingston ave	Repaired Broken Blue cart Missing 1B & 1G	Delivered 6414000891, 9614000215
4/3/2018	2192	North ave	Picked up 6414013943 Broken	Delivered 6414001897
4/3/2018	802	Pierce ave	Picked up 6414009082 Hole in catr	Delivered 6414001415
4/3/2018	2481	Weston ave	Repaired 6414012220 Broken	
4/3/2018	2220	Willow ave	Vact House no carts until occupied	
4/4/2018	568	74th street	Picked up 6414018339 Broken	Delivered 6414001419
4/4/2018	643	81st street	Missing green cart 9614014722	Delivered 9618022713
4/5/2018	2018	Grand ave	Missing blue 6414018033 and green 9614019327 carts	Delivered 6414001107 and 9614002221
4/5/2018	2245	Niagara ave	Picked up 6414013331 Needed a Larger cart	Delivered 9614012508 With a blue lid for refuse
4/9/2018	185	57th street	Repaired 9614004891	
4/9/2018	517	61st street	Picked up broken blue cart 6414008327	Delivered 6414001887
4/9/2018	628	61st street	Picked up broken blue cart 6414014307	Delivered 6414011157
4/9/2018	574	73rd street	Missing blue cart 6414018818	Delivered 6414001889
4/9/2018	231	77th street	Repaired 6414008211	
4/9/2018	1740	Ashland ave	Repaired 9614006798	
4/9/2018	1221	Brandi dr	Missing blue cart 6414018889	Delivered 6414001891
4/9/2018	2513	Falls street	Found both missing blue carts 6414017140 and 6414017141	
4/9/2018	1215	Garfield	Repaired 6414015687	
4/9/2018	2464	Grand ave	Found missing blue cart 6414006016	
4/9/2018	1714	Hyde Park Blvd	Missing green cart 9614012594	Delivered 9616022495
4/9/2018	734	Main street	Repaired 9614009627	
4/9/2018	661	Main street	Asked for 1 more green cart	Delivered 9616022496

4/9/2018	753	Pierce ave	Missing 1 blue cart	Delivered 6414003104
4/9/2018	1612	Walnut ave	Found missing carts 6414006860 and 9614002025	
4/10/2018	432	10th street	Missing 6414008568 and 6414007866 Foun missing green carts 9614007316 and 9614007504	Delivered 6414000424 and 6414008428
4/10/2018	426	79th street	Green cart fell into modern truck 9614013941	Delivered 9616022498
4/10/2018	459	79th street	Green cart fell into modern truck 9614013023	Delivered 9616022499
4/10/2018	227	79th street	Green cart fell into modern truck 9614012751	Delivered 9616022345
4/10/2018	555	80th street	Green cart fell into modern truck 9614014638	Delivered 9616022501
4/10/2018	691	80th street	Green cart fell into modern truck 9614014735	Delivered 9616022500
4/10/2018	9327	Buffalo ave	Picked up damaged blue cart 6414021041	Delivered 6414011156
4/10/2018	1347	Calumet	Picked up broken blue cart 6414009820	Delivered 6414001890
4/10/2018	2259	Michigan ave	Found missing blue cart 6414012481	
4/10/2018	2249	Niagara ave	Found missing blue cart 6414013330	
4/10/2018	1153	North ave	Missing 6414003998 only cart they had	Delivered 6414011160 and 9616022497
4/10/2018	2260	Pierce ave	Picked up blue cart 6414004236 Need larger cart	Delivered 9616022342 Green cart with Blue lid
4/10/2018	2456	Woodlawn ave	Repaired 9614022200	
4/11/2018	625	36th street	Blue cart broken picked up 6414017392	Delivered 6414000217
4/11/2018	7425	Buffalo ave	Missing Blue cart They have 6414022483	Delivered 6414004750
4/11/2018	2010	Hyde Park Blvd	Picked up broken green cart 9614005490	Delivered 9614021282
4/11/2018	2750	Independence	Missing Blue cart 6414004705 Fell into modern truck	Delivered 6414011188
4/11/2018	2435	Independence	Found missing blue and green carts 6414010698 and 9614019492	
4/11/2018	2760	Welch ave	Found missing green cart 9614002238	
4/12/2018	2908	Niagara ave	Missing 9614010864 and 6414013322	Delivered 6414019092 and 9614017771
4/12/2018	949	Ontario ave	Pick up 6414012239 and 6414001140 Not this address	Delivered 9614006239, 9614005082, 6414001517 and 6414011459
4/12/2018	1209	South ave	Picked up 6414009922 Broken	Delivered 6414012644
4/13/2018	612	20th street	Missing 9614021337	Delivered 9616022343
4/13/2018	517	61st street	Repaired 6414008327 wheel	
4/13/2018	569	66th street	Missing 6414006998	Delivered 6414002632
4/13/2018	1602	Pine ave	Missing 6414000242, 6414000244, 9614019285 and 9614019286	Delivered 6414009849, 6414002116, 9614021395 and 9616022344
4/16/2018	1057	101st street	Pick up 9614019072 Damaged	Delivered 9616022354 Green cart

