

**THE CITY OF NEW YORK
DEPARTMENT OF SANITATION**

**REQUEST FOR PROPOSALS FOR CITY OF NEW YORK
OFFICIAL REFUSE AND RECYCLING BINS**

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SECTION I – DIRECTIONS FOR SUBMITTING PROPOSALS

1. Summary of the Concession

The Concessionaire shall mass produce standardized, official NYC Waste Bins for all 1–9-unit residential properties in New York City as part of the plan to get trash bags off the streets.

2. Time and Place for the Receipt of Proposals

The Department of Sanitation (“DSNY” or “the Department”) will receive all sealed proposals on or before the date and time given below:

Date: Monday, November 27, 2023, 12:00 PM EST.

3. Virtual Pre-Proposal Conference: Tuesday, October 31, 2023 at 2:00 PM EST

- a. Nothing stated at the pre-proposal conference will change the terms or conditions of the Request for Proposals, unless DSNY makes a change by written addendum.
- b. Attendance is optional.

Meeting link:

<https://departmentofsanitationnewyork.my.webex.com/departmentofsanitationnewyork.my/j.php?MTID=ma911028fba0613b0997f785d18d427bf>

Meeting number: 2631 956 1920 Password: 12345

Join by video system Dial 26319561920@webex.com

You can also dial 173.243.2.68 and enter your meeting number. Join by phone +1-408-418-9388 United States Toll Access code: 2631 956 1920

4. Site visit: DSNY will not provide any site visits.

5. Last day of questions: Friday, November 24, 2023.

6. Agency Contact Person

Prospective Proposers should address any questions or correspondence relating to this Request for Proposals to:

Francesca Haass

125 Worth Street

New York, NY 10013

Email: FHaass@dsny.nyc.gov

7. Agency Chief Contracting Officer

Kirk Eng, ACCO

44 Beaver Street, Room 403

New York, NY 10004

Email: KiEng@dsny.nyc.gov

SECTION II – SUMMARY OF THE REQUEST FOR PROPOSALS

1. Purpose of the RFP

The Department of Sanitation (“The Department”) is seeking to take the fight to the rats, reduce odors, reclaim our street space, and get trash bags off the street once and for all. As a component of that plan, DSNY plans to implement a requirement that all New York City residential properties with nine (9) or fewer units place their putrescible solid waste out for collection in containers with tight fitting lids by a date to be determined, and do so exclusively in City-approved bins (“NYC Waste Bins”) by a point in time approximately two years following the initial mandate, in line with waste management best practices found around the world. The bins will be available to New Yorkers at a substantial discount over existing retail prices. While metal, glass, plastic, and paper recycling will not require bins, any resident seeking to use a bin for these streams must also use a city-approved bin.

NYC Waste Bins will be produced and distributed by a sole concessionaire to be awarded by The Department and must be available for purchase no later than six months following the start of the concession and through the duration of the concession thereafter. New York City residents will be responsible for purchasing the bins directly from the Concessionaire. In many cities around the world, bins are provided at no charge, but residents pay for trash collection; in New York City, trash collection is free; as such, there will be a cost for the bins, but they will be vastly cheaper than similar retail products. To that end, the Department is putting forward a concession for the manufacture, sale, and distribution of NYC Waste Bins to residents.

The Department’s goals are to (1) improve the overall cleanliness of New York City neighborhoods by reducing the bags of waste placed directly on the street, bringing New York City in line with standard best sanitation practices of other major cities; (2) mitigate rodents by cutting off their access to common food sources; (3) relieve pedestrian obstruction caused by daily trash piles; (4) standardize bins so that they may be mechanically collected by Department collection truck; (5) elevate the visual impact to residential streets by ensuring consistency of bin design; and (6) allow for multiple sizing options to accommodate the different needs of residential properties.

The concession resulting from this solicitation will be in the form of goods provided directly to New York City residents, or indirectly through a third-party retailer, by the Concessionaire. The Department will grant to the Concessionaire the right to (1) market the NYC Waste Bin and (2) use the New York City seal (the “Licensed Property”) on the bin, on a website, and for purposes of marketing the bin as approved by the Department.

All residential properties with nine (9) or fewer units will be required to use official NYC Waste Bins within a timeframe to be determined at the discretion of The Department, pursuant to the Department’s administrative rulemaking authority. All residential properties containing between ten (10) and twenty (20) units will have the option to use official NYC Waste Bins.

Proposals may be submitted by a single entity or a prime organization working with one or more sub-concessionaires or sub-licensees.

2. Concession Term

The Department is seeking a concessionaire for one (1) ten-year term, commencing upon the Department's issuance of a notice to proceed, with two (2) five-year options to renew, exercisable at The Department's sole discretion. The Contract is expected to begin on March 1, 2024, and expire February 28, 2034, unless renewal options exercised by The Department or terminated earlier by The Department as provided in the Contract.

3. Anticipated Payment Structure

No funds will be provided by New York City for the Program provided by the Concessionaire. It is anticipated that compensation to the Concessionaire will take the form of direct purchases by residents to the Concessionaire and wholesale purchases by retailers. The Concessionaire is not expected to revenue share with The Department. In lieu of direct compensation to the Department of Sanitation, the Concessionaire will provide bins directly to New York City residents at a discount over current retail prices for comparable products. The Concessionaire will offset operational costs typically incurred by The Department by offering a direct ordering website, help line, and direct delivery. The benefit to The Department is in the form of an accessible, affordable, uniform, and viable low-density residential containerization that allows for the efficient and mechanized collection of refuse and recycling by The Department.

4. Level of Service

As part of the selected Respondent's ongoing responsibilities for the Program, at a minimum, The Department expects the selected Respondent to focus on the following initiatives throughout the term of the Contract:

- Manufacture individual refuse bins for all residential properties with 9 or fewer units, and individual recycling bins for a percentage of residential properties, over a phased two-year Citywide rollout period – approximately 3.2 million bins in total – with the first delivery milestone on 6 months following the start of the Concession.
- Produce sufficient receptacles to accommodate an anticipated 10% annual replacement over time to residents seeking new bins for the duration of the Concession term.
- Produce sufficient receptacles to accommodate demand for individual refuse bins from 10-20-unit residential properties – approximately 70,600 refuse bins, 28,000 MGP bins, 28,000 paper and cardboard bins, and 28,000 organics bins – at any point following Milestone 2 with 6 months prior written notice from the Department.
- Sell and deliver bins directly to residents using both an online portal and a Customer Assistance toll-free Helpline; a brick-and-mortar retail option is encouraged by the Department but not required.

SECTION III – SCOPE OF SERVICES

1. Timetable

The Program will be implemented by the Department in a phased rollout to occur over the span of two (2) years.

