sanitation

BUREAU OF SOLID WASTE MANAGEMENT – JULY 2026

Gregory P. Anderson, Commissioner, DSNY **Zohran Mamdani, Mayor**

THE CITY OF NEW YORK
DEPARTMENT OF SANITATION ("DSNY," "the Department," or "the Agency")
REQUEST FOR PROPOSALS ("RFP")

NEW YORK CITY WASTE CHARACTERIZATION STUDY

PIN: 82725P0002

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AUTHORIZED AGENCY CONTACT PERSON

Proposers are advised that the Authorized Agency Contact Person for all matters concerning this Request for Proposals is:

Name:	**Kate Kitchener**
Title:	**Authorized Agency Contact Person (ACP)**
Mailing Address:	**New York City Department of Sanitation** **375 Pearl St., 18th Floor** **New York, New York 10038**
Telephone #:	**212-437-4433**
E-Mail Address:	**kkitchener@dsny.nyc.gov**

SECTION I - TIMETABLE

A. Release Date of this Request for Proposals: July 16, 2026

All questions and requests for additional information concerning this RFP must be submitted through the PASSPort system, in the Discussion Forum tab. Questions submitted in any other fashion will not be answered.

Proposers must submit questions no later than **August 6, 2026**, since the Agency may be unable to respond to questions received after that date.

B. Pre-Proposal Conference:

1. **Date: July 30, 2026**
2. **Time: 1:00 P.M.**
3. **Location: Virtual**

Microsoft Teams meeting
Join: https://teams.microsoft.com/meet/210873143222082?p=fIxEX9xqcXXGE6hpuJ
Meeting ID: 210 873 143 222 082
Passcode: 5vj7fo7i

Need help? | System reference
Dial in by phone
+1 646-893-7101,,199864767# United States, New York City
Find a local number
Phone conference ID: 199 864 767#
Join on a video conferencing device
Tenant key: cityofnewyork@m.webex.com
Video ID: 119 664 247 9

C. Proposal Due Date and Time and Location:

1. **Date: September 1, 2026**
2. **Time: 2:00 P.M.**
3. **Location:** Proposals must be submitted through the PASSPort system, as per the instructions in the PASSPort system.

E-mailed or faxed proposals will not be accepted by the Agency.

Proposals received after the Proposal Due Date and Time are late and shall not be accepted by the Agency, except as provided under New York City's Procurement Policy Board Rules.

The Agency will consider requests made to the Authorized Agency Contact Person to extend the Proposal Due Date and Time prescribed above. However, unless the Agency issues a written addendum to this RFP which extends the Proposal Due Date and Time for all proposers, the Proposal Due Date and Time prescribed above shall remain in effect.

D. Anticipated Contract Start Date: November 15, 2026

SECTION II - SUMMARY OF THE REQUEST FOR PROPOSALS

DEFINITIONS
For the purposes of this RFP, the following definitions shall apply:

"Alternate Proposer" means a Proposer, if any, designated by the City to participate in Contract negotiations in the event the City and the Selected Proposer do not execute a Contract.

"Bid Bond" means a security for the Proposer's good faith negotiation of an agreement with the Department, pursuant to its Proposal, from a surety duly licensed to do business in the State of New York, with an office in New York City, to be returned within a period specified by the Department after selection of Proposer.

"Capture Rate" means recyclable materials that are properly sorted for collection in their respective recycling streams as a percentage of the total aggregate of that material across all streams.

"Characterization" - as in Waste Characterization Study - means the general act of analyzing and describing all relevant characteristics of the MSW stream.

"City" means The City of New York.

"Commercial Waste" means solid waste generated by non-residential establishments. This term includes waste collected under private carter service agreements and does not include residential, or institutional waste collected by the Department, or construction and demolition waste collected by private carters.

"Composition" - as in Waste Composition - means the breakdown (relative portions) of a specified set of material categories in each stream under analysis, to be expressed in percentages and whole numbers.

"Confidential Information" means proprietary information now or hereafter owned, licensed to, or controlled by a Proposer, including, without limitation, market research methods and data, creative ideas, slogans, drawings, and other information, which is plainly marked "confidential" by the Proposer, but not including information, data, material, or documentation of any type or description in the public domain or such information, data, material, or documentation as may be placed in the public domain during the RFP process.

"**Construction & Demolition Waste"** means waste generated from activities such as excavation, building, renovation, and demolition. This includes materials like concrete, brick, wood, drywall, metal, glass, asphalt, and other structural or site-related debris. Construction & Demolition ("C&D") waste is distinct from commercial waste and is handled separately through private carting companies permitted specifically for C&D removal and processed at designated C&D facilities.

"Contamination Rate" means the percent of non-recyclable materials that are improperly disposed of in a recycling stream.

"Contract" means an agreement resulting from the RFP process between the selected Proposer and the City to conduct a Waste Characterization Study of New York City's solid waste.

"Contractor" means the Proposer selected as a result of the RFP process who has executed a Contract registered in accordance with the laws and regulations of the City.

"Department" or "DSNY" means the Department of Sanitation of the City of New York.

"District" means Sanitation District or Community Board. Sanitation Districts do not conform with school, election, zip code, or any other type of district.

"Diversion Rate" means the percentage of all waste that is diverted away from disposal through recycling, composting, or other beneficial use.

"**Empire Bin Waste"** means waste that is set out for collection in lidded on-street containers placed curbside as part of New York City's public containerization initiative. This term does not refer to roll-on/roll-off containers, official NYC Bins, Smart Bins, or other bulk collection systems.

"Evaluation Committee" means the committee composed of Department representatives for the purpose of evaluating proposals and proposers for this RFP

"Fiscal Year (FY)" means the City's Fiscal Year, which begins July 1 of the previous calendar year and ends the following June 30.

"Holidays" means New Year's Day, Martin Luther King Jr. Day, Lincoln's Birthday, President's Day, Memorial Day, Juneteenth Day, Independence Day, Labor Day, Columbus Day, Election Day, Veterans Day, Thanksgiving Day, and Christmas Day.

"**Institutional Waste**" means waste collected by DSNY from the New York City Housing Authority ("NYCHA") or New York City Public and Private schools.

"Law(s)" means the City Charter, the City Administrative Code, a local law of the City, federal and state statutes or laws, and any ordinance, rule, order, or regulation having the force of law.

"Municipal Solid Waste (MSW)" means refuse; metal, glass, plastic (MGP); paper; and organics generated by residents, commercial establishments, and public/non-profit (institutional) entities

"Official NYC Bins" means standardized, individually lidded wheeled containers approved by the Department for use in residential buildings with less than 30 units. These standalone bins are used for the set-out and collection of refuse and recycling as part of the City's curbside collection program. They are not fixed street fixtures and can be stored behind the property line when not in use.

"Procurement Rules" means the City Procurement Policy Board ("PPB") Rules for the procurement of goods and services, adopted August 1, 1990, as such rules may be amended from time to time.

"Proposal" means the document submitted in response to the RFP as an offer to provide the goods and perform the services described in the RFP.

"Proposal Deadline" means the date and time set by the City as the deadline for submission of proposals by proposers in response to the RFP.

"Proposer" means a person or entity submitting a Proposal in response to this RFP, encompassing proposed Subcontractors as well.

"Recycle" or "Recycling" means any process by which solid waste is separated, collected, processed, marketed, and returned to the economy in the form of raw materials or products, including but not limited to types of metal, glass, paper, plastic, food waste, yard waste, textiles, e-waste and tires.

"Residential Waste" means waste generated by households in residential buildings. This term includes refuse, recyclables, and organics collected by the Department and does not include commercial or institutional waste serviced by private carters.

"Roll-On/Roll-Off Container" means a large, open-top waste container that is loaded onto and off a specialized DSNY truck to collect refuse or recyclables. These containers are commonly used for large residential properties that generate high volumes of waste as an alternative to regular curbside collection.

"**RRD"** means the Resource Recovery Division of the Solid Waste Management Bureau of the NYC Department of Sanitation.

"Sample" means a portion of waste taken from each load of waste dumped at a waste transfer station or recycling facility by a collection vehicle, or directly from curbside containers.

"Sampling" means the retrieval of a sample that is then weighed, containerized, labeled, and set aside for sorting by Study staff.

"Smart Bin" means a DSNY-managed, controlled access receptacle that is available for the public to drop-off organic waste.

"Sort Category" means the main material categories for which each sample could be separated.

"Sorting" means the systematic process in which waste is separated, categorized, and weighed into material categories based on specific characteristics or criteria.

"Special Study Segment" means segments of this Study focusing on Smart Bin and Empire Bin waste.

"Study" means the Waste Characterization Study that is the subject of this RFP.

"Subcategory" means a more specific classification of a broader material category that is based upon uniquely detailed characteristics of that category.

"Subcontractor" means an entity that contracts with the selected (primary) Contractor, to provide any services that are within the scope of the eventual Contract resulting from this RFP.

"Waste" means any non-liquid putrescible and nonputrescible materials or substances that are discarded, disposed of, or no longer wanted, including refuse, recyclables, organics, bulk items, and other solid materials set out for collection. This term includes both disposed and diverted streams, such as recyclable and compostable materials.

"Waste Generator" means an entity that produces waste and is grouped by the type and source of waste they produce, such as residential, commercial, or institutional.

"Uncaptured Material" means recyclable materials that are improperly disposed.

Background

The New York City Department of Sanitation ("DSNY," "the Department," or "the Agency") is responsible for the collection, transport, and disposal of municipal solid waste ("MSW") generated by residences and public and non-profit institutions across the five boroughs. DSNY also leads the development, implementation, and reporting of the Citywide Solid Waste Management Plan ("SWMP"). Pursuant to Local Law 14 of 2025, the Department is required to conduct a comprehensive waste characterization study and present the results to the public, City Council, and Mayor by January 31, 2028.

Conducting a waste characterization study in New York City is a complex and large-scale undertaking due to the size and diversity of its waste stream. Each year, the Department manages millions of tons of material generated across all five boroughs, encompassing a wide variety of sources and waste types. In Fiscal Year 2024, residents and public/non-profit institutions generated approximately 3.7 million tons of MSW, with approximately 17.5% (around 640,000 tons) diverted from disposal through the City's Curbside/Containerized Recycling and Organics Program.

Beyond curbside collections, the Department manages several specialized waste diversion initiatives to address hazardous, electronic, and difficult-to-recycle materials. These include SAFE (Solvents, Automotive, Flammables, Electronics) disposal events, Special Waste Drop-Off Sites, and various collection programs for textiles, rechargeable batteries, and other household hazardous waste. A waste characterization study is the only way to evaluate the effectiveness of these programs at keeping targeted materials out of the waste stream.

In addition to managing diversion programs, the City is undergoing a significant shift in how waste is set out for collection. New York City is in the process of transitioning from bagged curbside setouts to containerized waste collection for all buildings. This new system is intended to reduce litter, deter rats, and improve overall cleanliness while supporting efficient collection operations. A waste characterization study will help the Department understand how this transition impacts diversion, contamination, and capture rates.

Separately, the Department has deployed Smart Bins, which are secure, on-street organics receptacles designed for public use and accessible only via a mobile device software application. These bins aim to expand organics collection access beyond the traditional curbside model and engage residents who may not have reliable access to building-based services. A waste characterization study offers a unique opportunity to assess the performance of Smart Bin organics collection and compare it to traditional curbside organics service in terms of material quality and contamination.

While DSNY collects trash, recycling, and compostable material from residents, historically, businesses are required to hire private carters to collect their waste. Following significant planning, analysis, and contract development, DSNY is overhauling the City's commercial waste industry, as mandated under Local Law 199 of 2019, to make New York City cleaner and safer. The Commercial Waste Zones ("CWZ") system creates a regulatory framework that establishes new safety standards for workers in the commercial carting industry, improves service for businesses, and reduces harmful emissions from waste hauling vehicles. DSNY has authorized 20 Commercial Waste Zones with three carters to offer curbside services in each zone. A comprehensive waste characterization study offers the City an opportunity to establish a baseline understanding of the composition of commercial waste for the first time since 1990, which will help to inform performance standards and diversion targets related to CWZ.

C&D waste is also not collected by the Department and is separate from both residential and commercial waste streams. It is managed through a separate system involving private haulers and designated processing facilities. Although C&D waste represents a significant portion of the overall waste generated in New York City, it has never been formally studied through a comprehensive waste characterization effort. Establishing a baseline understanding of C&D waste composition and recovery potential would support the City's SWMP goals and inform future policy development and planning.

A. Purpose of RFP

DSNY is seeking an appropriately qualified contractor ("the Contractor") to conduct a comprehensive waste characterization study ("Study") of New York City's solid waste streams.

A.1. Study Goals

The Study will provide information vital to the evaluation, maintenance, and growth of the City's diversion, recycling and organics programs and general sanitation functions. Its major goals are as follows:

1. To characterize recyclable, compostable, and non-recyclable materials in the refuse, organics, and recycling portions of the total NYC solid waste stream.

2. To improve the Department's waste prevention, reuse, recycling, and other sanitation-related efforts.

3. To generate information relevant to recycling processors and other entities engaged in recycling for New York City's recyclable and organic materials.

4. To provide an understanding of how NYC solid waste has changed over time, through comparison of Study results with results from prior NYC waste characterization studies.

B. Program Overview

The method for the Study will require the Contractor to sample from designated waste collection trucks at selected waste transfer stations for all waste streams. For some waste streams, alternative sampling approaches may be required, and methodologies for these streams will be developed in close coordination with DSNY. In all cases, the Contractor will be responsible for sorting samples into material categories, weighing each category, recording data, conducting statistical analysis, and delivering a searchable database of the analyzed results. As detailed in this RFP, the Proposer must propose a preliminary sampling and sorting protocol and provide information on staffing, operational equipment and vehicles, data collection methods, validation and analysis techniques, and database design capabilities, all of which must be approved by DSNY and enable statistically sound extrapolation of results.