			green cart with blue lid	with blue lid
4/16/2018	2898	22nd street	Missing 9614018971 and 6414004387	Delivered 6414023288 and 9616022347
4/16/2018	642	60th street	Found Green cart 9614002696 Repaired Blue cart 6414008303	
4/16/2018	517	61st street	Missing 6414008327	Delivered 6414001887
4/16/2018	450	73rd street	Missing 9614012318 Fell into modern truck	Delivered 9616022353
4/16/2018	5675	Frontier ave	Picked up 6414009306 Broken	Delivered 6414001008
4/16/2018	7516	Frontier ave	Missing 9614003303 Fell into modern truck	Delivered 9616022352
4/16/2018	2419	Grand ave	Picked up 6414002289 and 9614019325 Damaged by fire	Delivered 6414000895 and 9616022349
4/16/2018	2460	Grand ave	Missing 6414005734 and repaired 6414005732	Delivered 6414000894
4/16/2018	2749	Livingston ave	Missing 9614002536	Had 9614005026 that belongs to 2727 Livingston
4/16/2018	3011	Monroe ave	Missing 9614005558	Delivered 9616022350
4/16/2018	1516	Niagara street	Picked up 6414007487 broken	Delivered 6414000896
4/16/2018	3062	Orleans ave	Found missing cart 6414001278	
4/16/2018	2451	Pierce ave	Missing 6414011045 and 6414011046 Had no green carts	Delivered 6414000893, 6414000892, 9616022348 and 9618022754
4/16/2018	9211	St John	Missing 9614016135 Fell into modern truck	Delivered 9616022356
4/16/2018	1925	Welch ave	Missing 9614002322 and 9614002262	Delivered 9616022351 and 9616022346
4/17/2018	612	20th street	Missing blue cart 6414023606	Delivered 6414007480
4/17/2018	334	24th street	Found missing blue cart 6414017874	
4/17/2018	454	27th street	Missing green cart 9614002420	Delivered 9616022496
4/17/2018	442	79th street	Missing green cart into modern truck 9614013280	Delivered 9616022461
4/17/2018	222	79th street	Condemned house Picked up 6414020616 and 9614012747	
4/17/2018	703	81st street	Missing green cart 9614014769	Delivered 9616022460
4/17/2018	3333	B street	Missing green cart 9614002825	Delivered 9616022360
4/17/2018	5	B street	Missing green cart 9614005075	Delivered 9616022493
4/17/2018	8	C street	Did not have a recycle cart	Delivered 9616022361
4/17/2018	1749	Cudaback ave	Found missing blue cart	
4/17/2018	1713	Ferry ave	Found missing blue cart	
4/17/2018	407	Hyde Park Blvd	Missing green cart 9614009148	Delivered 9616022359
4/17/2018	1125	James ave	Found missing green cart 9614011473	
4/17/2018	3022	Livingston ave	Found missing blue cart 6414016668	
4/17/2018	924	Main street	Missing 2 blue carts and need 2 more green Day care	Delivered 6414011281, 6414011158, 9616022358 and 9616022357
4/17/2018	2728	Monroe ave	Found missing green cart 9614005296	
4/17/2018	1929	Niagara street	Missing blue cart 6414017035	Delivered 6414023663