The initial Citywide distribution of the NYC Waste Bin will begin no later than 6 months following the start of the concession. All of the following Program components shall be in place no later than 5 months following the start of the concession: (1) production of all bins required in the first phase of implementation; (2) production schedule for the remaining full number of containers; (3) an online sales portal with systems infrastructure to support financial transactions, data privacy, and delivery address validation; (4) a toll-free Helpline where residents can order bins; and (5) a distribution mechanism to deliver bins to residents in a timely manner. The period commencing on “Milestone 1” and continuing through “Milestone 2” – the first 6 month of sales – is referred to in this document as the “Initial Bin Distribution Period.”

The Department reserves the right to delay the Initial Bin Distribution Period by up to six (6) months if a written statement is provided to the Concessionaire.

| Phased Rollout | | |
|---------------------------------|-------------------|---|
| Milestone | Borough(s) | Delivery Date |
| Milestone 1 | Citywide | 6 months after Concession start date |
| Initial Bin Distribution Period | <i>Citywide</i> | <i>Milestone 1 – Milestone 2</i> |
| Milestone 2 | Citywide | 6 months after Milestone 1 |
| Milestone 3 | Citywide | 6 months after Milestone 2 |
| Milestone 4 | Citywide | 1 year after Milestone 3 |
| <i>Milestone X</i> | <i>Citywide</i> | <i>Milestone X time is to be determined at the Department’s sole discretion with 6 months prior written notice to the Concessionaire, and only after Milestone 2.</i> |

2. Requirements

Proposals must meet the following minimum requirements to be considered responsive:

A. **Manufacturer Requirements**

- i. Respondent must have the necessary experience and capacity to undertake its proposed NYC Waste Bin plan. At a minimum, the Respondent shall have least five (5) consecutive years of experience manufacturing outdoor waste bins with aggregate sales greater than \$10 million. If the Respondent is a newly formed entity, it must demonstrate that one of the owners with a minimum of a 51% stake in the entity satisfies the experience requirement.
- ii. Respondent must have the ability to finance and undertake the monetary commitments required to successfully develop, construct, and operate the proposed NYC Waste Bin Plan. This means that the sum of Respondent's (1) existing capital; (2) cash flow from existing operations; and (3) access to credit or equity from external sources must be greater than the proposed investment in the concession.
- iii. The Department is only permitted to award concessions to responsible proposers. The Department will perform a responsibility check, which will include, but not be limited to, an investigation regarding whether the Respondent has any pending, active, or previous legal actions against it.

B. **Program Requirements**

- i. The Concessionaire shall mass manufacture outdoor waste bins for deployment across all 1–9-unit residential properties in New York City.
- ii. Bins shall be made for four waste streams: refuse; mixed paper recycling; metal, glass, plastic recycling; and organics.
- iii. The Concessionaire must meet the production targets defined below for each waste stream, on the following phased delivery schedule:

| Phased Rollout | Production Total | | | | |
|--------------------|------------------|---------------|---------------|---------------|----------------|
| | Refuse | MGP | Paper | Organics | All Streams |
| Milestone 1 | 465,000 | 93,000 | 93,000 | 19,500 | 670,500 |
| Milestone 2 | 93,000 | 93,000 | 93,000 | 19,500 | 298,500 |
| Milestone 3 | 93,000 | 93,000 | 93,000 | 19,500 | 298,500 |
| Milestone 4 | 279,000 | 651,000 | 651,000 | 331,500 | 1,912,500 |
| <i>Milestone X</i> | <i>70,614</i> | <i>28,246</i> | <i>28,246</i> | <i>28,246</i> | <i>155,351</i> |
| Subtotal | 930,000 | 930,000 | 930,000 | 390,000 | 3,180,000 |

- iv. Bins shall be made exclusively in three capacities (Sizes “A,” “B”, and “C”) in the approximate proportion of overall production targets provided by DSNY. The Department has the exclusive right to activate a fourth size (“Size D”) for Refuse, MGP, and/or Mixed Paper, so long as six (6) months’ notice is provided to the Concessionaire in writing prior to expected bin delivery.

| Size | Gallons | Refuse | MGP | Mixed Paper | Organics |
|--------|---------|--------|-----|-------------|----------|
| Size A | 20-25 | - | - | - | 100% |
| Size B | 30-35 | 20% | 20% | 20% | - |
| Size C | 45-50 | 80% | 80% | 80% | - |
| Size D | 60-65 | - | - | - | - |

- v. The Concessionaire will be responsible for the collection of payment for receptacles.
- vi. The Concessionaire is expected to provide weekly updates of all sales and distribution numbers to The Department during Initial Bin Distribution Period for all zones, and monthly reports thereafter for the duration of the concession. Reports must include the total unsold inventory on-hand, number of direct sales overall, number of bins sold directly (by material stream, size, and number of household units), total deliveries, total wholesales to distributors (by retailer location, bin size, and material stream), and any new inventory requests from retailers.
- vii. The Concessionaire is responsible for all storage of the bins until they are distributed directly to residents or to a retailer. The Concessionaire is responsible for all transportation and delivery.
- viii. The Concessionaire will host, develop, and maintain a website specifically for this Program to allow NYC Residents to purchase NYC Waste Bins, and link to The Department’s website and other sites, to be determined in writing by The Department, to obtain additional information on The Department’s bin regulations and requirements. The website should contain, but not be limited to, the following information and services:
- A user interface design to be agreed to in writing by The Department;
 - Address validation;
 - Payment processor;

- d. A list of participating retailers, with appropriate search engine, to locate retailers by zip code;
 - e. Links to the Department of Sanitation's website;
 - f. Capability of receiving inquiries, complains and information requests; and
 - g. Answers to Frequently Asked Questions ("FAQ").
- ix. The Concessionaire will maintain the website and fulfill bin orders for NYC residents for the entire duration of the concession agreement.
- x. The Department anticipates that the City will have copyright ownership of a) all copyrightable elements of the website, b) promotional material, and c) all forms of media developed for the program. The Concessionaire will be expected to indemnify the City against any claim that the documents, data, website elements, design, and other materials produced pursuant to the concession infringe upon the copyright, patent, trademark, or other proprietary right of any third party. Co-branding of promotional materials, the website, and the NYC Waste Bins will be permitted only with the Department's written permission.
- xi. The Concessionaire will provide human translation of the online ordering portal in all nine (9) Local Law 30 languages: Spanish, Chinese, Russian, Bengali, Haitian, Arabic, Urdu, French, and Polish; additional languages must be offered through machine translation.
- xii. The Concessionaire will provide and staff a six (6) day per week, twelve (12) hours per day, Customer Assistance toll-free Helpline to assist Program users with the Program during the entire Concession period. Residents must be able to order a bin through this help line. This Concessionaire will have bi-lingual Spanish/English staff and other language translation capabilities as necessary. The Concessionaire will also have the capability to serve the hearing impaired.
- xiii. The Concessionaire is encouraged but not required to establish a brick-and-mortar sales presence – either direct or through a third-party retailer – in all five boroughs during the Initial Bin Rollout Period.
- xiv. The Concessionaire will establish a formal dispute and complaint process to be managed by the Concessionaire's Customer Assistance toll-free helpline.
- xv. The Concessionaire will safeguard the confidentiality of information obtained about residents purchasing bins through the website. It is understood that no commercial use shall be made of the names, addresses, or other information concerning website users except for the purposes of the concession.