B.1. Deliverables

Deliverable 1 – A Comprehensive Plan for an NYC Waste Characterization Study

The Contractor must submit a comprehensive plan detailing the approach to all aspects of the Study. At a minimum, this plan must include sampling and sorting methodologies for NYC's waste (Deliverables 1.1–1.2), as well as statistical methods (Deliverable 1.3), a personnel plan (Deliverable 1.4), documentation of planning meeting minutes (Deliverable 1.5), and a project digital filing system (Deliverable 1.6). All methodologies will be developed in close partnership with DSNY.

Deliverable 1.1 – Sampling Methodology
Deliverable 1.2 – Sorting Methodology
Deliverable 1.3 – Statistical Methods
Deliverable 1.4 – Personnel Plan

Deliverable 1.5 – Planning Meeting Minutes
Deliverable 1.6 – Project Digital Filing System

<u>Deliverable 2 – Collection and Sorting of Waste Samples</u>

The following deliverables represent the seasonal structure for fieldwork, with a minimum of two (2) seasons required for NYC waste characterization.

Deliverable 2.1 – First Season Mobilization Plan
Deliverable 2.2 – First Season Sampling and Sorting
Deliverable 2.3 – Second Season Mobilization Plan
Deliverable 2.4 – Second Season Sampling and Sorting

<u>Deliverable 3 – Analysis and Reporting</u>

The Contractor must submit a complete set of data and reporting deliverables summarizing the results of the Study. This includes seasonal and annualized waste characterization data for NYC's waste (Deliverables 3.1–3.2), which are required components of the Study. The Contractor must also submit a Final Sampling and Sorting Report (Deliverable 3.3) and a comprehensive, query-able study database (Deliverable 3.4). The Final Report and database must reflect all streams included in the Study.

Deliverable 3.1 – First Season Waste Characterization Data
Deliverable 3.2 – Second Season Waste Characterization Data
Deliverable 3.3 – Final Sampling and Sorting Report
Deliverable 3.4 – Waste Characterization Study Database

C. Anticipated Contract Term

It is anticipated that the initial term of the contract awarded pursuant to this RFP will be for three (3) years, with up to three (3) renewal options of up to two (2) years each, to be exercised at DSNY's sole option. The Department reserves the right, prior to contract award, to determine the length of the initial contract term and each option to renew, if any. The Department anticipates that work under the contract will commence on or before November 15, 2026.

D. Anticipated Available Funding

It is anticipated that the available funding for the contract awarded pursuant to this RFP will be $3,800,000 (three million eight hundred thousand dollars). Greater consideration will be given to proposers that propose more competitive prices (in combination with a high-quality program).

E. Anticipated Payment Structure

It is anticipated that the payment structure of the contract awarded pursuant to this RFP will be deliverables-based. The deliverables-based payment structures will be tied to specific deliverable measures tied to outcomes and milestones. However, the Department will consider proposals to structure payments in a different manner and reserves the right to select any payment structure that is in the City's best interest.

F. Minimum Qualification Requirements

The following are the Minimum Qualification Requirements of this RFP. Proposers that fail to meet all of these requirements will be deemed non-responsive and their proposals will be rejected.

1. Prior experience with waste characterization studies in cities with populations of 1,000,000 or more or entities that collect more than 400,000 tons of waste per year.

2. Sufficient staffing for the following key tasks (or contractual access thereto):

   a. Sampling: available up to six (6) days per week to conduct overnight sampling across all five (5) boroughs of NYC, with the capacity to deploy up to five (5) sampling teams simultaneously.

   b. Sorting: staff must complete the sorting of all collected samples promptly upon receipt.

   c. Comprehensive data analysis: each sampling and sorting period must be submitted to DSNY within thirty (30) days of that period's completion.

3. Management-level staff presence 24 hours per day, seven (7) days per week that can coordinate with DSNY staff at the designated sorting site.

4. Possession of or access to sampling and sorting equipment, including but not limited to scales, sorting tables, vehicles, bins and containers, personal protective equipment ("PPE") such as gloves and masks, tarps, trays, data recording tools, and any other necessary tools to ensure efficient and accurate measurements of samples.

5. The ability to provide transportation to and from the sort site for temporary staff.

SECTION III - SCOPE OF SERVICES AND M/WBE REQUIREMENTS

A. Agency Goals and Objectives for this RFP

This section will detail each of the main goals of the Study.

Goal 1: To characterize recyclable and non-recyclable materials in the refuse, organics, paper and metal, glass, and plastic recycling portions of the total NYC solid waste stream. The proposed Study will provide a detailed understanding of the presence of materials in the (1) recycling stream, (2) refuse stream, and (3) organics stream. This will enable precise calculation of the capture rate and the theoretically achievable maximum diversion rate, based on the presence of recyclables and organics in the total waste stream.

Goal 2: To improve the Department's waste prevention, reuse, recycling, and other sanitation-related public education efforts, and to improve the Department's enforcement of existing recycling and other sanitation laws and codes. Examining how NYC solid waste generation varies will enable the Department to focus its resources where they are most needed to address: (1) problems of recyclables in the refuse stream (uncaptured recycling) and (2) problems of refuse in the recyclables stream (contamination).

Goal 3: To generate information relevant to recycling and organics processors engaged in the acceptance of New York City's recyclable and compostable materials. The Department currently contracts with a number of contractors for the acceptance and processing of recyclable and organic materials, with contractual bases for processing fees (payable by the Department to contractors) and purchase prices dependent on several factors that are only available through the completion of a waste characterization study.

Goal 4: To the extent feasible, to provide an understanding of how NYC solid waste generation has changed over time, through comparison of Study results with results from prior NYC waste characterization studies. As outlined above, the major goal of the proposed Study is to characterize New York City's current NYC solid waste stream, so as to inform present and future recycling and disposal policies and procedures. However, to the extent practicable, the Department will use results from the Study to examine changes in NYC solid waste generation since 2013. Because of the scope of the 2013 Study and other waste characterization studies discussed above, comparability should help shape but should not dictate the structure of the proposed Study.

B. Agency Assumptions Regarding Contractor Approach

This section describes the Department's assumptions regarding the approach that the Contractor should take that will most likely achieve the goals and objectives set out above. It is divided into three main Tasks:

Task 1: Plan for Operations and Analysis
Task 2: Execute Sampling, Sorting, and Record Data
Task 3: Analyze Data and Report Results

In formulating responses to this RFP, proposers must demonstrate that they have the experience and organizational capacity to carry out the Tasks described below and must reference these Tasks in their Technical Proposal.

B.1. Plan for Operations and Analysis - Task 1

This Task entails the formulation of an analytical and operational plan for the major and special Components of the Study.

B.1.a. Planning for Operations and Analysis - Background

In the 2023 Study, characterization of residential MSW in the City was developed by sampling waste from all five (5) boroughs. In two seasonal sorts, truckloads of residential MSW collected were taken to transfer stations for one or more random grab samples. Each sample was sorted into component categories. The results of these sorts enabled the estimation of seasonal characterizations of waste. These estimates were then extrapolated to provide seasonal and annual characterization data for the City as a whole. The proposed Study need not replicate the methodology used in the 2023 Study, but must ultimately make a valid representation of annual NYC solid waste characterization (in its distinct refuse and recycling components) of New York City.

Planning should take into consideration, by material stream where appropriate:

(1) Sampling methods.
(2) Numbers of samples/sample sizes.
(3) Sorting methods.
(4) Numbers of material categories and subcategories.
(5) Statistical methods.
(6) Organization and compilation of data.
(7) Personnel planning.
(8) Cleaning and maintenance of sort facilities.

B.1.b. Designing Sampling Methodology:

B.1.b.i – NYC Solid Waste

The Contractor must provide a comprehensive sampling methodology that outlines how samples will be selected, collected, and tracked across all waste streams and generators. The methodology must include clear procedures for both targeted and blind sampling approaches, along with a detailed operational plan describing on-the-ground logistics, staffing, safety protocols, and quality control measures. The Contractor must specify the equipment and tools that will be used during sampling. The methodology must also include justifications for the proposed sample sizes, supported by relevant statistical assumptions to ensure the representativeness and accuracy of the data. The Contractor must provide sampling targets by generator type and by season to ensure sufficient data coverage across time and source variation. Additionally, the Contractor must describe the chain-of-custody procedures to ensure proper handling and integrity of all collected samples, and outline how sample data will be recorded, verified, and transferred for analysis and reporting.

The Contractor is responsible for supplying all necessary sampling equipment. Sample collection and loading are solely the contractor's responsibility.

B.1.c. - Sorting

The Contractor must provide a detailed description of the sorting methods that will be used to analyze all collected waste samples, from all designated sources. This should include the procedures for manually sorting materials into predefined categories, handling contaminated or ambiguous items, and ensuring consistency across sorters.

The plan must also address staffing, staff transportation, training protocols, and quality assurance measures to maintain sorting accuracy and minimize error. Additionally, the Contractor must describe the equipment and protective gear to be used during sorting and outline how sort data will be recorded, verified, and transferred for analysis and reporting.

Sort methods must allow for the manual sorting of all sampled refuse, organics, and recycling into pre-established material categories such that each category can be weighed separately, and the weight recorded along with a sample ID number. Methods should include procedures for quality assurance.

B.1.d. Number of Material Categories and Subcategories

In this Study, the refuse, organics, and recycling portions of NYC's waste will each be sorted separately into material categories and subcategories. DSNY will provide a standardized list of sort categories for all NYC waste streams included in the Study. Please see Attachment H for the initial list of categories and subcategories that the Contractor will be expected to use for each sample. DSNY reserves the right to change the list of sort categories, at its sole discretion, based on changes in the industry, new legislation, or other unforeseen circumstances.

It should be noted that once the Study is underway, all material category lists may be subject to revision based on mutual agreement between the Department and the Contractor. Additionally, DSNY reserves the right to revise, expand, or streamline any sort category list for any source at any point during the Study in response to regulatory or programmatic developments such as the passage of an Extended Producer Responsibility ("EPR") law for packaging or related materials.

The Department recognizes that it may not be possible to estimate parameters for the percent composition of every material category within a 90% confidence interval of approximately ±7.5% of its respective estimated mean. Consequently, the Contractor must plan for the maximization of information by estimating percent composition of major categories within the established confidence interval; conducting sub-sorts of major categories for further detail; relaxing the 90% confidence interval ±7.5% range for highly variable categories; or using other statistically sound approaches. These requirements may be adjusted based on the final approved methodology, taking into account operational feasibility and data availability.

B.1.e. Statistical Methods

The Contractor must provide a detailed description of the statistical methods that will be used to analyze the data collected during the Study. This must include the specific approaches for calculating percent composition, capture rates, and contamination rates for all designated sources of waste. The statistical methods used in this component of the Study should allow for the estimation of percent composition, by weight, of designated material categories in the refuse and recycling streams, and in the organics streams if available. The Contractor must also calculate an aggregate material composition across all streams sampled for each generator type, as well as a combined NYC solid waste composition representing the aggregate of all sampled sources included in the Study. The Study will require planning for a minimum number of samples for each season such that a 90% confidence interval for the percent composition of each material in the waste stream is approximately ±7.5% of its respective estimated mean. These requirements may be adjusted based on the final approved methodology, taking into account operational feasibility and data availability.

DSNY will provide available supporting data (e.g., tonnage data) to assist in developing statistically sound estimates. Statistical methods will be reviewed by DSNY and will be subject to further audit upon completion of the Study.

B.1.f. Organization and Compilation of Data

As part of the Planning Task, the Contractor must design a comprehensive data recording protocol that applies to all waste streams included in the Study. The protocol must describe procedures for on-site manual or electronic recording of raw sort data, ensuring that data is standardized and quality-assured at the point of entry. It must also detail the transfer of raw data into a centralized database, include quality assurance procedures to identify and correct missing values, miscoded entries, or other anomalies, and establish a clear chain-of-custody process to ensure the secure handling and traceability of all data collected.

In addition, the Contractor must establish a centralized digital filing system, such as SharePoint or a similar platform, to support the sharing, storage, and collaborative editing of all documents and files related to the Study. This system must be accessible to both DSNY and Contractor staff, organized logically by project phase or deliverable, and maintained throughout the duration of the contract to support version control, transparency, and effective collaboration.

B.1.g. Personnel Planning

The Contractor must provide a comprehensive personnel plan detailing the staffing structure for the Study, including supervisors, samplers, sorters, data analysts, and support staff. The plan must outline the roles and responsibilities of each team member, anticipated staffing levels by phase, and the number and size of sorting crews, including supervision. It must also specify the number of working days required per season, the expected number of samples to be sorted daily, and the rationale for personnel selection, including qualifications, experience, and education. The plan must include hiring, training, and employment protocols, as well as procedures for oversight and supervision to ensure the safety, accuracy, and consistency of all field and sorting operations to ensure quality assurance throughout the Study.

B.1.h. Cleaning and Maintenance of Sort Facilities

The Contractor will be responsible for arranging for proper cleaning and maintenance of sort facilities after each day's sort. DSNY will provide support as needed, but the Contractor will be responsible for sort site cleanliness through its own personnel while sorting takes place.

B.1.i. Planning Meeting Minutes

The Contractor must attend and document weekly planning meetings with DSNY throughout the duration of the planning period. The Contractor is responsible for preparing and submitting meeting minutes that summarize key discussion points, action items, decisions made, and any updates to the project schedule or methodology. The Contractor must submit meeting minutes to DSNY within 24 hours of each meeting for review and approval.

B.1.j. Scheduling and Staffing

Within thirty (30) calendar days of issuance of the Notice to Proceed, the Contractor shall submit to the Department's project manager the following: a finalized Timetable stating dates for all Tasks in the Scope of Work, for each Study Component, and a project organization structure, including a staffing table with names, titles, and contact information of personnel assigned to the project.