4/17/2018	8503	Pershing ave	Found missing green cart 9614014195	
4/17/2018	2731	Welch ave	Found missing blue cart 6414015637	
4/17/2018	2260	Weston ave	Found missing blue cart	
4/17/2018	1537	Whitney ave	Missing blue cart 6414010586	Delivered 6414023633
4/17/2018	1732	Willow ave	Repaired blue cart 6414004878	
4/18/2018	8	B street	Repaired Broken wheel	
4/18/2018	2749	Livingston ave	Found missing green cart 9614002536	
4/19/2018	457	12th street	Missing blue cart 6414003127	Delivered 6414000939
4/19/2018	476	23rd street	Found missing green cart	
4/19/2018	2482	Forest ave	Found missing blue cart Missing green cart 9614022042	Delivered 9618022769
4/19/2018	4828	Lewiston rd	Picked up broken blue cart 6414016317	Delivered 6414003009
4/19/2018	3043	Livingston ave	Picked up green cart 9614005078 STOLEN	
4/19/2018	2249	Niagara ave	Found missing blue cart 6414013330	
4/19/2018	2401	Ontario ave	Missing green cart 9614009506	Delivered 9616022336
4/19/2018	1352	Ontario ave	Found missing green cart	
4/19/2018	1803	Pine ave	Never had carts	Delivered 6414001009, 6414000940 and 9618022599
4/19/2018	2809	Pine ave	Found missing green cart 9614018976	
4/19/2018	2503	Welch ave	Found missing carts	
4/20/2018	524	30th street	Repaired 9614005637 missing bar	
4/20/2018	205	56th street	Missing blue cart 6414004182	Delivered 6414003584
4/20/2018	330	75th street	Picked up blue cart 6414018635	Delivered green cart blue lid 9614018617
4/20/2018	979	Rankine	Picked up blue cart 6414016200 Hole in cart	Delivered 6414000527
4/20/2018	1617	Walnut ave	Missing blue cart 6414004979	Delivered 6414001136
4/23/2018	625	4th street	Found missing blue cart 6414008869	
4/23/2018	2240	Forest ave	Found missing blue cart 6414002396	
4/23/2018	3008	Monroe ave	Missing green cart fell into modern truck 9614005125	Delivered 9614001938
4/23/2018	2231	Ontario ave	Repaired blue cart 6414012851 Broken	
4/24/2018	2203	Lasalle ave	Missing 1 blue cart and 1 green cart 6414011114 and 9614021924 but had a blue cart someone painted a different address on it 6414010754	Delivered 6414011159
4/24/2018	2620	Welch ave	Missing green cart 9614003900 but have 2 green carts did not deliver any	
4/27/2018	1501	100th street	Repaired broken blue cart 6414018871	
4/27/2018	2008	16th street	Missing green cart 9614000432	Delivered 9616022385
4/27/2018	429	18th street	Missing 2 blue carts 6414003578	Delivered 6414022511 and

			and 6414006824	6414000885
4/27/2018	808	29th street	Found missing blue cart 6414006009	
4/27/2018	153	57th street	Picked up damaged blue cart 6414014701	Delivered 6414011226
4/27/2018	158	73rd street	Green cart fell into modern truck 9614003029	Delivered 9616022386
4/27/2018	516	73rd street	Picked up damaged blue cart 6414018754	delivered 6414011227
4/27/2018	7405	Buffalo ave	missing 2 blue carts 6414022485 and 6414022483 but have 3 blue carts	Delivered 6414000999 but have stolen cart 6414021810
4/27/2018	8028	Buffalo ave	Picked up blue cart 6414003388 hole in it	Delivered 6414001196
4/27/2018	1346	Cleveland ave	Missing blue cart 6414011694	Delivered 6414011225
4/27/2018	2247	Cleveland ave	Repaired blue cart 6414011462 wheel	
4/27/2018	2503	Ferry ave	Missing green cart 9614019413	Delivered 9616022389
4/27/2018	2208	Lasalle ave	Have no carts	Delivered 6414011229 and 9616022392
4/27/2018	1302	Niagara ave	Picked up blue cart 6414007140 broken	Delivered 6414011228
4/27/2018	2714	Niagara street	Missing green cart 9614000982	Delivered 9616022391
4/27/2018	2619	Niagara street	Found missing green cart	
4/27/2018	1710 / 1712	Pine ave	Picked up 6 broken blue carts 6414003746, 6414000781, 6414009061, 6414003744, 6414000782 and 6414009060	Delivered 6414000901, 6414000901, 6414004114, 6414003028, 6414018785 and 6414003027
4/27/2018	2957	Porter rd	Repaired blue cart 6414010994 wheel	
4/27/2018	2244	Willow ave	Found missing blue and green carts 6414012550 and 9614015235	

APPENDIX “K”
PREVAILING WAGE SCHEDULE



Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

City of Niagara Falls

Douglas Janese, Purchasing Agent
745 Main Street
Room 214
Niagara Falls NY 14301

Schedule Year 2018
Date Requested 07/05/2018
PRC# 2018900793

Location Various within the City
Project ID# DRFP2018-20
Occupation Type(s) Trash and Refuse Removal

PREVAILING WAGE SCHEDULE FOR ARTICLE 9 PUBLIC WORK PROJECT

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

The Schedule is effective from July 2018 through June 2019. All updates or corrections, are posted on the 1st business day of each month. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website, www.labor.ny.gov. Future copies of the annual determination are also available on the Department's website.