C. Purchase, Delivery, and Distribution Requirements

- i. The Concessionaire shall make available for purchase both via the online ordering portal and the help line the start of the Initial Bin Distribution Period.
- ii. The Concessionaire shall deliver bins purchased directly by Residents within a twenty (20) day window to commence at either the point of order or the start of the Initial Bin Distribution Period if the order is placed prior to the window.
- iii. All items delivered shall arrive fully assembled and in good order.
- iv. The NYC Waste Bin retail prices – both direct sales and any sales through third-party retail locations – cannot exceed the pricing provided here. They reflect an approximate 10% discount off the lowest available retail price of comparable bins. These prices must be inclusive of the proposer’s entire operating costs, as there will be no additional reimbursement or expenses from the Department.

| Bin Size (gallon) | Maximum Price |
|-------------------|---------------|
| 20-25 | \$45.00 |
| 30-35 | \$50.00 |
| 45-50 | \$70.00 |
| 60-65 | \$80.00 |

- v. Bins must be constructed for a minimum useful life of 10 years under normal conditions with expected wear and tear.

D. Design Requirements

i. Baseline Construction:

- a. All receptacles must meet the American National Standards Institute (“ANSI”) Type B Container specifications (ANSI Z245.60 – 2008). Requirements for all bins include, but are not limited to:
 - i. All receptacles must have two (2) wheels.
 - ii. Receptacles must be manufactured to be compatible with mechanical cycling by a “bar-lock” lifter.
 - iii. Receptacles shall be designed and manufactured in accordance with dimensional requirements enumerated in the ANSI specifications.
 - iv. Receptacles must meet safety standards enumerated in ANSI Z245.30-2008.

ii. Additional Construction and Materials Requirements

- a. All receptacles shall be made from lightweight durable plastic.
- b. All receptacles over 40 gallons in capacity must have handle(s) – the design of which should be submitted by Respondents – that can be used by residents to carry bins more easily and for DSNY Sanitation Workers to service bins manually.
 - i. Bin handle placement must not substantially interfere with bin stacking at all sizes.
 - ii. “Handles” can be either separate attachable parts or handgrips integrated into the mold of the bin.
- c. Rotation molded bins are preferred over injection molded.
- d. The Department seeks bins that are lightweight, with a target total weight of 0.4 pounds per gallon for bins greater than 40 gallons. Additional lightweighting of bins is encouraged but not required.
- e. The refuse and organics receptacles must have hinged lids with a secure latching mechanism.
- f. Bin lids should be able to connect to bins during the dumping process so that their movement is sufficiently restricted to prevent any potential harm to a person manually dumping the bin.
- g. All materials and finishes should be anti-graffiti. Paint, permanent markers, and stickers shall be easy to remove by power washing.
- h. Respondents should demonstrate any steps taken to add rodent-resistant materials and/or bin design.

iii. Color and Graphics

- a. Concessionaires will be required to manufacture receptacle lids and/or bodies using the following standard colors for each waste stream: black or grey bins for refuse; blue bins for metal, glass, and plastic recycling; green bins for mixed paper recycling; and brown bins for organic recycling. Specific color tones for each stream are at the sole discretion of The Department.
- b. The receptacle shall include graphics and messaging as directed by The Department, applied by hot stamp, stickering, or in-mold label.
- c. The Department reserves the right to change color, material finish, and graphics at a later date, with 3-month prior written notice from The Department.
- d. All receptacles must include a serial number.

E. Other Requirements

i. Design Changes

- a. The Department reserves the sole right to make additional changes to the bin design and construction during the Concession period. The Concessionaire may submit a change to the unit price to reflect fair and reasonable changes to actual production or delivery costs when a substantial change is made.

ii. Price Adjustments

- a. A price increase may be requested by the Concessionaire three (3) months after the start of the Contract term. Thereafter, price increases may be requested three (3) months after the date of the previous request.
- b. Price adjustment requests must be submitted to DSNY in writing. DSNY will respond to any price adjustment requests within thirty (30) days. The request must be addressed to the Agency Chief Contracting Officer.
- c. The documentation on price increases must substantiate the change in price. Acceptable documentation to be provided, at a minimum, includes (1) Manufacturer notice of price increase, (2) Changes in the producer price index, (3) Changes in the cost of average price of comparable products sold at locations similar to the Concessionaire's own products in terms of quality, size, materials, and component parts, or (4) Changes to unit price resulting from substantial design changes by the Department.
- d. No price change will become effective unless approved by the Agency Chief Contracting Officer, or their designee.

iii. Data Security

- a. All third-party service providers must comply with all Citywide Information Security Policies and Standards, as defined by the New York City Office of Technology and Innovation ("OTI").

iv. Replacement

- a. Residents will be responsible for bin replacement as the result of normal wear and tear after the length of the existing offered commercial warranty.

SECTION IV – PROPOSAL SUBMISSION INSTRUCTIONS

The Department is requiring proposers to submit an electronic proposal. All proposals must be submitted before the due date and time.

The following information should be printed on the cover page of the proposal:

Proposer's Name and Address

Solicitation #: R104-R-2023

Proposal Due Date: Monday, November 27, 2023 at 12:00 PM EST

The proposal should be e-mailed to Kirk Eng at KiEng@dsny.nyc.gov.

Proposers should give specific attention to the identification of those portions of their proposals that they deem to be confidential proprietary information or trade secrets and provide any justification why such materials, upon request, should not be disclosed by the City. Such information must be easily separable from the non-confidential sections of the proposal.

Proposers should contact The Department prior to submission of proposals to verify that all amendments issued have been received. Proposers must submit the Acknowledgement of Amendments with their proposals.

Proposers must submit a completed Doing Business Data Form (Attachment E) with their proposals.

All proposers are required to submit as a proposal deposit a certified bank check, official bank check, money order, or cashier's check in the amount of Twenty Thousand Dollars (\$20,000.00) with the proposal (payable to The NYC Department of Sanitation). Personal or business checks will not be accepted. The check or money order must be sent to the office of Kirk Eng, via mail/UPS/FedEX (or other related delivery service) and be postmarked no later than the due date of the proposal.