B.2. Execute Sampling, Sorting and Record Data - Task 2

This Task involves carrying out the plans for Study Components that were developed in Task 1. This Task will include preparing sort facilities and sort staff, meeting with Department personnel to discuss collection routes and schedules, conducting the NYC solid waste sampling and sorts, and recording data. It will also include arranging for proper disposal or recycling of NYC solid waste after sampling and maintenance/cleaning of sampling facilities.

B.2.a. Provision of Equipment
The Contractor shall plan to provide all necessary equipment, including sanitary facilities, sort equipment, and portable scales, and shall outfit all sorting crews with appropriate safety equipment and clothing.

B.2.b. Staffing
The Contractor shall provide all supervisors, analysts, and support staff needed for all phases of the study. Proposers should prepare Technical and Price Proposals assuming private provision of all staffing. Field supervisors should have significant prior experience with hand-sort waste characterization studies.

B.2.c. Training/Practice
The Contractor shall train all personnel in all aspects of field study and safety. Up to one full day of sample collection and sorting may be required as a trial run with Department staff in attendance, at the beginning of each seasonal sampling period. All procedures that will be taught should be documented in a written Training Manual that will supplement the Final Sampling and Sorting Report developed in Task 3.

B.2.d. Supervision/Quality Control
The Contractor shall always deploy at least one supervisor at each site during the sampling periods to ensure that protocol is adhered to. Department personnel will have full access to the sort site at all times. The Contractor shall report any unusual occurrences or lapses in protocol during the course of the operation, particularly related to factors which may bias study results.

B.2.e. Litter Control and Post-Sort Disposal/Recycling
The Contractor shall at all times during the sampling periods take measures that are effective, in the judgement of the Department, to prevent any windblown or other form of litter from leaving the immediate sorting area. At any unenclosed sorting or sampling site, this may include the installation of a tent and/or litter fencing. The Contractor shall leave each site broom clean at the end of each daily shift and shall arrange for proper disposal and recycling of sorted waste after each sort.

B.2.f. Daily Activity Reporting
The Contractor will be required to provide the Department with Daily Activity reports detailing progress throughout the duration of the Study. Reports must include the number of samples collected, the number of samples sorted, and the overall percentage of completion relative to the total sampling and sorting goals. Each report must be submitted by 10:00 a.m. each morning, Monday through Saturday, and must summarize all sorting activities conducted the previous day and all sampling activities conducted the previous evening. No later than ten (10) business days after the completion of seasonal sorting and sampling, the Contractor must submit a Seasonal Summary Report that includes the total number of samples collected and sorted by generator type.

B.2.g. Seasonal Mobilization Plans
The Contractor must submit a Mobilization Plan for each sampling and sorting season, outlining all preparatory actions required prior to the start of fieldwork. The First Season Mobilization Plan must be submitted at least sixty (60) calendar days in advance to allow for onboarding and ramp-up, while plans for the second, third, and fourth seasons must be submitted at least thirty (30) calendar days before the start of each respective sampling period. Each plan must include confirmation of sampling sites, equipment and vehicle setup, staffing assignments, safety procedures, and a demonstration of operational readiness. The plan must also provide a proposed calendar of sampling and sorting activities, including target completion dates.

Each Mobilization Plan must clearly identify any and all waste streams to be sampled and sorted concurrently during that season. These plans must be reviewed and approved by DSNY prior to execution of any fieldwork associated with Task 1.

B.2.h. Conducting Weekly Operational Meetings

Although the Department will maintain continuous liaison with the Contractor throughout the term of the project, the Contractor's project manager shall meet weekly, at a minimum, with the Department's project manager and other Department personnel for the purpose of presenting a status report, reviewing progress, and seeking necessary guidance in solving operational problems. After each meeting, the Contractor's project manager shall, within 24 hours, provide a written summary of issues discussed for approval by all parties present to the Department's project manager and other Department personnel in attendance.

B.3. Analyze Data and Report Results - Task 3

This Task shall involve analysis of data gathered during the execution of Task 2 and periodic reporting of results.

The Contractor must provide a comprehensive dataset of results from all sorting and sampling activities conducted during each season, submitted no later than thirty (30) calendar days after the completion of that season's fieldwork. Data must include composition, residential capture, and contamination rates, and be submitted in Excel spreadsheets or database files with both summary-level results and raw, per-sample data.

Within thirty (30) calendar days of completing all fieldwork and sorting activities, the Contractor must submit a final annualized dataset compiling results from all seasons. This submission must also include raw, per-sample data in an accessible format. Where applicable, both seasonal and annualized results must be compared to data from previous DSNY waste characterization studies to highlight and contextualize changes over time.

Performance of this Task will include:

B.3.a. Calculating Waste Composition
The Contractor shall summarize mean composition values for each waste stream studied. Additional breakdowns may be required by factors deemed necessary or useful by DSNY.

B.3.b. Comparison of Current Study Results with Prior Results by Waste Stream, only when available
The Contractor shall compare data and findings from this Study with published NYC waste characterization data.

B.3.c. Aggregating Results
The Contractor shall aggregate results from waste streams studied to generate a breakdown of waste composition for all New York City waste.

B.3.d. Final Sampling and Sorting Report

The Contractor must prepare and submit a Final Sampling and Sorting Report no later than sixty (60) calendar days following the completion of all fieldwork and sorting activities. This report will serve as a comprehensive review of project performance, sampling and sorting execution, and operational outcomes. At a minimum, it must include:

1. **Sampling Metrics Summary**
   - The total number of samples collected, broken down by stream (e.g., refuse, recycling, and organics), source, and by sort period, as compared to the targeted number.
   - The percentage of samples collected relative to the established targets.
   - A log of any missed samples, with documented explanations for each occurrence (e.g., operational issues, external factors).
2. **Operational After-Action Report**

        - A narrative summary of operational challenges encountered and corrective actions taken, including but not limited to:
            - Equipment requirements and constraints.
            - Staffing levels and adjustments.
            - Accidents or safety incidents.
            - Other logistical or site-specific issues.
3. **Sampling Plan Review**
    - An assessment of how effective the chosen sampling methodology was in achieving study goals, including an evaluation of strengths, limitations, and recommendations for improvement in future studies.
4. **Sorting Plan Review**
    - A critical review of the sorting process, identifying what worked well, any issues faced during the operation, and lessons learned to enhance efficiency and data quality in future efforts.
5. **Data Management Review**
    - A detailed description of how sampling and sorting data were managed throughout the study, including data capture methods, quality control procedures, and suggestions for improving data management in future projects.

The Final Sampling and Sorting Report must be clearly organized by source so that operational insights can be evaluated per source. The report will be reviewed and must be approved by DSNY. Each written report must first be submitted as a draft. Comments from the Department must be incorporated into the final version of each draft.

<u>B.3.e. Generating a Database</u>

The Contractor shall develop and deliver a comprehensive, query-able database that captures and organizes all waste composition data collected as part of this study. The database must be designed to allow DSNY staff to efficiently retrieve and analyze data related to compositional data and other relevant metrics. The database shall be submitted no later than ninety (90) days after the completion of all sorting and sampling.

The database must:

- Be structured to handle large datasets with multiple variables, including but not limited to material categories, geographic parameters, time periods, waste streams, and generator types.
- Include user-friendly tools to query data.
- Allow data exports in standard formats such as CSV, Excel, and other relevant file types.

Ongoing Data Input by DSNY: The system must include functionality for DSNY staff to input additional data over time, including but not limited to:

- Annual tonnage data by sector, waste stream, or material type to support future longitudinal analysis and reporting.
- Material-specific weight information (e.g., the average weight of a single unit of a given material) to enable the system to extrapolate estimated material quantities when only weight data is available. For example, this functionality should support queries such as, "*How many units of [material] were generated in [year] based on available tonnage data and average item weight?*"

The input process should be designed with ease of use in mind, allowing DSNY staff to update or append datasets without the need for specialized database management skills.

AI-Powered Interface (Optional Feature):
If within the Contractor's capabilities, and if included in the contract resulting from this RFP, subject to negotiation between DSNY and the Contractor, the system should include an embedded AI-powered or Natural Language Processing ("NLP") interface, with appropriate privacy protections, that enables non-technical users to run plain-language queries such as:

- "*How many tons of cardboard were generated by residential buildings in NYC in 2027?*"
- "*How many units of #1 PET plastic bottles were generated Citywide in 2026?*"

If included in the contract resulting from this RFP, such interface shall operate at DSNY's sole option. If DSNY orders such interface to be shut down at any time during the contract term, then the Contractor shall immediately shut down such interface.

Additional Tasks:

- Documentation detailing database structure, data input protocols, query functionality, and AI interface (if applicable).
- A training session for DSNY staff focused on both querying and maintaining/updating the system to ensure long-term usability.

C. Agency Assumptions Regarding Payment Structure

The contract resulting from this RFP will follow a deliverables-based payment structure. The Contractor will be paid in accordance with the completion of each deliverable as listed in Section II.B.1. DSNY will consider proposals to structure payments in a different manner but reserves the right to select any payment structure that best suits the interests of the City.

DSNY's assumptions regarding the deliverables-based payment structure that will most likely assure that the Contractor will perform the work under the Contract awarded pursuant to this RFP in a manner that is cost-effective for DSNY and most likely to achieve DSNY's goals and objectives are as follows:

1. Payment of Contractor invoices is subject to Contractor compliance with the provisions of the Contract.
2. Payment of Contractor invoices is subject to submission of requisite documentation for all Services provided.
3. Proposers are encouraged to propose deliverable-based outcome measures and related financial incentives and disincentives that they believe will most likely achieve DSNY's goals and objectives in a cost-effective manner. Proposers may also propose more than one approach.

C.1. Balancing Operational Constraints and Statistical Soundness

As this RFP demonstrates, proposers' specification of sample size, number of samples, materials sort categories, sampling periods, and other sampling/statistical elements for each Study component will be crucial to striking the optimal balance between (1) the validity of results and (2) the minimization of project costs and operational burdens. The Department recognizes that this is perhaps the most challenging part of this proposal. Proposers are encouraged to formulate their price proposals such that the Department will be assured that the Contractor makes the best possible effort to strike this balance.

D. *Participation by Minority-Owned and Women-Owned Business Enterprises in City Procurement*

If the contract resulting from this RFP will be subject to M/WBE participation requirements under Section 6-129 of the Administrative Code of the City of New York, as indicated by the inclusion of Schedule B – M/WBE Utilization Plan and the Participation Goals indicated in Part I thereof, proposers must complete the Schedule B – M/WBE Utilization Plan and submit it with their proposal. Please refer to the Schedule B – M/WBE Utilization Plan and the Notice to All Prospective Contractors (Attachments A & B) for information on the M/WBE requirements established for this solicitation and instructions on how to complete the required forms. If the Proposer intends to seek a full or partial waiver of the Participation Goals on the grounds described in Section 10 of the Notice to All Prospective Contractors, including but not limited to, Proposer's intention to use its own forces to perform any or all of the required contract work would result in a failure to attain the Participation Goals, the Proposer must request and obtain from the Agency a full or partial waiver of the Participation Goals (M/WBE Utilization Plan, Part III) in advance of proposal submission and submit the waiver determination with the proposal. Please note that if a partial waiver is obtained, the Proposer is required to submit a completed Schedule B-M/WBE Utilization Plan based on the revised Participation Goals in order to be found responsive.

E. *Compliance with Local Law 34 of 2007*

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

F. *Whistleblower Protection Expansion Act*

Local Law Nos. 30 and 33 of 2012, codified at sections 6-132 and 12-113 of the New York City Administrative Code, the Whistleblower Protection Expansion Act, protect employees of certain City contractors from adverse personnel action based on whistleblower activity relating to a City contract and require contractors to post a notice informing employees of their rights. Please read Section 4.07 of Appendix A carefully.

G. *Compliance with the Iran Divestment Act*

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

H. ***Subcontractor Compliance***

The Contractor will be required to obtain subcontractor approval pursuant to PPB Rule Section 4-13, and will also be required to enter all subcontractor payment information and other related information in the PASSPort system during the contract term. Please read Section 3.02 of Appendix A.

The maximum subcontracting allowed on the contract that will be awarded pursuant to this RFP is 45%.

I. ***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. Please refer to Attachment E for more information.

J. ***Community Hiring Requirements***

Pursuant to Section 3502 of the New York City Charter, the Contract resulting from this RFP will be subject to the Community Hiring requirements set forth in the rules promulgated under Title 74 of the Rules of the City of New York ("Community Hiring Rules"). The Contract, which will have a total value in excess of three million dollars ($3,000,000), will require the Contractor to make best efforts to employ Income-Based Community Hires, as defined under Section 1-02 of the Community Hiring Rules, in order to meet the workforce goal (the "Community Hiring Goal"). Any subcontractor awarded to perform services or other obligation under a sub-agreement exceeding twenty thousand dollars ($20,000) in total dollar value will be required to make best efforts to extend offers of employment to Income-Based Community Hires. Please refer to Attachment F for more information.

The Community Hiring Goal is to hire one Income-Based Community Hire for every five hundred thousand dollars ($500,000) in total value of the Contract resulting from this RFP. For credit towards the Community Hiring Goal, the Income-Based Community Hire hired by the Contractor or subcontractor does not need to perform services under the Contract to be credited towards the fulfillment of the goal.

SECTION IV - FORMAT AND CONTENT OF THE PROPOSAL

Instructions: Proposers must provide all information required in the format below in the PASSPort system. Pages should be paginated, if applicable. The proposal will be evaluated on the basis of its content, not length. Failure to comply with requested pagination specifications will not make the proposal non-responsive.

A. Proposal Format

The Program Proposal is a clear, concise narrative which addresses the following:

1. Experience and Qualifications

Describe the successful relevant experience of the Proposer, each proposed subcontractor if any, and the key staff in providing the work described in the solicitation.