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

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

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

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

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

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

Introduction

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

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

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

Responsibilities of the Public Agency

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

The Public Agency responsible for preparing the specifications for a building service contract must file a statement identifying the types of employees and work to be performed with the New York State Commissioner of Labor, or other fiscal officer (NOTE: The New York State Commissioner of Labor is the fiscal officer on all building service contracts except for those performed by or on behalf of a city, in which case the fiscal officer is the comptroller or other analogous officer of the city).

A separate filing is required for every building service contract. Only one filing is required for each contract, regardless of the duration of the contract. To file with the Commissioner of Labor, the Public Agency MUST submit a Request for Wage and Supplement Information" form (PW 39) to the Bureau of Public Work, either online, by fax, or by mail.

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

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

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

Hours

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

Wages and Supplements

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

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

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

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

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

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the project's date of completion. Additionally, as per Article 6 of the Labor Law, contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemporaneous, true, and accurate payroll records. At a minimum, payrolls must show the following information for each person employed on a public work project: Name; Address, Last 4 Digits of Social Security number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification. Payroll records and transcripts are required to be kept on site during all the time that work under that contract is being performed.

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

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

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

Withholding of Payments

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

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

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

Summary of Notice Posting Requirements

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

Apprentices

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

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

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

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

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

Interest and Penalties

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

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

Debarment

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

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

Criminal Sanctions

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

Discrimination

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

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

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

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

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

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

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

Workers' Compensation

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

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

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

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

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

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

Unemployment Insurance

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



Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

City of Niagara Falls

Douglas Janese, Purchasing Agent
745 Main Street
Room 214
Niagara Falls NY 14301

Schedule Year 2018
Date Requested 07/05/2018
PRC# 2018900793

Location Various within the City
Project ID# DRFP2018-20
Occupation Type(s) Trash and Refuse Removal

Notice of Contract Award

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

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

Contractor Information

All information must be supplied

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

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



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

IMPORTANT NOTICE

Regarding Article 9 Building Service Contract Schedules

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

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

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

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

This is a change to our prior notice.

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

Introduction to the Prevailing Rate Schedule

Introduction

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

Requesting a Wage Schedule

For every building service contract, the public agency must file a statement identifying the types of employees and work to be performed by submitting a Request for Wage and Supplement Information form (PW 39) to the Bureau of Public Work, either online, by fax, or by mail.

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

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

Hours

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

Wages and Supplements

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

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

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

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

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

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the projects date of completion. Additionally, as per Article 6 of the Labor Law, contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemporaneous, true, and accurate payroll records.

At a minimum, payrolls must show the following information for each person employed on a public work project: Name; Address, Last 4 Digits of Social Security number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification.

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

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

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

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

OR

Contact the nearest BUREAU of PUBLIC WORK District Office

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-932-2419	212-775-3579
Bureau of Public Work - Patchogue	631-687-4882	631-687-4902
Bureau of Public Work - Rochester	585-258-4505	585-258-4708
Bureau of Public Work - Syracuse	315-428-4056	315-428-4671
Bureau of Public Work - Utica	315-793-2314	315-793-2514
Bureau of Public Work - White Plains	914-997-9507	914-997-9523
Bureau of Public Work - Central Office	518-457-5589	518-485-1870

Niagara County Article 9

Trash and Refuse Removal

07/01/2018

JOB DESCRIPTION Trash and Refuse Removal

DISTRICT 10

ENTIRE COUNTIES

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

WAGES

Per Hour:

07/01/2018

Trash, Recycling,
Roll-Off and
Brush Drivers

\$ 15.50

Thrower Helper

\$ 11.50

IMPORTANT INFORMATION:

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

SUPPLEMENTAL BENEFITS

Per Hour:

07/01/2018

Single
Employee and Child
Employee and Spouse
Family

\$4.11*
7.78*
8.38*
12.07*

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

Vacation pay:

After one year of service: 5 days per year
After four years of service: 10 days per year
After nine years of service: 15 days per year

4 Personal days after 90 days of service.

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

OVERTIME PAY

See (B, B2, K) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

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

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

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

10-317

Trash and Refuse Removal

07/01/2018

JOB DESCRIPTION Trash and Refuse Removal

DISTRICT 10

ENTIRE COUNTIES

Allegany, Cattaraugus, Chautauqua, Erie, Niagara

WAGES

For use with Transfer Station Operation.