In the event of the failure of a successful proposer to execute a concession agreement in accordance with the terms of its proposal, the deposit shall be retained by the City unless the proposal has been permitted to be withdrawn. Proposal deposits will be returned to unsuccessful proposers after the concession agreement is signed with the successful proposer.

All proposers must submit a copy of the check or money order within your proposal. A copy of the postal receipt should be included in the proposal as well. The Department will not be able to verify missing checks without this information.

If we cannot make this verification, we will consider it non-responsive.

SECTION V – PROPOSAL SUBMISSION REQUIREMENTS

Each proposal submitted must meet the following requirements. Failure to comply will result in the automatic disqualification of a submission from further consideration.

1. A filled-out checklist (the form is included in the back of this RFP) as the cover page of the proposal.
2. Bin Pricing and Costs
 - The bin pricing should state the unit price each proposer is prepared to charge residents for a single bin in each size required by this agreement, inclusive of both product and delivery.
 - The Department expects that bin pricing will be below or at the limits set in Section III.B of this document. Responses with prices that exceed these limits will be considered; however, proposers must submit a thorough justification for any price that exceeds these limits, and these responses will be subject to a scoring penalty in the Bin Pricing score.
 - Proposers should include a comprehensive pro-forma income and expense projection for each year of operation. This pro-forma projection should include explanations for all the assumptions used in its formulation.
3. Ordering and Delivery Operations
 - Proposers should submit a detailed operational plan for the development of an online ordering portal, including but not limited to web design renderings, payment systems, address verification, customer data security, and other requirements specified in Section III.B. Operational plans should include any additional subcontractors or staff positions that will be hired to demonstrate sophistication of web development.
 - Proposers should submit a detailed operational plan for the development of a customer service, including but not limited to intended hours of operation, staffing plans, translation services and other requirements Section III.B.
 - Proposers should submit a detailed operational plan for the distribution of bins to residents, according to the requirements defined in Section III.B, including any additional delivery subcontractors.
4. Design and Construction
 - Proposers should submit detailed designs of the bin exterior, including dimensions, weight, photographs, graphics capabilities, and renderings reflecting the requirements described in Section III.B.
 - Design proposals should clearly outline the projected costs and timeline increases associated with any additional improvements not specifically required by this concession.
 - Proposers should submit intended materials, specifications, intended construction methodology, and processes.
 - The Department will view favorably proposals that include “rat-resistance” design elements and encourages the use of highly durable light-weight materials.

5. Execution and Timeline

- Proposers should provide documentation demonstrating their current production volume and available capacity to meet the stated demands in this Concession give current business. Please include current manufacturing facilities by square footage.
- Provide an example(s) of a case where you have produced bins at scale and/or through your manufacturing capacity you can meet the volume required in this Concession.
- Proposers should provide evidence of their manufacturing quality assurance and reliability.
- Proposers should submit a detailed operational timeline for the design, development, manufacturing, order, and delivery of bins. This timeline should demonstrate that the proposers can realistically meet the milestones listed in this document. If the proposers cannot meet the milestones listed in this document, proposers should submit a detailed justification for extended time needs, and these responses will be subject to a scoring penalty in the section score.

6. Operational Experience and Financial Capability

- Proposers should submit a resume or detailed description of the proposer's professional qualifications, demonstrating extensive experience in the industry, including any work with City agencies, and/or access to individuals and/or firms with such expertise. Include the names and addresses of all corporate officers of the entity submitting the proposal. If any principal owner and/or officer of the submitting entity is currently or has been a principal officer of another entity or entities within the last five (5) years, that entity or entities (including applicable tax identification numbers) should be identified as well.
- Proposers should attach a list of at least three (3) recent relevant references, with whom the proposer has previously worked and/or who can describe such matters as the proposer's financial, operational and construction capability. One of the three references should be from a financial institution that has extended credit to the proposer. Include the name of the reference entity, a description of the nature of the listed reference's experience with the proposer and the name, title, address, and telephone number of a contact person at the reference entity.
- Proposers should include a financial statement or statements prepared in accordance with standard accounting procedures. Financial statements should include, but are not limited to, annual income and net worth (assets and liabilities), including a breakdown of liquid and non-liquid assets. Proposers should include supporting documentation of their financial worth, including but not limited to Certified Financial Statements, Balance Sheets and Income Statements and tax returns from the past three (3) years (corporate and/or personal).

SECTION VI – PROPOSAL EVALUATION AND CONCESSION AWARD PROCESS

Proposals will be reviewed and evaluated by a committee (the “Evaluation Committee”) consisting of Department employees, in accordance with procedures established by the Franchise and Concession Review Committee (“FCRC”). The concession will be awarded to the proposer whose submission the selection committee judges best overall based on these criteria.

1. Evaluation Criteria

In evaluating proposals, the Department will use the following criteria:

- Bin Pricing (20%)
- Order and Delivery Operations (20%)
- Design and Construction (30%)
- Timeline to Implementation (20%)
- Operating Experience and Financial Capability (10%)

2. Evaluation Procedures

The Department will only consider proposals that meet satisfactory levels of the above criteria. The Department is not required to accept the proposal that includes the lowest bin prices to be paid by Program users. The Department’s acceptance of a proposal does not imply that every element of that proposal has been accepted.

The Department cannot consider any proposal that does not comply with the Submission Requirements section of this RFP. Proposals that do not meet these requirements may be deemed non-responsive and will not be evaluated. The Department will not consider any proposal received after the time and date set for the receipt of proposals. Although discussions may be conducted with proposers submitting acceptable proposals, award may be made without any discussions.

The evaluation committee members will include:

- Francesca Haass; Executive Director, Policy & Planning, DSNY
- Rich Perrotta; Deputy Chief, Collection Operations, DSNY
- James Sowell; Executive Director, Budget Management and Planning, DSNY
- Will Harris; Director, Audit and Compliance, Bureau of Commercial Waste, DSNY

3. Appeals Process

Respondents may appeal a determination of non-responsiveness, which must be made pursuant to Section 1-06(f) of the Concession Rules.

4. Other General Concession Requirements and Conditions

The Department reserves the right to postpone or cancel this RFP or reject all proposals, if in its judgment it deems it to be in the best interest of the City of New York to do so. Concession award is subject to completion of PASSPort questionnaires and review of that information by the NYC Department of Investigation.