1.a Experience with Projects of Similar Purpose and Scope

The Proposal shall include a summary of the Proposer's recent general experience, as evidence of the firm's strength and depth. In particular, the Proposer must demonstrate experience analyzing the material composition of a generator's solid waste. Such experience shall include (1) waste characterization of a major solid waste stream, (2) field sorting techniques, (3) sampling techniques, and (4) statistical analysis.

For prior waste characterization studies:

- Indicate the client.
- Provide a brief description.
- If applicable, the number of samples collected and sorted.
- If applicable, the aggregate waste generated by the client annually.
- Discuss the Proposer's (or if applicable, the proposed subcontractor's) role in the project.
- Indicate the start and completion date and the dollar value.
- Name, address, e-mail address, and telephone number of a representative of the client who is familiar with the Proposer's performance.
- Copies of any reports that were generated from it.

1.b Experience with Sampling Methods

Proposers must demonstrate prior experience with waste characterization studies and clearly describe the sampling methodologies previously employed. Specifically, proposers should:

- Describe their experience designing detailed sampling methodologies, including sampling selection procedures, logistical planning, and data collection protocols.
- Identify the types of waste streams included in prior studies, and highlight any experience sampling from commercial or construction and demolition waste streams.

- Identify whether they have experience conducting Blind Sampling (also referred to as Real-Time Random Sampling).
- Identify whether they have experience conducting Targeted Sampling (also referred to as Pre-Selective Sampling).
- Provide examples of previous studies where these methods were utilized.
- Explain their understanding of the operational considerations and challenges associated with both sampling techniques, particularly within high-density urban environments.

1.c References

Attach a listing of at least three relevant references, including the name of the reference entity, a brief statement describing the relationship between the Proposer or proposed subcontractor, as applicable, and the reference entity, and the name, title, and telephone number of a contact person at the reference entity, for the Proposer and each proposed subcontractor (if any). References can be the same or different than those listed in the "similar projects" section above.

2. <u>Organizational Capacity and Personnel Qualifications</u>

Demonstrate the Proposer's organizational (i.e., programmatic, technical, managerial, and financial) capability to provide the work described. Specifically address the following:

- Submit an organization outline or chart identifying the chain of command, titles, and duties of its personnel.
- Describe the project team that will be responsible for executing the work under this contract:
    - For each member of the project team that has been selected, indicate his/her name and title (including field supervisors), reporting relationships within the Project, and primary responsibilities.
    - Attach for each key staff position a resume and/or description of the qualifications that will be required. If resumes are submitted on personnel not currently employed by the Proposer, a statement must be provided from that person indicating willingness to accept employment if the contract is awarded. In addition, provide a statement certifying that the proposed key staff will be available for the duration of the contract.
    - For each member of the Project Team not yet selected, indicate the title of the project team member, reporting relationships within the project, primary responsibilities, and a description of the experience and qualifications that will be required.
    - The Project Team must include an operational manager as the team lead and main point of contact. The Project Manager must have a minimum of 5 years' experience working on comparable field-based waste studies, 5 years' experience managing several staff, and a demonstrated understanding of municipal solid waste.
    - Indicate which member(s) would be assigned to sampling, sorting, data analysis, and administrative duties.
    - Indicate which member(s) would be assigned to each shift, ensuring there is a point of contact for DSNY to engage with 24 hours per day, 6 days per week.

- Proposers must demonstrate strong data analysis capabilities and are encouraged to provide examples of prior reports and analyses from previous waste characterization studies or similar field-based waste studies. The submission should highlight the Proposer's experience in producing high-quality data outputs, including sampling summaries and statistical analyses.
- Proposers must demonstrate a clear understanding of New York City's geography and waste management system, as well as DSNY's operations.
- Confirm that the Proposer and all proposed subcontractors can meet the insurance requirements outlined in Schedule A of Appendix A.
- Demonstrate how the Proposer will ensure that the required levels of insurance will be available for the duration of the contract period.
- Attach a copy of the Proposer's latest audit report or certified financial statement, or a statement explaining why none is available.

Proposer Capacity:

Equipment Capabilities
Proposers must demonstrate the ability to provide all necessary equipment to support sampling and sorting operations. This includes, but is not limited to:

- Multiple trucks and a sufficient number of carts to transport and manage waste samples. All City-contracted vehicles used by the Contractor in the performance of the contract resulting from this RFP must comply with the requirements of the New York City Mayoral Executive Order No. 39 Rider (Attachment D).
- Sorting equipment such as tables, scales, buckets, brooms, shovels, and any other tools required for efficient and safe sampling, sorting, and weighing activities.

Proposers should specify the type, quantity, and condition of the equipment they will provide and explain how they will ensure that all equipment is properly maintained and available on-site throughout the project duration.

Staff Facilities

Proposers must demonstrate that they can provide adequate relief and welfare facilities for all Proposer staff that will be working on-site. This includes, but is not limited to:

- Access to portable restroom facilities for use at the sort site.
- A designated break area or shelter to protect staff from inclement weather and ensure worker safety and comfort during breaks.
- Any additional amenities necessary to comply with occupational health and safety standards and labor regulations.

Staff Transportation

Proposers must provide transportation for seasonal staff to and from the site. The transportation plan should ensure reliable and timely arrival and departure of staff to meet daily operational schedules.

Proposers must describe how they will manage and coordinate staff transportation throughout the project, including contingency plans for service disruptions or emergencies.

Communications Protocols

Proposers must submit a clear and detailed communications plan outlining how they will coordinate all project personnel and maintain seamless communication with DSNY throughout the project, including during non-standard hours. The plan should address:

- How the Proposer will ensure effective communication among field staff, sorting staff, and sampling staff.
- How real-time coordination will be maintained with DSNY staff at transfer stations and other operational locations.
- Identification of key points of contact and escalation procedures for addressing urgent issues or incidents, including after-hours support (24/7 availability).
- Tools and methods to be used (e.g., radios, mobile devices, digital platforms) to ensure reliable and timely communication across all parties.

Technology and Data Collection Tools

Proposers must describe the technology and tools they will use to support sorting, weighing, and data recording activities. The description should include:

- The equipment used to sort and weigh material (e.g., types of scales, sorting tables, specialized instruments).
- The data collection tools and software platforms that will be used to record, store, and manage data in the field (e.g., tablets, mobile apps, databases).
- Any quality assurance/quality control ("QA/QC") procedures integrated into the technology to ensure accurate data collection and reporting.

Proposers should also detail how data will be securely backed up and transmitted to DSNY, and whether real-time data reporting or dashboards will be available during the project.

24/7 Sort Site Staffing

Proposers must demonstrate that they will establish and maintain a staff presence at the sort site for the duration of the project.

At minimum, the Proposer must ensure the following:

- A qualified staff member (e.g., field supervisor or site coordinator) must be present at the sort site at all times during active field operations, including setup and clean-up periods.

- This staff member will serve as the primary point of contact for DSNY personnel on-site, facilitating real-time communication and coordination related to sampling, sorting, and logistical issues.
- Staff must be equipped with necessary communication tools (e.g., mobile phones, radios, laptops) to support seamless coordination between the field teams and DSNY.

Proposers must describe how the sort site will be staffed, outfitted, and maintained to ensure efficient site management and immediate responsiveness to DSNY's needs.

3. Proposed Approach

Describe in detail how the Proposer will perform the work described in Section II.B of this RFP and demonstrate that the Proposer's approach will fulfill the Agency's goals and objectives. Specifically address the following:

A. Technical Proposal

The Technical Proposal must begin with a clear and thorough demonstration of the Proposer's understanding of the project's goals, objectives, and operational context. The Proposer should address the complexity of conducting a waste characterization study in New York City's diverse and dense environment, and the importance of generating reliable, actionable data.

The Technical Proposal must then provide a detailed, task-by-task approach aligned with the numbered points in each Task outlined in Section III.B of this RFP. While proposers are not expected to submit a fully developed sampling or sorting methodology, they must demonstrate a clear understanding of how each component of the Study could be executed. This includes articulating a preliminary strategy based on the information provided in this RFP and its attachments, particularly with regard to sampling across complex systems. Proposals should reflect a thoughtful and practical understanding of the logistical, operational, and statistical challenges associated with each stream and show readiness to refine approaches in close coordination with DSNY during the planning phase.

Proposers are strongly encouraged to present thoughtful, creative solutions and to critically assess existing guidelines. Where proposers suggest deviations, innovations, or improvements to the baseline Study design as outlined in this RFP, such departures must be clearly identified and supported by a rationale that reflects experience and awareness of real-world constraints.

The Technical Proposal must include, at a minimum, the following sections:

A - 1. Sampling Operations

Based on publicly available data, reporting, and the attachments to this RFP, proposers must provide a preliminary operational plan for how sampling will occur. A fully developed sampling plan is not required at this stage, as it will be created in coordination with DSNY once a Contractor has been selected. However, proposers must include operational details on how their team typically conducts sampling in the field.

Submissions should include:

- Specific procedures for gathering samples and safely handling waste in the field.
- The types of equipment typically used for sampling and material handling.
- Typical team composition and staffing levels for field operations.
- The types of vehicles or trucks used to transport samples.
- Communication tools or coordination systems used to manage the field team and respond to logistical issues.
- How sample sizes will be determined to ensure statistically representative data is collected across all streams and time periods.

A - 2. Sorting Operations

- Based on the material category list in Attachment H, a description of a preliminary sorting process, including the flow of materials from main material categories to subcategories. Visual diagrams are encouraged.
- A description of how sorting processes will be developed and operationalized for streams that require a new or modified category list.
- Staffing plan for sort site operations, including personnel assigned to each role (e.g., sorters, data recorders, and field supervisors).
- A description of the health and safety measures that will be employed, including PPE use, site safety protocols, and worker welfare provisions (e.g., break areas and sanitation facilities).
- A list of equipment and supplies to be used on-site, including sorting tables, scales, carts, bins, buckets, and any other specialized tools required.

A - 3. Data Collection and Analysis

- A preliminary plan for how sorting and sampling data will be recorded in real time, including descriptions of the data collection tools and software to be used (e.g., handheld devices, databases, spreadsheets).
- Quality control and assurance measures to ensure data accuracy, completeness, and consistency throughout the study.
- A contingency plan to ensure copies of data are maintained to prevent loss of work.
- The statistical approach that will be used to ensure data representativeness and validity.
- A workflow for how raw data will be reviewed, cleaned, and prepared for analysis, including documentation of any assumptions or adjustments made during processing.
- An outline of the data analysis plan, including methods for extrapolating sample findings to the broader population (e.g., residential units Citywide).

A - 4. Reporting and Deliverables

- A clear schedule for delivering all required reports and data submissions, including interim progress updates and the Final Sampling and Sorting Report.
- A description of how the Proposer will structure the Final Sampling and Sorting Report, which must include:

    - Total samples collected per stream and period relative to targets.
    - Explanations for any missed or incomplete samples.
    - An Operational After-Action Review documenting field challenges and resolutions.
    - A review of the sampling and sorting plan execution, with recommendations for future improvements.
    - A review of data management practices and any suggestions for enhancing future study efficiency and accuracy.
- Description of how visual aids (e.g., charts, tables, maps) will be incorporated into reports to enhance data presentation.
- Whether an AI-powered or Natural Language Processing interface will be incorporated into the final database.

A - 5. Work Plan

The Technical Proposal must include a concise description of how the Proposer intends to structure the project in terms of allocation of the firm's resources, including analytical staff, to respond to the project's demands in a timely and effective way. An organizational chart for key personnel including field supervision shall be provided with an explanation of their prime responsibilities. A hiring plan for sorting crews shall be included. The Technical Proposal must identify the names and addresses of any proposed subcontractor(s) and describe the nature and extent of the work to be performed by each, as well as providing all background information required by the Proposer. The utilization of subcontractors shall not relieve the Proposer of full responsibility for the work to be performed. In this section, the Proposer shall identify any arrangements, facilities, or services which may be required of the Department to perform the work.

A - 6. Proposed Study Timetable

The Technical Proposal shall include a proposed Timetable, clearly outlining milestones and deliverables and their submission dates relative to contract signing and deadlines established by DSNY.

A - 7. Proposed Set-Up and Breakdown Schedule

Proposers must include a detailed timeline for daily site setup and clean-up activities. The timeline should outline the duration and key tasks required to prepare the site for sorting operations, as well as end-of-day breakdown and site restoration. Proposers should also identify the staff responsible for these activities and describe any equipment or logistical considerations necessary to ensure efficient and safe setup and clean-up procedures.

A - 8. Proposer's Supplementary Information

This RFP should be used by proposers as an outline for preparing their proposals. Proposers who wish to submit information not specifically requested in this RFP should do so in this section. Additional work should be clearly identified as such. Supplementary information will be given consideration; however, all proposals must adhere to the guidelines and requirements of this RFP.

A - 9. Subcontracting

Identify the name and address of each proposed subcontractor to be deployed, and for each, describe the nature and extent of the work it will perform, its relevant experience, and the experience, qualifications, and certifications of its proposed key staff. For each anticipated subcontractor that is materially important to the Contract resulting from this RFP, the Contractor must complete and submit a Subcontractor Approval Form.

Please note that purchasing goods from suppliers will not be counted toward the fulfillment of this RFP's M/WBE goals.

B. Price Proposal

The Contract awarded pursuant to this RFP will follow a deliverables-based payment structure. DSNY will consider proposals to structure payments in a different manner, but reserves the right to select any payment structure that best suits the interests of the City.

The Price Proposal shall include the price with a cost breakdown for each numbered point of each deliverable outlined in the Section II.B.1, for each Study Component. If alternatives are presented for any one point, each should be assigned a separate price.