Per hour:	07/01/2018
Indus. Truck Driver/Tractor Operator	\$ 20.58
Laborer/ non-construction	\$ 15.20
Conveyor operators and tenders	\$ 20.04
Weighers/Measurers	\$ 12.66

IMPORTANT INFORMATION:

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

SUPPLEMENTAL BENEFITS

Per hour: \$ 2.00

OVERTIME PAY

See (B, B2) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

Overtime Codes

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

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

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

- (S1) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- (T) Triple the hourly rate for Holidays, if worked
- (U) Four times the hourly rate for Holidays, if worked
- (V) Including benefits at SAME PREMIUM as shown for overtime
- (W) Time and one half for benefits on all overtime hours.
- (X) Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)

Holiday Codes

PAID Holidays:

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

OVERTIME Holiday Pay:

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

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

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



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

REQUEST FOR WAGE AND SUPPLEMENT INFORMATION

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

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

This Form Must Be Typed

Submitted By:

(Check Only One)

☐

Contracting Agency

☐

Architect or Engineering Firm

☐

Public Work District Office

Date:

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

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

Telephone: ()

Fax: ()

E-Mail:

2. NY State Units (see Item 5)

☐ 01 DOT

☐ 02 OGS

☐ 03 Dormitory Authority

☐ 04 State University
Construction Fund

☐ 05 Mental Hygiene
Facilities Corp.

☐ 06 OTHER N.Y. STATE UNIT

☐ 07 City

☐ 08 Local School District

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

☐ 10 Village

☐ 11 Town

☐ 12 County

☐ 13 Other Non-N.Y. State
(Describe)

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

Telephone:()

Fax: ()

E-Mail:

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

☐ New Schedule of Wages and Supplements.

APPROXIMATE BID DATE :

☐ Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR
THIS PROJECT :

OFFICE USE ONLY

B. PROJECT PARTICULARS

5. Project Title _____

Description of Work _____

Contract Identification Number _____

Note: For NYS units, the OSC Contract No. _____

6. Location of Project:
Location on Site _____

Route No/Street Address _____

Village or City _____

Town _____

County _____

7. Nature of Project - Check One:

- ☐ 1. New Building
- ☐ 2. Addition to Existing Structure
- ☐ 3. Heavy and Highway Construction (New and Repair)
- ☐ 4. New Sewer or Waterline
- ☐ 5. Other New Construction (Explain)
- ☐ 6. Other Reconstruction, Maintenance, Repair or Alteration
- ☐ 7. Demolition
- ☐ 8. Building Service Contract

8. OCCUPATION FOR PROJECT :

- ☐ Construction (Building, Heavy Highway/Sewer/Water)
- ☐ Tunnel
- ☐ Residential
- ☐ Landscape Maintenance
- ☐ Elevator maintenance
- ☐ Exterminators, Fumigators
- ☐ Fire Safety Director, NYC Only
- ☐ Guards, Watchmen
- ☐ Janitors, Porters, Cleaners, Elevator Operators
- ☐ Moving furniture and equipment
- ☐ Trash and refuse removal
- ☐ Window cleaners
- ☐ Other (Describe)

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

YES ☐ NO ☐

10. Name and Title of Requester

Signature



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

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

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

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

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

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

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

Article 9

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL	*****5530	CFM SERVICE CORPORATION INC		P O BOX 548 225 MONTAUK HWY/SUITE 219MORICHES NY 11955	11/28/2012	04/15/2021
DOL	DOL		JOSEPH KLEINPETER	CFM SERVICE CORPORATIO N INC	P O BOX 548 225 MONTAUK HWY/SUITE 219MORICHES NY 11955	11/28/2012	04/15/2021
DOL	NYC		ROBERT SARDINA		C/O TRAFFIC MOVING SYSTEM 66 ALEXANDER STREETYONKERS NY 10701	03/31/2015	03/31/2020
DOL	NYC	*****2049	TRAFFIC MOVING SYSTEMS INC		66 ALEXANDER STREET YONKERS NY 10701	03/31/2015	03/31/2020