SECTION VII – OTHER GENERAL REQUIREMENTS AND CONDITIONS

1. EEO and Non-Discrimination

This Contract is subject to all applicable provisions of federal, State and local laws, and rules and regulations promulgated pursuant thereto, relating to equal employment opportunity and non-discrimination, including but not limited to, the following, as applicable:

(a) As required by Section 6-123 of the Administrative Code, the Proposer shall not engage in any unlawful discriminatory practice as defined in and pursuant to the terms of Title 8 of the Administrative Code. The Proposer shall include a provision in any contract with a first-level subcontractor supplying goods and/or services related thereto under this Contract for an amount in excess of \$50,000 that such subcontractor shall not engage in any such unlawful discriminatory practice.

(b) The Proposer agrees to comply with Section 220-e, subdivisions (a) through (e), of the New York Labor Law.

(c) Pursuant to Section 6-108 of the Administrative Code, the Proposer agrees that: i. It shall be unlawful for any person engaged in the manufacture, sale or distribution of materials, equipment or supplies pursuant to a contract with the City to refuse to employ or to refuse to continue in any employment any person on account of the race, color or creed of such person. ii. It shall be unlawful for any person or any servant, agent or employee of any person, described in paragraph (i) above, to ask, indicate or transmit, orally or in writing, directly or indirectly, the race, color, creed or religious affiliation of any person employed or seeking employment from such person, firm or corporation.

(d) If this Contract is funded in whole or in part by federal or State funds, the Proposer shall meet the standards and applicable legal requirements relating to equal opportunity and non-discrimination of the funding source.

2. International Boycott

This Section 3 (International Boycott) is applicable if this Contract is for more than \$5000.

(a) The Proposer agrees that neither the Proposer nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the federal Export Administration Act of 1979, as amended, 50 U.S.C. Appendix Section 2401 et seq., or the regulations of the United States Department of Commerce promulgated thereunder.

(b) Upon the final determination by the Commerce Department or any other agency of the United States as to, or conviction of, the Proposer or a substantially owned affiliated company thereof, of participation in an international boycott in violation of the provisions of the Export Administration Act of 1979, as amended, or the regulations promulgated thereunder, the Comptroller may, at his or her option, render forfeit and void this Contract.

(c) The Proposer shall comply in all respects with the provisions of Section 6-114 of the Administrative Code and the rules issued by the Comptroller thereunder.

3. MacBride Principles

This Section 4 (MacBride Principles) is applicable if this Contract is for more than \$10,000. It does not apply if the Proposer is a not-for-profit corporation. If this Section 4 is applicable to this Contract, the MacBride Principles Provisions for New York City Contractors Rider is attached hereto and made a part hereof.

4. Iran Divestment Act

This Section 5 (Iran Divestment Act) is applicable if this Contract is for more than \$5000. If this Section 5 is applicable to this Contract, the Iran Divestment Act Compliance Rider and Proposer's Certification are attached hereto and made a part hereof.

5. Earned Safe and Sick Time Act

The Earned Safe and Sick Time Act ("ESSTA"), also known as the Paid Safe and Sick Leave Law, requires covered employees in New York City to be provided with paid safe and sick time. Contractors of the City of New York or of other governmental entities may be required to provide safe and sick time pursuant to the ESSTA, codified at Title 20, Chapter 8, of the New York City Administrative Code.

6. Conflicts of Interest

(a) The Proposer represents and warrants that neither it nor any of its directors, officers, members, partners or employees, has any interest nor shall they acquire any interest, directly or indirectly, which conflicts in any manner or degree with the performance of this Contract. The Proposer further represents and warrants that no person having such interest or possible interest shall be employed by or connected with the Proposer in the performance of this Contract.

(b) Consistent with New York City Charter ("City Charter") Section 2604 and other related provisions of the City Charter, the Administrative Code and the New York State Penal Law, no elected official or other officer or employee of the City, nor any person whose salary is payable, in whole or in part, from the City Treasury, shall participate in any decision relating to this Contract which affects his or her personal interest or the interest of any corporation, partnership or other entity in which he or she is, directly or indirectly, interested; nor shall any such official, officer, employee, or person have any interest in, or in the proceeds of, this Contract. This Section 3(b) shall not prevent directors, officers, members, partners, or employees of the Proposer from participating in decisions relating to this Contract where their sole personal interest is in the Proposer.

(c) The Proposer shall not employ a person or permit a person to serve as a member of the Board of Directors or as an officer of the Proposer of such employment or service would violate Chapter 68 of the City Charter.

7. Compliance With Laws

The Proposer shall comply with all local, state and federal laws, rules and regulations applicable to the goods furnished and delivered and/or services related thereto provided under this Contract.

8. Termination

(a) Upon ten (10) days' prior written notice to the Concessionaire, the City may terminate or suspend this Contract, in whole or in part, without cause where the City deems it to be in the

interest of the City. If the City terminates this Contract without cause, the City shall not incur or pay any further obligation pursuant to this Contract beyond the termination date but will pay the Concessionaire for the satisfactory provision of goods and/or services related thereto in accordance with this Contract prior to the termination date. Under no circumstances will the City pay the Concessionaire for anticipatory or lost profits.

(b) Upon ten (10) days' prior written notice to the Concessionaire or such shorter notice as the ACCO may determine, the City may terminate or suspend this Contract, in whole or in part, for cause upon (i) a breach by the Concessionaire of a material term or condition of this Contract, including unsatisfactory performance, or (ii) insolvency or the commencement of any proceeding by or against the Concessionaire, either voluntarily or involuntarily, under the Bankruptcy Code or relating to the insolvency, receivership, liquidation, or composition of the Concessionaire for the benefit of creditors. The notice of termination for cause shall state the grounds for termination. Termination will not be effective if the ACCO determines that the grounds for termination have been fully cured by the Concessionaire prior to the end of the ten (10) day period.

9. Notice

The Proposer and the Department hereby designate the business address specified in this Contract as the places where all notices, directions, or communications from one such party to the other party shall be delivered, or to which they shall be mailed.

10. Severability

If any provision of this Contract is held unenforceable for any reason, all other provisions shall nevertheless remain in full force and effect.

11. Investigations Clause

The Proposer shall comply with the following:

(a) The Proposer agrees to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a State of New York or City governmental agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of a governmental agency that is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license that is the subject of the investigation, audit or inquiry.