Acknowledgment of Addenda

The Acknowledgment of Addenda (to be completed electronically) serves as the Proposer's acknowledgment of the receipt of addenda to this RFP which may have been issued by the Agency prior to the Proposal Due Date and Time, as set forth in Section I (D), above. If any addenda to this RFP are issued, the Proposer must complete this certification as instructed in PASSPort.

Proposal Package Contents ("Checklist")

Proposers should utilize this section as a "checklist" to assure completeness prior to submitting their proposal to the Agency.

The Proposal Package, which is submitted electronically through the PASSPort system, must contain the following materials:

1. Experience and Qualifications
    - Experience with Projects of Similar Purpose and Scope
    - References for the Proposer and subcontractor(s)
    - Experience with Sampling Methods

- Certification of Compliance with Minimum Qualification Requirements for this RFP, as outlined above

2. Organizational Capacity and Personnel Qualifications
    - Resumes and/or Description of Qualifications for Key Staff Positions
    - Project Team Description
    - All operational and personnel capacity requirements as listed in Section II.F.

3. Proposed Approach
    - Technical proposal
    - Sampling Operations
    - Sorting Operations
    - Data Collection and Analysis
    - Reporting and Deliverables
    - Work Plan
    - Timetable and Schedule
    - Supplementary Information

4. Other Requirements
    - Audit Report or Certified Financial Statement or a statement as to why no report or statement is available.
    - Certification of Compliance with Iran Divestment Act
    - Certification of Compliance with MacBride Principles Provisions
    - Tax Affirmation
    - Acknowledgment of Addenda
    - Price Proposal
    - Proposed Performance-Based Payment Structure (if any)
    - "Subcontractor Utilization Plan" (Schedule B, Part II) or;
        - Approved Waiver of Target Subcontracting Percentage (Schedule B, Part III) or;
        - "Subcontractor Utilization Plan" (Schedule B, Part II) and Approved **Partial** Waiver of Target Subcontracting Percentage (Schedule B, Part III)
    - Local Law 34 Compliance

SECTION V - PROPOSAL EVALUATION AND CONTRACT AWARD PROCEDURES

A. Evaluation Procedures

All proposals accepted by the Agency will be reviewed to determine whether they are responsive or non-responsive to the requirements of this RFP. Proposals that are determined by the Agency to be non-responsive will be rejected. The Agency’s Evaluation Committee will evaluate and rate all remaining proposals based on the Evaluation Criteria prescribed below. The Agency reserves the right to conduct site visits and/or interviews and/or to request that proposers make presentations and/or demonstrations, as the Agency deems applicable and appropriate. Although discussions may be conducted with proposers submitting acceptable proposals, the Agency reserves the right to award contracts on the basis of initial proposals received, without discussions; therefore, the Proposer’s initial proposal should contain its best programmatic and price terms.

Best Value RFP: The Agency's Evaluation Committee will review and rate each responsive technical proposal. The proposals will be ranked in order of highest to lowest technical score and the Agency will establish a shortlist by establishing a minimum threshold score for technically viable proposals. The minimum threshold score for technically viable proposals is 75%. Proposals submitted by State or City-certified M/WBEs that meet or surpass the minimum threshold score will then be given a point preference of 10% of the total technical points earned by that M/WBE in the evaluation of its proposal. Price will account for 20% of the total evaluation criteria and will be considered alongside technical scores in determining the best value award.

B. Evaluation Criteria

Demonstrated quantity and quality of successful relevant experience	**30%**
Demonstrated level of organizational capability	**20%**
Quality of proposed approach	**30%**
Price	**20%**
	TOTAL: 100%

C. Basis for Contract Award

A contract will be awarded to the responsible and responsive proposer whose proposal is determined to be the most advantageous to the City, taking into consideration such factors or criteria which are set forth in this RFP. Contract award shall be subject to: (1) demonstration of experience, capacity, capability, and approach and (2) the timely completion of contract negotiations between the Agency and the selected Proposer.

SECTION VI - GENERAL INFORMATION TO PROPOSERS

A. Complaints. The New York City Comptroller is charged with the audit of contracts in New York City. Any proposer who believes that there has been unfairness, favoritism or impropriety in the proposal process should inform the Comptroller, Office of Contract Administration, 1 Centre Street, Room 1005, New York, NY 10007; contract@comptroller.nyc.gov, or at (212) 669-2323. In addition, the New York City Department of Investigation should be informed of such complaints at its Investigations Division, 80 Maiden Lane, New York, NY 10038; the telephone number is (212) 825-5959.

B. Applicable Laws. This Request for Proposals and the resulting contract award(s), if any, unless otherwise stated, are subject to all applicable provisions of New York State Law, the New York City Administrative Code, New York City Charter and New York City Procurement Policy Board (PPB) Rules. A copy of the PPB Rules may be obtained by contacting the PPB at (212) 788-0010 or at: http://www.nyc.gov/html/mocs/ppb/html/home/home.shtml.

C. General Contract Provisions. Contracts shall be subject to New York City's general contract provisions, in substantially the form that they appear in "Appendix A—General Provisions Governing Contracts for Consultants, Professional and Technical Services" or, if the Agency utilizes other than the formal Appendix A, in substantially the form that they appear in the Agency's general contract provisions. A copy of the applicable document is available through the Authorized Agency Contact Person.

D. Contract Award. Contract award is subject to each of the following applicable conditions and any others that may apply: New York City Fair Share Criteria; New York City MacBride Principles Law; submission by the proposer of the requisite New York City Department of Business Services/Division of Labor Services Employment Report and certification by that office; submission by the proposer of the requisite PASSPort Questionnaires/Affidavits of No Change and review of the information contained therein by the New York City Department of Investigation; all other required oversight approvals; applicable provisions of federal, state and local laws and executive orders requiring affirmative action and equal employment opportunity; and Section 6-108.1 of the New York City Administrative Code relating to the Local Based Enterprises program and its implementation rules.

E. Proposer Appeal Rights. Pursuant to New York City's Procurement Policy Board Rules, proposers have the right to appeal Agency non-responsiveness determinations and Agency non-responsibility determinations and to protest an Agency's determination regarding the solicitation or award of a contract.

F. Multi-Year Contracts. Multi-year contracts are subject to modification or cancellation if adequate funds are not appropriated to the Agency to support continuation of performance in any City fiscal year succeeding the first fiscal year and/or if the contractor's performance is not satisfactory. The Agency will notify the contractor as soon as is practicable that the funds are, or are not, available for the continuation of the multi-year contract for each succeeding City fiscal year. In the event of cancellation, the contractor will be reimbursed for those costs, if any, which are so provided for in the contract.

G. Prompt Payment Policy. Pursuant to the New York City's Procurement Policy Board Rules, it is the policy of the City to process contract payments efficiently and expeditiously.

H. Prices Irrevocable. Prices proposed by the proposer shall be irrevocable until contract award, unless the proposal is withdrawn. Proposals may only be withdrawn by submitting a written request to the Agency prior to contract award but after the expiration of 90 days after the opening of proposals. This shall not limit the discretion of the Agency to request proposers to revise proposed prices through the submission of best and final offers and/or the conduct of negotiations.

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

J. RFP Postponement/Cancellation. The Agency reserves the right to postpone or cancel this RFP, in whole or in part, and to reject all proposals.

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

L. PASSPort Fees. Pursuant to PPB Rule 2-08(f)(2), the contractor will be charged a fee for the administration of the PASSPort system, including the Vendor Name Check Process, if a Vendor Name Check review is required to be conducted by the Department of Investigation. The contractor shall also be required to pay the applicable fees for any of its subcontractors for which Vendor Name Check reviews are required. The fee(s) will be deducted from payments made to the contractor under the contract. For contracts with an estimated value of less than or equal to $1,000,000, the fee will be $175. For contracts with an estimated value of greater than $1,000,000, the fee will be $350. The estimated value for each contract resulting from this RFP is estimated to be above $1 million.

M. Charter Section 312(a) Certification.

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

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

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

Agency Chief Contracting Officer	07/13/2026 Date

APPENDIX A

GENERAL PROVISIONS GOVERNING CONTRACTS FOR CONSULTANTS, PROFESSIONAL, TECHNICAL, HUMAN, AND CLIENT SERVICES

ARTICLE 1 - DEFINITIONS

Section 1.01 Definitions

The following words and expressions, or pronouns used in their stead, shall, wherever they appear in this Agreement, be construed as follows, unless a different meaning is clear from the context:

A. "Agency Chief Contracting Officer" or "ACCO" means the position delegated authority by the Agency Head to organize and supervise the procurement activity of subordinate Agency staff in conjunction with the City Chief Procurement Officer.

B. "Agreement" means the various documents, including this Appendix A, that constitute the contract between the Contractor and the City.

C. "City" means the City of New York.

D. "City Chief Procurement Officer" or "CCPO" means the position delegated authority by the Mayor to coordinate and oversee the procurement activity of Mayoral agency staff, including the ACCOs.

E. "Commissioner" or "Agency Head" means the head of the Department or his or her duly authorized representative. The term "duly authorized representative" shall include any person or persons acting within the limits of his or her authority.

F. "Comptroller" means the Comptroller of the City of New York.

G. "Contractor" means the entity entering into this Agreement with the City.

H. "Days" means calendar days unless otherwise specifically noted to mean business days.

I. "Department" or "Agency" means the City agency or office through which the City has entered into this Agreement.

J. "Law" or "Laws" means the New York City Charter ("Charter"), the New York City Administrative Code ("Admin. Code"), a local rule of the City of New York, the Constitutions of the United States and the State of New York, a statute of the United States or of the State of New York and any ordinance, rule or regulation having the force of law and adopted pursuant thereto, as amended, and common law.

K. "Procurement Policy Board" or "PPB" means the board established pursuant to Charter § 311 whose function is to establish comprehensive and consistent procurement policies and rules that have broad application throughout the City.

L. "PPB Rules" means the rules of the Procurement Policy Board as set forth in Title 9 of the Rules of the City of New York ("RCNY"), § 1-01 *et seq*.

M. "SBS" means the New York City Department of Small Business Services.

N. "State" means the State of New York.

ARTICLE 2 – REPRESENTATIONS, WARRANTIES, CERTIFICATIONS, AND DISCLOSURES

Section 2.01 Procurement of Agreement

A. The Contractor represents and warrants that, with respect to securing or soliciting this Agreement, the Contractor is in compliance with the requirements of the New York State Lobbying Law (Legislative Law §§ 1-a *et seq*.). The Contractor makes such representation and warranty to induce the City to enter into this Agreement and the City relies upon such representation and warranty in the execution of this Agreement.

B. For any breach or violation of the representation and warranty set forth in Paragraph A above, the Commissioner shall have the right to annul this Agreement without liability, entitling the City to recover all monies paid to the Contractor; and the Contractor shall not make claim for, or be entitled to recover, any sum or sums due under this Agreement. The rights and remedies of the City provided in this Section 2.01(B) are not exclusive and are in addition to all other rights and remedies allowed by Law or under this Agreement.

Section 2.02 Conflicts of Interest

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

B. Consistent with Charter § 2604 and other related provisions of the Charter, the Admin. Code and the New York State Penal Law, no elected official or other officer or employee of the City, nor any person whose salary is payable, in whole or in part, from the City Treasury, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or other entity in which he or she is, directly or indirectly, interested; nor shall any such official, officer, employee, or person have any interest in, or in the proceeds of, this Agreement. This Section 2.02(B) shall not prevent directors, officers, members, partners, or employees of the Contractor from participating in decisions relating to this Agreement where their sole personal interest is in the Contractor.

C. The Contractor 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 Contractor if such employment or service would violate Chapter 68 of the Charter.

Section 2.03 Certification Relating to Fair Practices

A. The Contractor and each person signing on its behalf certifies, under penalties of perjury, that to the best of its, his or her knowledge and belief:

1. The prices and other material terms set forth in this Agreement have been arrived at independently, without collusion, consultation, communication, or agreement with any other bidder or proposer or with any competitor as to any matter relating to such prices or terms for the purpose of restricting competition;

2. Unless otherwise required by Law or where a schedule of rates or prices is uniformly established by a government agency through regulation, policy, or directive, the prices and other material terms set forth in this Agreement that have been quoted in this Agreement and on the bid or proposal submitted by the Contractor have not been knowingly disclosed by the Contractor, directly or indirectly, to any other bidder or proposer or to any competitor prior to the bid or proposal opening; and

3. No attempt has been made or will be made by the Contractor to induce any other person or entity to submit or not to submit a bid or proposal for the purpose of restricting competition.

B. The fact that the Contractor (i) has published price lists, rates, or tariffs covering items being procured, (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (iii) has sold the same items to other customers at the same prices and/or terms being bid or proposed, does not constitute, without more, a disclosure within the meaning of this Section 2.03.

Section 2.04 Disclosures Relating to Vendor Responsibility

The Contractor represents and warrants that it has duly executed and filed all disclosures as applicable, in accordance with Admin. Code § 6-116.2, PPB Rule § 2-08, and the policies and procedures of the Mayor's Office of Contract Services. The Contractor acknowledges that the Department's reliance on the completeness and veracity of the information stated therein is a material condition to the execution of this Agreement, and the Contractor represents and warrants that the information it and its principals have provided is accurate and complete.

Section 2.05 Disclosure Relating to Bankruptcy and Reorganization

If the Contractor files for bankruptcy or reorganization under Chapter Seven or Chapter Eleven of the United States Bankruptcy Code, the Contractor shall disclose such action to the Department within seven days of filing.

Section 2.06 Authority to Execute Agreement

The Contractor represents and warrants that: (i) its execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate action on its part; (ii) it has all necessary power and authority to execute, deliver and perform its obligations under this Agreement; and (iii) once executed and delivered, this Agreement will constitute its legal, valid and binding obligation, enforceable in accordance with its terms.

ARTICLE 3 - ASSIGNMENT AND SUBCONTRACTING

Section 3.01 Assignment

A. The Contractor shall not assign, transfer, convey, or otherwise dispose of this Agreement, or the right to execute it, or the right, title, or interest in or to it or any part of it, or assign, by power of attorney or otherwise, any of the monies due or to become due under this Agreement, without the prior written consent of the Commissioner. The giving of any such consent to a particular assignment shall not dispense with the necessity of such consent to any further or other assignments. Any such assignment, transfer, conveyance, or other disposition without such written consent shall be void.

B. Before entering into any such assignment, transfer, conveyance, or other disposal of this Agreement, the Contractor shall submit a written request for approval to the Department giving the name and address of the proposed assignee. The proposed assignee's disclosure that is required by PPB Rule § 2-08(e) must be submitted within 30 Days after the ACCO has granted preliminary written approval of the proposed assignee, if required. Upon the request of the Department, the Contractor shall provide any other information demonstrating that the proposed assignee has the necessary facilities, skill, integrity, past experience, and financial resources to perform the specified services in accordance with the terms and conditions of this Agreement. The Department shall make a final determination in writing approving or disapproving the assignee after receiving all requested information.

C. Failure to obtain the prior written consent to such an assignment, transfer, conveyance, or other disposition may result in the revocation and annulment of this Agreement, at the option of the Commissioner. The City shall thereupon be relieved and discharged from any further liability and obligation to the Contractor, its assignees, or transferees, who shall forfeit all monies earned under this Agreement, except so much as may be necessary to pay the Contractor's employees.

D. The provisions of this Section 3.01 shall not hinder, prevent, or affect an assignment by the Contractor for the benefit of its creditors made pursuant to the Laws of the State.

E. This Agreement may be assigned, in whole or in part, by the City to any corporation, agency, or instrumentality having authority to accept such assignment. The City shall provide the Contractor with written notice of any such assignment.

Section 3.02 Subcontracting

A. In accordance with PPB Rule § 4-13, all subcontractors must be approved by the Department prior to commencing work under a subcontract.

1. *Approval when subcontract is $20,000 or less.* The Department hereby grants approval for all subcontractors providing services covered by this Agreement pursuant to a subcontract in an amount that does not exceed $20,000.00. The Contractor must submit monthly reports to the Department listing all such subcontractors and shall list the subcontractor in the City's Payee Information Portal (www.nyc.gov/pip).

2. Approval when subcontract is greater than $20,000.

a. The Contractor shall not enter into any subcontract for an amount greater than $20,000.00 without the prior approval by the Department of the subcontractor.

b. Prior to entering into any subcontract for an amount greater than $20,000.00, the Contractor shall submit a written request for the approval of the proposed subcontractor to the Department giving the name and address of the proposed subcontractor, the portion of the work and materials that it is to perform and furnish, and the estimated cost of the subcontract. If the subcontractor is providing professional services under this Agreement for which professional liability insurance or errors and omissions insurance is reasonably commercially available, the Contractor shall submit proof of professional liability insurance in the amount required by Article 7. In addition, the Contractor shall list the proposed subcontractor in the City's Payee Information Portal (www.nyc.gov/pip) and provide the following information: maximum subcontract value, description of subcontractor work, start and end date of the subcontract, and the subcontractor's industry.[1]

c. Upon receipt the information required above, the Department in its discretion may grant or deny preliminary approval for the Contractor to contract with the subcontractor.

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[1] Assistance establishing a Payee Information Portal account and using the system may be obtained by emailing the Financial Information Services Agency Help Desk at pip@fisa.nyc.gov.

d. The Department shall notify the Contractor within 30 Days whether preliminary approval has been granted. If preliminary approval is granted, the Contractor shall provide such documentation as may be requested by the Department to show that the proposed subcontractor has the necessary facilities, skill, integrity, past experience and financial resources to perform the required work, including, the proposed subcontract and/or any of the items listed in PPB Rule 4-13(d)(3).

e. Upon receipt of all relevant documentation, the Department shall notify the Contractor in writing whether the proposed subcontractor is approved. If the proposed subcontractor is not approved, the Contractor may submit another proposed subcontractor unless the Contractor decides to do the work. No subcontractor shall be permitted to perform work unless approved by the Department.

f. For proposed subcontracts that do not exceed $25,000.00, the Department's approval shall be deemed granted if the Department does not issue a written approval or disapproval within 45 Days of the Department's receipt of the written request for approval or, if PPB Rule 2-08(e) is applicable, within 45 Days of the Department's acknowledged receipt of fully completed disclosures for the subcontractor.

B. All subcontracts must be in writing. All subcontracts shall contain provisions specifying that:

1. The work performed by the subcontractor must be in accordance with the terms of the Agreement between the City and the Contractor;

2. Nothing contained in the agreement between the Contractor and the subcontractor shall impair the rights of the City;

3. Nothing contained in the agreement between the Contractor and the subcontractor, or under the Agreement between the City and the Contractor, shall create any contractual relation between the subcontractor and the City; and

4. The subcontractor specifically agrees to be bound by Section 4.05(D) and Article 5 of this Appendix A and specifically agrees that the City may enforce such provisions directly against the subcontractor as if the City were a party to the subcontract.

C. The Contractor agrees that it is as fully responsible to the Department for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by such subcontractors as it is for the acts and omissions of any person directly employed by it.

D. For determining the value of a subcontract, all subcontracts with the same subcontractor shall be aggregated.

E. The Department may revoke the approval of a subcontractor granted or deemed granted pursuant to Section 3.02(A) if revocation is deemed to be in the interest of the City in writing on no less than 10 Days' notice unless a shorter period is warranted by considerations of health, safety, integrity issues, or other similar factors. Upon the effective date of such revocation, the Contractor shall cause the subcontractor to cease all work under the Agreement. The City shall not incur any further obligation for services performed by such subcontractor pursuant to this Agreement beyond the effective date of the revocation. The City shall pay for services provided by the subcontractor in accordance with this Agreement prior to the effective date of revocation.

F. The Department's approval of a subcontractor shall not relieve the Contractor of any of its responsibilities, duties, and liabilities under this Agreement. At the request of the Department, the Contractor shall provide the Department a copy of any subcontract.

G. Individual employer-employee contracts are not subcontracts subject to the requirements of this Section 3.02.

H. The Contractor shall report in the City's Payee Information Portal payments made to each subcontractor within 30 days of making the payment. If any of the information provided in accordance with Section 3.02(A)(2)(b) changes during the term of this Agreement, the Contractor shall update the information in such Portal accordingly. Failure of the Contractor to list a subcontractor and/or to report subcontractor payments in a timely fashion may result in the Department declaring the Contractor in default of the Agreement and will subject Contractor to liquidated damages in the amount of $100 per day for each day that the Contractor fails to identify a subcontractor along with the required information about the subcontractor and/or fails to report payments to a subcontractor, beyond the time frames set forth herein or in the notice from the City.

ARTICLE 4 - LABOR PROVISIONS

Section 4.01 Independent Contractor Status

The Contractor and the City agree that the Contractor is an independent contractor and not an employee, subsidiary, affiliate, division, department, agency, office, or unit of the City. Accordingly, the Contractor and its employees, officers, and agents shall not, by reason of this Agreement or any performance pursuant to or in connection with this Agreement, assert the existence of any relationship or status on the part of the Contractor, with respect to the City, that differs from or is inconsistent with that of an independent contractor.

Section 4.02 Employees and Subcontractors

All persons who are employed by the Contractor and all the Contractor's subcontractors (including without limitation, consultants and independent contractors) that are retained to perform services under or in connection with this Agreement are neither employees of the City nor under contract with the City. The Contractor, and not the City, is responsible for their work, direction, compensation, and personal conduct while the Contractor is engaged under this Agreement. Nothing in this Agreement, and no entity or person's performance pursuant to or in connection with this Agreement, shall create any relationship between the City and the Contractor's employees, agents, subcontractors, or subcontractor's employees or agents (including without limitation, a contractual relationship, employer-employee relationship, or quasi-employer/quasi-employee relationship) or impose any liability or duty on the City (i) for or on account of the acts, omissions, liabilities, rights or obligations of the Contractor, its employees or agents, its subcontractors, or its subcontractor's employees or agents (including without limitation, obligations set forth in any collective bargaining agreement); or (ii) for taxes of any nature; or (iii) for any right or benefit applicable to an official or employee of the City or to any officer, agent, or employee of the Contractor or any other entity (including without limitation, Workers' Compensation coverage, Employers' Liability coverage, Disability Benefits coverage, Unemployment Insurance benefits, Social Security coverage, employee health and welfare benefits or employee retirement benefits, membership or credit). The Contractor and its employees, officers, and agents shall not, by reason of this Agreement or any performance pursuant to or in connection with this Agreement, (i) hold themselves out as, or claim to be, officials or employees of the City, including any department, agency, office, or unit of the City, or (ii) make or support in any way on behalf of or for the benefit of the Contractor, its employees, officers, or agents any demand, application, or claim upon or against the City for any right or benefit applicable to an official or employee of the City or to any officer, agent, or employee of the Contractor or any other entity. Except as specifically stated in this Agreement, nothing in the Agreement and no performance pursuant to or in connection with the Agreement shall impose any liability or duty on the City to any person or entity whatsoever.

Section 4.03 Removal of Individuals Performing Work

The Contractor shall not have anyone perform work under this Agreement who is not competent, faithful, and skilled in the work for which he or she shall be employed. Whenever the Commissioner shall inform the Contractor, in writing, that any individual is, in his or her opinion, incompetent, unfaithful, or unskilled, such individual shall no longer perform work under this Agreement. Prior to making a determination to direct a Contractor that an individual shall no longer perform work under this Agreement, the Commissioner shall provide the Contractor an opportunity to be heard on no less than five Days' written notice. The Commissioner may direct the Contractor to prohibit the individual from performing work under the Agreement pending the opportunity to be heard and the Commissioner's determination.

Section 4.04 Minimum Wage; Living Wage

A. Except for those employees whose minimum wage is required to be fixed in accordance with N.Y. Labor Law §§ 220 or 230 or by Admin. Code § 6-109, all persons employed by the Contractor in the performance of this Agreement shall be paid, without subsequent deduction or rebate, unless expressly authorized by Law, not less than the minimum wage as prescribed by Law. Any breach of this Section 4.04 shall be deemed a material breach of this Agreement.

B. If this Agreement involves the provision of homecare services, day care services, head start services, services to persons with cerebral palsy, building services, food services, or temporary services, as those services are defined in Admin. Code § 6-109 ("Section 6-109"), in accordance with Section 6-109, the Contractor agrees as follows:

1. The Contractor shall comply with the requirements of Section 6-109, including, where applicable, the payment of either a prevailing wage or a living wage, as those terms are defined in Section 6-109.

2. The Contractor shall not retaliate, discharge, demote, suspend, take adverse employment action in the terms and conditions of employment or otherwise discriminate against any employee for reporting or asserting a violation of Section 6-109, for seeking or communicating information regarding rights conferred by Section 6-109, for exercising any other rights protected under Section 6-109, or for participating in any investigatory or court proceeding relating to Section 6-109. This protection shall also apply to any employee or his or her representative who in good faith alleges a violation of Section 6-109, or who seeks or communicates information regarding rights conferred by Section 6-109 in circumstances where he or she in good faith believes it applies.

3. The Contractor shall maintain original payroll records for each of its covered employees reflecting the days and hours worked on contracts, projects, or assignments that are subject to the requirements of Section 6-109, and the wages paid and benefits provided for such hours worked. The Contractor shall maintain these records for the duration of the term of this Agreement and shall retain them for a period of four years after completion of this Agreement. For contracts involving building services, food services, or temporary services, the Contractor shall submit copies of payroll records, certified by the Contractor under penalty of perjury to be true and accurate, to the Department with every requisition for payment. For contracts involving homecare, day care, head start or services to persons with cerebral palsy, the Contractor shall submit either certified payroll records or categorical information about the wages, benefits, and job classifications of covered employees of the Contractor, and of any subcontractors, which shall be the substantial equivalent of the information required in Section 6-109(2)(a)(iii).

4. The Contractor and all subcontractors shall pay all covered employees by check and shall provide employees check stubs or other documentation at least once each month containing information sufficient to document compliance with the requirements of the Living Wage Law concerning living wages, prevailing wages, supplements, and health benefits. In addition, if this Agreement is for an amount greater than $1,000,000.00, checks issued by the Contractor to covered employees shall be generated by a payroll service or automated payroll system (an in-house system may be used if approved by the Department). For any subcontract for an amount greater than $750,000.00, checks issued by a subcontractor to covered employees shall be generated by a payroll service or automated payroll system (an in-house system may be used if approved by the Department).

5. The Department will provide written notices to the Contractor, prepared by the Comptroller, detailing the wages, benefits, and other protections to which covered employees are entitled under Section 6-109. Such notices will be provided in English, Spanish and other languages spoken by ten percent or more of a covered employer's covered employees. Throughout the term of this Agreement, the Contractor shall post in a prominent and accessible place at every work site and provide each covered employee a copy of the written notices provided by the Department. The Contractor shall provide the notices to its subcontractors and require them to be posted and provided to each covered employee.

6. The Contractor shall ensure that its subcontractors comply with the requirements of Section 6-109, and shall provide written notification to its subcontractors of those requirements. All subcontracts made by the Contractor shall be in writing and shall include provisions relating to the wages, supplements, and health benefits required by Section 6-109. No work may be performed by a subcontractor employing covered employees prior to the Contractor entering into a written subcontract with the subcontractor.

7. Each year throughout the term of the Agreement and whenever requesting the Department's approval of a subcontractor, the Contractor shall submit to the Department an updated certification, as required by Section 6-109 and in the form of the certification attached to this Agreement, identifying any changes to the current certification.