(b) (1) If any person who has been advised that his or her statement, and any information from such statement, will not be used against him or her in any subsequent criminal proceeding refuses to testify before a grand jury or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of or performance under any transaction, agreement, lease, permit, contract, or license entered into with the City, the State, or any political subdivision or public authority thereof, or the Port Authority of New York and New Jersey, or any local development corporation within the City, or any public benefit corporation organized under the laws of the State of New York, or; (2) If any person refuses to testify for a reason other than the assertion of his or her privilege against self-incrimination in an investigation, audit or inquiry conducted by a City or State governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the Inspector General of the governmental agency that is a

party in interest in, and is seeking testimony concerning the award of, or performance under, any transaction, agreement, lease, permit, contract or license entered into with the City, the State, or any political subdivision thereof or any local development corporation within the City, then;

(c) (1) The Commissioner or agency head whose agency is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license shall convene a hearing, upon not less than five (5) days written notice to the parties involved to determine if any penalties should attach for the failure of a person to testify. (2) If any non-governmental party to the hearing requests an adjournment, the Commissioner or agency head who convened the hearing may, upon granting the adjournment, suspend any contract, lease, permit, or license pending the final determination pursuant to paragraph (e) below without the City incurring any penalty or damages for delay or otherwise.

(d) The penalties that may attach after a final determination by the Commissioner or agency head may include but shall not exceed: (1) The disqualification for a period not to exceed five (5) years from the date of an adverse determination for any person, or any entity of which such person was a member at the time the testimony was sought, from submitting bids for, or transacting business with, or entering into or obtaining any contract, lease, permit or license with or from the City; and/or (2) The cancellation or termination of any and all such existing City contracts, leases, permits or licenses that the refusal to testify concerns and that have not been assigned as permitted under this Contract, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the City incurring any penalty or damages on account of such cancellation or termination; monies lawfully due for goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the City.

(e) The Commissioner or agency head shall consider and address in reaching his or her determination and in assessing an appropriate penalty the factors in paragraphs (e)(1) and (e)(2) below. He or she may also consider, if relevant and appropriate, the criteria established in paragraphs (e)(3) and (e)(4) below, in addition to any other information that may be relevant and appropriate: (1) the party's good faith efforts or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including but not limited to the discipline, discharge, or disassociation of any person failing to testify, the production of accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought. The relationship of the person who refused to testify to any entity that is a party to the hearing, including, but not limited to, whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity. (3) The nexus of the testimony sought to the subject entity and its contracts, leases, permits or licenses with the City. (4) The effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in an entity subject to penalties under paragraph (d) above, provided that the party or entity has given actual notice to the Commissioner or agency head upon the acquisition of the interest, or at the hearing called for in paragraph (c)(1) above gives notice and proves that such interest was previously acquired. Under either circumstance, the party or entity must present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.

(f) The following definitions shall apply to this Section 11 (Investigations Clause): (1) The term “license” or “permit” as used herein shall be defined as a license, permit, franchise or concession not granted as a matter of right. (2) The term “person” as used herein shall be defined as any natural person doing business alone or associated with another person or entity as a partner, director, officer, principal or employee. (3) The term “entity” as used herein shall be defined as any firm, partnership, corporation, association, or person that receives monies, benefits, licenses, leases, or permits from or through the City, or otherwise transacts business with the City. (4) The term “member” as used herein shall be defined as any person associated with another person or entity as a partner, director, officer, principal, or employee.

(g) In addition to and notwithstanding any other provision of this Contract, the Commissioner or agency head may in his or her sole discretion terminate this Contract upon not less than three (3) days written notice in the event the Proposer fails to promptly report in writing to the City Commissioner of Investigation any solicitation of money, goods, requests for future employment or other benefits or thing of value, by or on behalf of any employee of the City or other person or entity for any purpose that may be related to the concession or obtaining of this Contract by the Proposer, or affecting the performance of this Contract.

12. Comptroller Audit

The New York City Comptroller is charged with the audit of concession agreements in New York City. Any person or entity who believes that there has been unfairness, favoritism or impropriety in the RFP process should inform the Comptroller, Office of Contract Administration, 1 Centre Street, New York, New York 10007; telephone number (212) 669-2323.

Attachment A

Iran Divestment Act Compliance Rider and Certification

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

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

(a) the person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or

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

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

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

(1) The investment activities in Iran were made before the effective date of this section (i.e., April 12, 2012), the investment activities in Iran have not been expanded or renewed after the effective date of this section and the person has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran: or

(2) The City makes a determination that the goods or services are necessary for the City to perform its functions and that, absent such an exemption, the City would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

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

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

[Please Check One]

BIDDER'S CERTIFICATION

- ☐ By submission of this bid or proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder/proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.
- ☐ I am unable to certify that my name and the name of the bidder/proposer does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

Dated _____, New York

_____, 20__

SIGNATURE

PRINTED NAME

TITLE

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

Notary Public

Attachment B

Earned Safe and Sick Time Act Contract Rider

NYC EARNED SAFE AND SICK TIME ACT CONTRACT RIDER

(To supersede Section 4.06 of the January 2018 Appendix A and Section 35.5 of the March 2017 Standard Construction Contract and to be attached to other City contracts and solicitations)

A. Introduction and General Provisions.

1. The Earned Safe and Sick Time Act (“ESSTA”), codified at Title 20, Chapter 8 of the New York City Administrative Code, also known as the “Paid Safe and Sick Leave Law,” requires covered employees (as defined in Admin. Code § 20-912) in New York City (“City”) to be provided with paid safe and sick time. Contractors of the City or of other governmental entities may be required to provide safe and sick time pursuant to the ESSTA. The ESSTA is enforced by the City’s Department of Consumer and Worker Protection (“DCWP”), which has promulgated 6 RCNY §§ 7-101 and 201 *et seq.* (“DCWP Rules”).

2. The Contractor agrees to comply in all respects with the ESSTA and the DCWP Rules, and as amended, if applicable, in the performance of this agreement. The Contractor further acknowledges that such compliance is a material term of this agreement and that failure to comply with the ESSTA in performance of this agreement may result in its termination.

3. The Contractor must notify (with a copy to DCWP at ComplianceMonitoring@dcwp.nyc.gov) the Agency Chief Contracting Officer of the City Agency or other entity with whom it is contracting in writing within 10 days of receipt of a complaint (whether oral or written) or notice of investigation regarding the ESSTA involving the performance of this agreement. Additionally, the Contractor must cooperate with DCWP’s guidance and must comply with DCWP’s subpoenas, requests for information, and other document demands as set forth in the ESSTA and the DCWP Rules. More information is available at <https://www1.nyc.gov/site/dca/about/paid-sick-leave-what-employers-need-to-know.page>.

4. Upon conclusion of a DCWP investigation, Contractor will receive a findings letter detailing any employee relief and civil penalties owed. Pursuant to the findings, Contractor will have the opportunity to settle any violations and cure the breach of this agreement caused by failure to comply with the ESSTA either i) without a trial by entering into a consent order or ii) appearing before an impartial judge at the City’s administrative tribunal. In addition to and notwithstanding any other rights and remedies available to the City, non-payment of relief and penalties owed pursuant to a consent order or final adjudication within 30 days of such consent order or final adjudication may result in the termination of this agreement without further opportunity to settle or cure the violations.