8. Failure to comply with the requirements of Section 6-109 may, in the discretion of the Department, constitute a material breach by the Contractor of the terms of this Agreement. If the Contractor and/or subcontractor receives written notice of such a breach and fails to cure such breach within 30 Days, the City shall have the right to pursue any rights or remedies available under this Agreement or under applicable law, including termination of the Agreement. If the Contractor fails to perform in accordance with any of the requirements of Section 6-109 and fails to cure such failure in accordance with the preceding sentence, and there is a continued need for the service, the City may obtain from another source the required service as specified in the original Agreement, or

any part thereof, and may charge the Contractor for any difference in price resulting from the alternative arrangements, and may, as appropriate, invoke such other sanctions as are available under the Agreement and applicable law. In addition, the Contractor agrees to pay for all costs incurred by the City in enforcing the requirements of Section 6-109, including the cost of any investigation conducted by or on behalf of the Department or the Comptroller, where the City discovers that the Contractor or its subcontractor(s) failed to comply with the requirements of this Section 4.04(B) or of Section 6-109. The Contractor also agrees, that should it fail or refuse to pay for any such investigation, the Department is hereby authorized to deduct from a Contractor's account an amount equal to the cost of such investigation.

Section 4.05 Non-Discrimination in Employment

A. General Prohibition. To the extent required by law, the Contractor shall not unlawfully discriminate against any employee or applicant for employment because of actual or perceived age, religion, religious practice, creed, sex, gender, gender identity or gender expression, sexual orientation, status as a victim of domestic violence, stalking, and sex offenses, familial status, partnership status, marital status, caregiver status, pregnancy, childbirth or related medical condition, disability, presence of a service animal, predisposing genetic characteristics, race, color, national origin (including ancestry), alienage, citizenship status, political activities or recreational activities as defined in N.Y. Labor Law 201-d, arrest or conviction record, credit history, military status, uniformed service, unemployment status, salary history, or any other protected class of individuals as defined by City, State or Federal laws, rules or regulations. The Contractor shall comply with all statutory and regulatory obligations to provide reasonable accommodations to individuals with disabilities, due to pregnancy, childbirth, or a related medical condition, due to status as a victim of domestic violence, stalking, or sex offenses, or due to religion.

B. N.Y. Labor Law § 220-e. If this Agreement is for the construction, alteration or repair of any public building or public work or for the manufacture, sale, or distribution of materials, equipment, or supplies, the Contractor agrees, as required by N.Y. Labor Law § 220-e, that:

1. In the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, neither the Contractor, subcontractor, nor any person acting on behalf of such Contractor or subcontractor, 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;

2. Neither the Contractor, subcontractor, nor any person on his or her behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Agreement on account of race, creed, color, disability, sex or national origin;

3. There may be deducted from the amount payable to the Contractor by the City under this Agreement a penalty of $50.00 for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement; and

4. This Agreement may be terminated by the City, and all monies due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this Section 4.05.

The provisions of this Section 4.05(B) shall be limited to operations performed within the territorial limits of the State of New York.

C. Admin. Code § 6-108. If this Agreement is for the construction, alteration or repair of buildings or the construction or repair of streets or highways, or for the manufacture, sale, or distribution of materials, equipment or supplies, the Contractor agrees, as required by Admin. Code § 6-108, that:

1. It shall be unlawful for any person engaged in the construction, alteration or repair of buildings or engaged in the construction or repair of streets or highways pursuant to a contract with the City or 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.

2. It shall be unlawful for any person or any servant, agent or employee of any person, described in Section 4.05(C)(1) 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.

Breach of the foregoing provisions shall be deemed a breach of a material provision of this Agreement.

Any person, or the employee, manager or owner of or officer of such firm or corporation who shall violate any of the provisions of this Section 4.05(C) shall, upon conviction thereof, be punished by a fine of not more than $100.00 or by imprisonment for not more than 30 Days, or both.

D. E.O. 50 -- Equal Employment Opportunity

1. This Agreement is subject to the requirements of City Executive Order No. 50 (1980) ("E.O. 50"), as revised, and the rules set forth at 66 RCNY §§ 10-01 *et seq*. No agreement will be awarded unless and until these requirements have been complied with in their entirety. The Contractor agrees that it:

a. Will not discriminate unlawfully against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, marital status, sexual orientation or citizenship status with respect to all employment decisions including, but not limited to, recruitment, hiring, upgrading, demotion, downgrading, transfer, training, rates of pay or other forms of compensation, layoff, termination, and all other terms and conditions of employment;

b. Will not discriminate unlawfully in the selection of subcontractors on the basis of the owners', partners' or shareholders' race, color, creed, national origin, sex, age, disability, marital status, sexual orientation, or citizenship status;

c. Will state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that all qualified applicants will receive consideration for employment without unlawful discrimination based on race, color, creed, national origin, sex, age, disability, marital status, sexual orientation or citizenship status, and that it is an equal employment opportunity employer;

d. Will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or memorandum of understanding, written notification of its equal employment opportunity commitments under E.O. 50 and the rules and regulations promulgated thereunder;

e. Will furnish before this Agreement is awarded all information and reports including an Employment Report which are required by E.O. 50, the rules and regulations promulgated thereunder, and orders of the SBS, Division of Labor Services ("DLS"); and

f. Will permit DLS to have access to all relevant books, records, and accounts for the purposes of investigation to ascertain compliance with such rules, regulations, and orders.

2. The Contractor understands that in the event of its noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, such noncompliance shall constitute a material breach of this Agreement and noncompliance with E.O. 50 and the rules and regulations promulgated thereunder. After a hearing held pursuant to the rules of DLS, the Director of DLS may direct the Commissioner to impose any or all of the following sanctions:

a. Disapproval of the Contractor; and/or

b. Suspension or termination of the Agreement; and/or

c. Declaring the Contractor in default; and/or

d. In lieu of any of the foregoing sanctions, imposition of an employment program.

3. Failure to comply with E.O. 50 and the rules and regulations promulgated thereunder in one or more instances may result in the Department declaring the Contractor to be non-responsible.

4. The Contractor agrees to include the provisions of the foregoing Sections 4.05(D)(1)-(3) in every subcontract or purchase order in excess of $100,000.00 to which it becomes a party unless exempted by E.O. 50 and the rules and regulations promulgated thereunder, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Director of DLS as a means of enforcing such provisions including sanctions for noncompliance. A supplier of unfinished products to the Contractor needed to produce the item contracted for shall not be considered a subcontractor or vendor for purposes of this Section 4.05(D)(4).

5. The Contractor further agrees that it will refrain from entering into any subcontract or modification thereof subject to E.O. 50 and the rules and regulations promulgated thereunder with a subcontractor who is not in compliance with the requirements of E.O. 50 and the rules and regulations promulgated thereunder. A supplier of unfinished products to the Contractor needed to produce the item contracted for shall not be considered a subcontractor for purposes of this Section 4.05(D)(5).

6. Nothing contained in this Section 4.05(D) shall be construed to bar any religious or denominational institution or organization, or any organization operated for charitable or educational purposes, that is operated, supervised or controlled by or in connection with a religious organization, from lawfully limiting employment or lawfully giving preference to persons of the same religion or denomination or from lawfully making such selection as is calculated by such organization to promote the religious principles for which it is established or maintained.

Section 4.06 Paid Sick Leave Law

A. *Introduction and General Provisions.*

1. The Earned Sick Time Act, also known as the Paid Sick Leave Law ("PSLL"), requires covered employees who annually perform more than 80 hours of work in New York City to be provided with paid sick time.[2] Contractors of the City or of other governmental entities may be required to provide sick time pursuant to the PSLL.

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[2] Pursuant to the PSLL, if fewer than five employees work for the same employer, as determined pursuant Admin. Code § 20-912(g), such employer has the option of providing such employees uncompensated sick time.

2. The PSLL became effective on April 1, 2014, and is codified at Title 20, Chapter 8, of the Admin. Code. It is administered by the City's Department of Consumer Affairs ("DCA"). DCA's rules promulgated under the PSLL are codified at Chapter 7 of Title 6 of the Rules of the City of New York ("Rules").

3. The Contractor agrees to comply in all respects with the PSLL and the 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 PSLL in performance of this Agreement may result in its termination.

4. The Contractor must notify the ACCO in writing within 10 Days of receipt of a complaint (whether oral or written) regarding the PSLL involving the performance of this Agreement. Additionally, the Contractor must cooperate with DCA's education efforts and must comply with DCA's subpoenas and other document demands as set forth in the PSLL and Rules.

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

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

1. An employee who works within the City of New York for more than eighty hours in any consecutive 12-month period designated by the employer as its "calendar year" pursuant to the PSLL ("Year") must be provided sick time. Employers must provide a minimum of one hour of sick time for every 30 hours worked by an employee and compensation for such sick time must be provided at the greater of the employee's regular hourly rate or the minimum wage. Employers are not required to provide more than 40 hours of sick time to an employee in any Year.

2. An employee has the right to determine how much sick time he or she will use, provided that employers may set a reasonable minimum increment for the use of sick time not to exceed four hours per Day. In addition, an employee may carry over up to 40 hours of unused sick time to the following Year, provided that no employer is required to allow the use of more than 40 hours of sick time in a Year or carry over unused paid sick time if the employee is paid for such unused sick time and the employer provides the employee with at least the legally required amount of paid sick time for such employee for the immediately subsequent Year on the first Day of such Year.

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

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

b. such employee's care of a family member (an employee's child, spouse, domestic partner, parent, sibling, grandchild, or grandparent, or the child or parent of an employee's spouse or domestic partner) who has a mental illness, physical illness, injury or health condition or who has a need for medical diagnosis or preventive medical care;

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

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

4. An employer must not require an employee, as a condition of taking sick time, to search for a replacement. However, an employer may require an employee to provide: reasonable notice of the need to use sick time; reasonable documentation that the use of sick time was needed for a reason above if for an absence of more than three consecutive work days; and/or written confirmation that an employee used sick time pursuant to the PSLL. However, an employer may not require documentation specifying the nature of a medical condition or otherwise require disclosure of the details of a medical condition as a condition of providing sick time and health information obtained solely due to an employee's use of sick time pursuant to the PSLL must be treated by the employer as confidential.

5. If an employer chooses to impose any permissible discretionary requirement as a condition of using sick time, it must provide to all employees a written policy containing those requirements, using a delivery method that reasonably ensures that employees receive the policy. If such employer has not provided its written policy, it may not deny sick time to an employee because of non-compliance with such a policy.

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

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

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

2. an employee covered by a valid collective bargaining agreement in effect on April 1, 2014, until the termination of such agreement;

3. an employee in the construction or grocery industry covered by a valid collective bargaining agreement if the provisions of the PSLL are expressly waived in such collective bargaining agreement;

4. an employee covered by another valid collective bargaining agreement if such provisions are expressly waived in such agreement and such agreement provides a benefit comparable to that provided by the PSLL for such employee;

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

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

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

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

D. *Retaliation Prohibited.* An employer may not threaten or engage in retaliation against an employee for exercising or attempting in good faith to exercise any right provided by the PSLL. In addition, an employer may not interfere with any investigation, proceeding, or hearing pursuant to the PSLL.

E. *Notice of Rights.*

1. An employer must provide its employees with written notice of their rights pursuant to the PSLL. Such notice must be in English and the primary language spoken by an employee, provided that DCA has made available a translation into such language. Downloadable notices are available on DCA's website at http://www.nyc.gov/html/dca/html/law/PaidSickLeave.shtml.

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

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

G. *Enforcement and Penalties.*

1. Upon receiving a complaint alleging a violation of the PSLL, DCA has the right to investigate such complaint and attempt to resolve it through mediation. Within 30 Days of written notification of a complaint by DCA, or sooner in certain circumstances, the employer must provide DCA with a written response and such other information as DCA may request. If DCA believes that a violation of the PSLL has occurred, it has the right to issue a notice of violation to the employer.

2. DCA has the power to grant an employee or former employee all appropriate relief as set forth in Admin. Code § 20-924(d). Such relief may include, among other remedies, treble damages for the wages that should have been paid, damages for unlawful retaliation, and damages and reinstatement for unlawful discharge. In addition, DCA may impose on an employer found to have violated the PSLL civil penalties not to exceed $500.00 for a first violation, $750.00 for a second violation within two years of the first violation, and $1,000.00 for each succeeding violation within two years of the previous violation.

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

Section 4.07 Whistleblower Protection Expansion Act

A. In accordance with Local Laws 30 and 33 of 2012, codified at Admin. Code §§ 6-132 and 12-113, respectively,

1. Contractor shall not take an adverse personnel action with respect to an officer or employee in retaliation for such officer or employee making a report of information concerning conduct which such officer or employee knows or reasonably believes to involve corruption, criminal activity, conflict of interest, gross mismanagement or abuse of authority by any officer or employee relating to this Agreement to (i) the Commissioner of the Department of Investigation, (ii) a member of

the New York City Council, the Public Advocate, or the Comptroller, or (iii) the City Chief Procurement Officer, ACCO, Agency head, or Commissioner.

2. If any of Contractor's officers or employees believes that he or she has been the subject of an adverse personnel action in violation of this Section 4.07, he or she shall be entitled to bring a cause of action against Contractor to recover all relief necessary to make him or her whole. Such relief may include but is not limited to: (i) an injunction to restrain continued retaliation, (ii) reinstatement to the position such employee would have had but for the retaliation or to an equivalent position, (iii) reinstatement of full fringe benefits and seniority rights, (iv) payment of two times back pay, plus interest, and (v) compensation for any special damages sustained as a result of the retaliation, including litigation costs and reasonable attorney's fees.

3. Contractor shall post a notice provided by the City (attached hereto) in a prominent and accessible place on any site where work pursuant to the Agreement is performed that contains information about:

a. how its employees can report to the New York City Department of Investigation allegations of fraud, false claims, criminality or corruption arising out of or in connection with the Agreement; and

b. the rights and remedies afforded to its employees under Admin. Code §§ 7-805 (the New York City False Claims Act) and 12-113 (the Whistleblower Protection Expansion Act) for lawful acts taken in connection with the reporting of allegations of fraud, false claims, criminality or corruption in connection with the Agreement.