5. The ESSTA is briefly summarized below for the convenience of the Contractor. The Contractor is advised to review the ESSTA and the DCWP Rules in their entirety. The Contractor may go to www.nyc.gov/PaidSickLeave for resources for employers, such as Frequently Asked Questions, timekeeping tools and model forms, and an event calendar of upcoming presentations and webinars at which the Contractor can get more information about how to comply with the ESSTA and the DCWP Rules. The Contractor acknowledges that it is responsible for compliance with the ESSTA and the DCWP Rules notwithstanding any inconsistent language contained herein.

B. *Pursuant to the ESSTA and DCWP Rules: Applicability, Accrual, and Use.*

1. An employee who works within the City must be provided paid safe and sick time.¹ Employers with one hundred or more employees are required to provide 56 hours of safe and sick time for an employee each calendar year. Employers with fewer than one hundred employees are required to provide 40 hours of sick leave each calendar year. Employers must provide a minimum of one hour of safe and sick time for every 30 hours worked by an employee and compensation for such safe and sick time must be provided at the greater of the employee's regular hourly rate or the minimum wage at the time the paid safe or sick time is taken. Employers are not discouraged or prohibited from providing more generous safe and sick time policies than what the ESSTA requires.

2. Employees have the right to determine how much safe and sick time they will use, provided that an employer may set a reasonable minimum increment for the use of safe and sick time not to exceed four hours per day. For the use of safe time or sick time beyond the set minimum increment, an employer may set fixed periods of up to thirty minutes beyond the minimum increment. In addition, an employee may carry over up to 40 or 56 hours of unused safe and sick time to the following calendar year, provided that no employer is required to carry over unused paid safe and sick time if the employee is paid for such unused safe and sick time and the employer provides the employee with at least the legally required amount of paid safe and sick time for such employee for the immediately subsequent calendar year on the first day of such calendar year.

3. An employee entitled to safe and sick time pursuant to the ESSTA may use safe and sick time for any of the following:

a. such employee's mental illness, physical illness, injury, or health condition or the care of such illness, injury, or condition or such employee's need for medical diagnosis or preventive medical care;

b. such employee's care of a family member (an employee's child, spouse, domestic partner, parent, sibling, grandchild, or grandparent, the child or parent of an employee's spouse or domestic partner, any other individual related by blood to the employee, and any other individual whose close association with the employee is the equivalent of a family relationship) who has a mental illness, physical illness, injury or health condition or who has a need for medical diagnosis or preventive medical care;

¹ Pursuant to the ESSTA, if fewer than five employees work for the same employer, and the employer had a net income of less than one million dollars during the previous tax year, such employer has the option of providing such employees uncompensated safe and sick time.

c. closure of such employee's place of business by order of a public official due to a public health emergency;

d. such employee's need to care for a child whose school or childcare provider has been closed due to a public health emergency; or

e. when the employee or a family member has been the victim of a family offense matter, sexual offense, stalking, or human trafficking:

1. to obtain services from a domestic violence shelter, rape crisis center, or other shelter or services program for relief from a family offense matter, sexual offense, stalking, or human trafficking;
2. to participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the employee or employee's family members from future family offense matters, sexual offenses, stalking, or human trafficking;
3. to meet with a civil attorney or other social service provider to obtain information and advice on, and prepare for or participate in any criminal or civil proceeding, including but not limited to, matters related to a family offense matter, sexual offense, stalking, human trafficking, custody, visitation, matrimonial issues, orders of protection, immigration, housing, discrimination in employment, housing or consumer credit;
4. to file a complaint or domestic incident report with law enforcement;
5. to meet with a district attorney's office;
6. to enroll children in a new school; or
7. to take other actions necessary to maintain, improve, or restore the physical, psychological, or economic, health or safety of the employee or the employee's family member or to protect those who associate or work with the employee.

4. An employer must not require an employee, as a condition of taking safe and sick time, to search for a replacement. However, where the employee's need for safe and sick time is foreseeable, an employer may require an employee to provide reasonable notice of the need to use safe and sick time. For an absence of more than three consecutive work days, an employer may require reasonable documentation that the use of safe and sick time was needed for a reason listed in Admin. Code § 20-914; and/or written confirmation that an employee used safe and sick time pursuant to the ESSTA. However, an employer may not require documentation specifying the nature of a medical condition, require disclosure of the details of a medical condition, or require disclosure of the details of a family offense matter, sexual offense, stalking, or human trafficking, as a condition of providing safe and sick time. Health information and information concerning family offenses, sexual offenses, stalking or human trafficking obtained solely due to an

employee's use of safe and sick time pursuant to the ESSTA must be treated by the employer as confidential. An employer must reimburse an employee for all reasonable costs or expenses incurred in obtaining such documentation for the employer.

5. An employer must provide to all employees a written policy explaining its method of calculating sick time, policies regarding the use of safe and sick time (including any permissible discretionary conditions on use), and policies regarding carry-over of unused time at the end of the year, among other topics. It must provide the policy to employees using a delivery method that reasonably ensures that employees receive the policy. If such employer has not provided its written policy, it may not deny safe and sick time to an employee because of non-compliance with such a policy.

6. An employer must provide a pay statement or other form of written documentation that informs the employee of the amount of safe/sick time accrued and used during the relevant pay period and the total balance of the employee's accrued safe/sick time available for use.

7. Safe and sick time to which an employee is entitled must be paid no later than the payday for the next regular payroll period beginning after the safe and sick time was used.

C. *Exemptions and Exceptions.* Notwithstanding the above, the ESSTA does not apply to any of the following:

1. an independent contractor who does not meet the definition of employee under N.Y. Labor Law § 190(2);

2. an employee covered by a valid collective bargaining agreement, if the provisions of the ESSTA are expressly waived in such agreement and such agreement provides a benefit comparable to that provided by the ESSTA for such employee;

3. an audiologist, occupational therapist, physical therapist, or speech language pathologist who is licensed by the New York State Department of Education and who calls in for work assignments at will, determines their own schedule, has the ability to reject or accept any assignment referred to them, and is paid an average hourly wage that is at least four times the federal minimum wage;

4. an employee in a work study program under Section 2753 of Chapter 42 of the United States Code;

5. an employee whose work is compensated by a qualified scholarship program as that term is defined in the Internal Revenue Code, Section 117 of Chapter 20 of the United States Code; or

6. a participant in a Work Experience Program (WEP) under N.Y. Social Services Law § 336-c.

D. *Retaliation Prohibited.* An employer shall not take any adverse action against an employee that penalizes the employee for, or is reasonably likely to deter the employee from or interfere with the employee exercising or attempting in good faith to exercise any right provided by the ESSTA. In addition, an employer shall not interfere with any investigation, proceeding, or hearing pursuant to the ESSTA.

E. *Notice of Rights.*

1. An employer must provide its employees with written notice of their rights pursuant to the ESSTA. Such notice must be in English and the primary language spoken by an employee, provided that DCWP has made available a translation into such language. Downloadable notices are available on DCWP's website at <https://www1.nyc.gov/site/dca/about/Paid-Safe-Sick-Leave-Notice-of-Employee-Rights.page>. The notice must be provided to the employees by a method that reasonably ensures personal receipt by the employee.

2. Any person or entity that willfully violates these notice requirements is subject to a civil penalty in an amount not to exceed \$50.00 for each employee who was not given appropriate notice.

F. *Records.* An employer must retain records documenting its compliance with the ESSTA for a period of at least three years, and must allow DCWP to access such records in furtherance of an investigation related to an alleged violation of the ESSTA.

G. *Enforcement and Penalties.*

1. Upon receiving a complaint alleging a violation of the ESSTA, DCWP must investigate such complaint. DCWP may also open an investigation to determine compliance with the ESSTA on its own initiative. Upon notification of a complaint or an investigation by DCWP, the employer must provide DCWP with a written response and any such other information as DCWP may request. If DCWP believes that a violation of the ESSTA has occurred, it has the right to issue a notice of violation to the employer .

2. DCWP has the power to grant an employee or former employee all appropriate relief as set forth in Admin. Code § 20-924(d). Such relief may include, but is not limited to, treble damages for the wages that should have been paid; statutory damages for unlawful retaliation; and damages, including statutory damages, full compensation for wages and benefits lost, and reinstatement, for unlawful discharge. In addition, DCWP may impose on an employer found to have violated the ESSTA civil penalties not to exceed \$500.00 for a first violation, \$750.00 for a second violation within two years of the first violation, and \$1,000.00 for each succeeding violation within two years of the previous violation. When an employer has a policy or practice of not providing or refusing to allow the use of safe and sick time to its employees, DCWP may seek penalties and relief on a per employee basis.

3. Pursuant to Admin. Code § 20-924.2, (a) where reasonable cause exists to believe that an employer is engaged in a pattern or practice of violations of the ESSTA, the Corporation Counsel may commence a civil action on behalf of the City in a court of competent jurisdiction by filing a complaint setting forth facts relating to such pattern or practice and requesting relief, which may include injunctive relief, civil penalties and any other appropriate relief. Nothing in § 20-924.2 prohibits DCWP from exercising its authority under section 20-924 or the Charter, provided that a civil action pursuant to § 20-924.2 shall not have previously been commenced.

H. *More Generous Policies and Other Legal Requirements.* Nothing in the ESSTA is intended to discourage, prohibit, diminish, or impair the adoption or retention of a more generous safe and sick time policy, or the obligation of an employer to comply with any contract, collective bargaining agreement, employment benefit plan or other agreement providing more generous safe and sick time. The ESSTA provides minimum requirements pertaining to safe and sick time and does not preempt, limit, or otherwise affect the applicability of any other law, regulation, rule, requirement, policy or standard that provides for greater accrual or use by employees of safe and sick leave or time, whether paid or unpaid, or that extends other protections to employees. The ESSTA may not be construed as creating or imposing any requirement in conflict with any federal or state law, rule or regulation.

Attachment C

MacBride Principles Provisions

MacBride Principles

A. In accordance with and to the extent required by Admin. Code § 6-115.1, the Contractor stipulates that the Contractor and any individual or legal entity in which the Contractor holds a ten percent (10%) or greater ownership interest and any individual or legal entity that holds a ten percent (10%) or greater ownership interest in the Contractor either (a) have no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles.

B. The Contractor agrees that the covenants and representations in Paragraph A above are material conditions to this Contract.

C. This Section does not apply if the Contractor is a not-for-profit corporation.

Attachment D

Acknowledgment of Amendments

ACKNOWLEDGMENT OF AMENDMENTS

Request for Proposals ("RFP") for
City of New York Official Refuse and Recycling Bins

- ☐ The Proposer did not receive any Amendments in connection with this RFP.
OR
☐ The Proposer received the following Amendments in connection with this RFP:

Amendment #1, dated _____, 20____

Amendment #2, dated _____, 20____

Amendment #3, dated _____, 20____

Amendment #4, dated _____, 20____

Amendment #5, dated _____, 20____

Amendment #6, dated _____, 20____

Amendment #7, dated _____, 20____

Amendment #8, dated _____, 20____

[Add more lines if the Proposer received more than eight Amendments]

Proposer's Name: _____

Name and Title of Proposer's Authorized Representative [Print clearly]

Signature of Proposer's Authorized Representative

Date: _____

Attachment E

Doing Business Data Form

Doing Business Data Form

To be completed by the City agency prior to distribution

Agency Sanitation

Transaction ID _____

Check One

Transaction Type (check one)

☒ Proposal ☐ Award ☒ Concession ☐ Economic Development Agreement ☐ Franchise ☐ Grant ☐ Pension Investment Contract ☐ Contract

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

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

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

Entity Information

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

Entity EIN/TIN _____ Entity Name _____

Filing Status

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

(Select One)

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

Entity is a Non-Profit ☐ Yes ☐ No

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

Address _____

City _____ State _____ Zip _____

Phone _____ E-mail _____

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

Principal Officers

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

Chief Executive Officer (CEO) or equivalent officer

☐ This position does not exist

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

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

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

Home Address _____

☐ This person replaced former CEO _____ on date _____

Chief Financial Officer (CFO) or equivalent officer

☐ This position does not exist

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

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

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

Home Address _____

☐ This person replaced former CFO _____ on date _____

Chief Operating Officer (COO) or equivalent officer

☐ This position does not exist

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

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

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

Home Address _____

☐ This person replaced former COO _____ on date _____

Principal Owners

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

There are no owners listed because (select one):

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

Other (explain) _____

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

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

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

Home Address _____

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

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

Home Address _____

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

Organization Name _____

Organization Name _____

Organization Name _____

Remove the following previously-reported Principal Owners

Name _____ Removal Date _____

Name _____ Removal Date _____

Name _____ Removal Date _____

Senior Managers

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

Senior Managers

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

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

Home Address _____

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

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

Home Address _____

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

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

Home Address _____

Remove the following previously-reported Senior Managers

Name _____ removal date _____

Name _____ removal date _____

Certification

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

Name _____ Title _____

Entity Name _____ Work Phone # _____

Signature _____ Date _____