4. For the purposes of this Section 4.07, "adverse personnel action" includes dismissal, demotion, suspension, disciplinary action, negative performance evaluation, any action resulting in loss of staff, office space, equipment or other benefit, failure to appoint, failure to promote, or any transfer or assignment or failure to transfer or assign against the wishes of the affected officer or employee.

5. This Section 4.07 is applicable to all of Contractor's subcontractors having subcontracts with a value in excess of $100,000.00; accordingly, Contractor shall include this Section 4.07 in all subcontracts with a value in excess of $100,000.00.

B. Section 4.07 is not applicable to this Agreement if it is valued at $100,000.00 or less. Sections 4.07(A)(1), (2), (4), and (5) are not applicable to this Agreement if it was solicited pursuant to a finding of an emergency. Section 4.07(A)(3) is neither applicable to this Agreement if it was solicited prior to October 18, 2012 nor if it is a renewal of a contract executed prior to October 18, 2012.

ARTICLE 5 - RECORDS, AUDITS, REPORTS, AND INVESTIGATIONS

Section 5.01 Books and Records

The Contractor agrees to maintain separate and accurate books, records, documents, and other evidence, and to utilize appropriate accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

Section 5.02 Retention of Records

The Contractor agrees to retain all books, records, documents, other evidence relevant to this Agreement, including those required pursuant to Section 5.01, for six years after the final payment or expiration or termination of this Agreement, or for a period otherwise prescribed by Law, whichever is later. In addition, if any litigation, claim, or audit concerning this Agreement has commenced before the expiration of the six-year period, the books, records, documents, and other evidence must be retained until the completion of such litigation, claim, or audit. Any books, records, documents, and other evidence that are created in an electronic format in the regular course of business may be retained in an electronic format. Any books, records, documents, or other evidence that are created in the regular course of business as a paper copy may be retained in an electronic format provided that they satisfy the requirements of N.Y. Civil Practice Law and Rules ("CPLR") 4539(b), including the requirement that the reproduction is created in a manner "which does not permit additions, deletions, or changes without leaving a record of such additions, deletions, or changes." Furthermore, the Contractor agrees to waive any objection to the admissibility of any such books, records, documents, or other evidence on the grounds that such documents do not satisfy CPLR 4539(b).

Section 5.03 Inspection

A. At any time during the Agreement or during the record retention period set forth in Section 5.02, the City, including the Department and the Department's Office of the Inspector General, as well as City, State, and federal auditors and any other persons duly authorized by the City shall, upon reasonable notice, have full access to and the right to examine and copy all books, records, documents, and other evidence maintained or retained by or on behalf of the Contractor pursuant to this Article 5. Notwithstanding any provision herein regarding notice of inspection, all books, records, documents, and other evidence of the Contractor kept pursuant to this Agreement shall be subject to immediate inspection, review, and copying by the Department's Office of the Inspector General, the Comptroller, and/or federal auditors without prior notice and at no additional cost to the City. The Contractor shall make such books, records documents, and other evidence available for inspection in the City of New York or shall reimburse the City for expenses associated with the out-of-City inspection.

B. The Department shall have the right to have representatives of the Department or of the City, State or federal government present to observe the services being performed. If observation of particular services or activity would constitute a waiver of a legal privilege or violate the Law or an ethical obligation under the New York Rules of Professional Conduct for attorneys, National Association of Social Workers Code of Ethics or other similar code governing the provision of a profession's services in New York State, the Contractor shall promptly inform the Department or other entity seeking to observe such work or activity. Such restriction shall not act to prevent government representatives from inspecting the provision of services in a manner that allows the representatives to ensure that services are being performed in accordance with this Agreement.

C. The Contractor shall not be entitled to final payment until the Contractor has complied with any request for inspection or access given under this Section 5.03.

Section 5.04 Audit

A. This Agreement and all books, records, documents, and other evidence required to be maintained or retained pursuant to this Agreement, including all vouchers or invoices presented for payment and the books, records, and other documents upon which such vouchers or invoices are based (e.g., reports, cancelled checks, accounts, and all other similar material), are subject to audit by (i) the City, including the Comptroller, the Department, and the Department's Office of the Inspector General, (ii) the State, (iii) the federal government, and (iv) other persons duly authorized by the City. Such audits may include examination and review of the source and application of all funds whether from the City, the State, the federal government, private sources, or otherwise.

B. Audits by the City, including the Comptroller, the Department, and the Department's Office of the Inspector General, are performed pursuant to the powers and responsibilities conferred by the Charter and the Admin. Code, as well as all orders, rules, and regulations promulgated pursuant to the Charter and Admin. Code.

C. The Contractor shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the Department and by the Comptroller in the exercise of his/her powers under Law.

D. The Contractor shall not be entitled to final payment until the Contractor has complied with the requirements of this Section 5.04.

Section 5.05 No Removal of Records from Premises

Where performance of this Agreement involves use by the Contractor of any City books, records, documents, or data (in hard copy, or electronic or other format now known or developed in the future) at City facilities or offices, the Contractor shall not remove any such items or material (in the format in which it originally existed, or in any other converted or derived format) from such facility or office without the prior written approval of the Department's designated official. Upon the request by the Department at any time during the Agreement or after the

Agreement has expired or terminated, the Contractor shall return to the Department any City books, records, documents, or data that has been removed from City premises.

Section 5.06 Electronic Records

As used in this Appendix A, the terms “books,” “records,” “documents,” and “other evidence” refer to electronic versions as well as hard copy versions.

Section 5.07 Investigations Clause

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

B.

1. If any person who has been advised that his or her statement, and any information from such statement, will not be used against him or her in any subsequent criminal proceeding refuses to testify before a grand jury or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of or performance under any transaction, agreement, lease, permit, contract, or license entered into with the City, or State, or any political subdivision or public authority thereof, or the Port Authority of New York and New Jersey, or any local development corporation within the City, or any public benefit corporation organized under the Laws of the State, or;

2. If any person refuses to testify for a reason other than the assertion of his or her privilege against self-incrimination in an investigation, audit or inquiry conducted by a City or State governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the Inspector General of the governmental agency that is a party in interest in, and is seeking testimony concerning the award of, or performance under, any transaction, agreement, lease, permit, contract, or license entered into with the City, the State, or any political subdivision thereof or any local development corporation within the City, then;

C.

6. 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.

7. 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 years from the date of an adverse determination for any person, or any entity of which such person was a member at the time the testimony was sought, from submitting bids for, or transacting business with, or entering into or obtaining any contract, lease, permit or license with or from the City; and/or

2. The cancellation or termination of any and all such existing City contracts, leases, permits or licenses that the refusal to testify concerns and that have not been assigned as permitted under this Agreement, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the City incurring any penalty or damages on account of such cancellation or termination; monies lawfully due for goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the City.

E. The Commissioner or Agency Head shall consider and address in reaching his or her determination and in assessing an appropriate penalty the factors in Paragraphs (1) and (2) below. He or she may also consider, if relevant and appropriate, the criteria established in Paragraphs (3) and (4) below, in addition to any other information that may be relevant and appropriate:

1. The party's good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including but not limited to the discipline, discharge, or disassociation of any person failing to testify, the production of accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought.

2. The relationship of the person who refused to testify to any entity that is a party to the hearing, including, but not limited to, whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity.

3. The nexus of the testimony sought to the subject entity and its contracts, leases, permits or licenses with the City.

4. The effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in an entity subject to penalties under Paragraph D above, provided that the party or entity has given actual notice to the Commissioner or Agency Head upon the acquisition of the interest, or at the hearing called for in Paragraph (C)(1) above gives notice and proves that such interest was previously acquired. Under either circumstance, the party or entity must present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.

F. Definitions

1. The term "license" or "permit" as used in this Section shall be defined as a license, permit, franchise, or concession not granted as a matter of right.

2. The term "person" as used in this Section shall be defined as any natural person doing business alone or associated with another person or entity as a partner, director, officer, principal or employee.

3. The term "entity" as used in this Section shall be defined as any firm, partnership, corporation, association, or person that receives monies, benefits, licenses, leases, or permits from or through the City, or otherwise transacts business with the City.

4. The term "member" as used in this Section shall be defined as any person associated with another person or entity as a partner, director, officer, principal, or employee.

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

Section 5.08 Confidentiality

A. The Contractor agrees to hold confidential, both during and after the completion or termination of this Agreement, all of the reports, information, or data, furnished to, or prepared, assembled or used by, the Contractor under this Agreement. The Contractor agrees to maintain the confidentiality of such reports, information, or data by using a reasonable degree of care, and using at least the same degree of care that the Contractor uses to preserve the confidentiality of its own confidential information. The Contractor agrees that such reports, information, or data shall not be made available to any person or entity without the prior written approval of the Department. The obligation under this Section 5.08 to hold reports, information or data confidential shall not apply where the Contractor is legally required to disclose such reports, information or data, by virtue of a subpoena, court order or otherwise ("disclosure demand”), provided that the Contractor complies with the following: (1) the Contractor shall provide advance notice to the Commissioner, in writing or by e-mail, that it received a disclosure demand for to disclose such reports, information or data and (2) if requested by the Department, the Contractor shall not disclose such reports, information, or data until the City has exhausted its legal rights, if any, to prevent disclosure of all or a portion of such reports, information or data. The previous sentence shall not apply if the Contractor is prohibited by law from disclosing to the Department the disclosure demand for such reports, information or data.

B. The Contractor shall provide notice to the Department within three days of the discovery by the Contractor of any breach of security, as defined in Admin. Code § 10-501(b), of any data, encrypted or otherwise, in use by the Contractor that contains social security numbers or other personal identifying information as defined in Admin. Code § 10-501 (“Personal Identifying Information”), where such breach of security arises out of the acts or omissions of the Contractor or its employees, subcontractors, or agents. Upon the discovery of such security breach, the Contractor shall take reasonable steps to remediate the cause or causes of such breach, and shall provide notice to the Department of such steps. In the event of such breach of security, without limiting any other right of the City, the City shall have the right to withhold further payments under this Agreement for the purpose of set-off in sufficient sums to cover the costs of notifications and/or other actions mandated by any Law, or administrative or judicial order, to address the breach, and including any fines or disallowances imposed by the State or federal government as a result of the disclosure. The City shall also have the right to withhold further payments hereunder for the purpose of set-off in sufficient sums to cover the costs of credit monitoring services for the victims of such a breach of security by a national credit reporting agency, and/or any other commercially reasonable preventive measure. The Department shall provide the Contractor with written notice and an opportunity to comment on such measures prior to implementation. Alternatively, at the City’s discretion, or if monies remaining to be earned or paid under this Agreement are insufficient to cover the costs detailed above, the Contractor shall pay directly for the costs, detailed above, if any.

C. The Contractor shall restrict access to confidential information to persons who have a legitimate work related purpose to access such information. The Contractor agrees that it will instruct its officers, employees, and agents to maintain the confidentiality of any and all information required to be kept confidential by this Agreement.

D. The Contractor, and its officers, employees, and agents shall notify the Department, at any time either during or after completion or termination of this Agreement, of any intended statement to the press or any intended issuing of any material for publication in any media of communication (print, news, television, radio, Internet, etc.) regarding the services provided or the data collected pursuant to this Agreement at least 24 hours prior to any statement to the press or at least five business days prior to the submission of the material for publication, or such shorter periods as are reasonable under the circumstances. The Contractor may not issue any statement or submit any material for publication that includes confidential information as prohibited by this Section 5.08.

E. At the request of the Department, the Contractor shall return to the Department any and all confidential information in the possession of the Contractor or its subcontractors. If the Contractor or its subcontractors are legally required to retain any confidential information, the Contractor shall notify the Department in writing and set forth the confidential information that it intends to retain and the reasons why it is legally required to retain such information. The Contractor shall confer with the Department, in good faith, regarding any issues that arise from the Contractor retaining such confidential information. If the Department does not request such information or the Law does not require otherwise, such information shall be maintained in accordance with the requirements set forth in Section 5.02.

F. A breach of this Section 5.08 shall constitute a material breach of this Agreement for which the Department may terminate this Agreement pursuant to Article 10. The Department reserves any and all other rights and remedies in the event of unauthorized disclosure.

ARTICLE 6 - COPYRIGHTS, PATENTS, INVENTIONS, AND ANTITRUST

Section 6.01 Copyrights and Ownership of Work Product

A. Any reports, documents, data, photographs, deliverables, and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items produced pursuant to this Agreement, shall upon their creation become the exclusive property of the City.

B. Any reports, documents, data, photographs, deliverables, and/or other materials provided pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. § 101, and the City shall be the copyright owner thereof and of all aspects, elements, and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Contractor hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the City, free and clear of any liens, claims, or other encumbrances. The Contractor shall retain no copyright or intellectual property interest in the Copyrightable Materials. The Copyrightable Materials shall be used by the Contractor for no purpose other than in the performance of this Agreement without the prior written permission of the City. The Department may grant the Contractor a license to use the Copyrightable Materials on such terms as determined by the Department and set forth in the license.

C. The Contractor acknowledges that the City may, in its sole discretion, register copyright in the Copyrightable Materials with the United States Copyright Office or any other government agency authorized to grant copyright registrations. The Contractor shall fully cooperate in this effort, and agrees to provide any and all documentation necessary to accomplish this.

D. The Contractor represents and warrants that the Copyrightable Materials: (i) are wholly original material not published elsewhere (except for material that is in the public domain); (ii) do not violate any copyright Law; (iii) do not constitute defamation or invasion of the right of privacy or publicity; and (iv) are not an infringement, of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Contractor has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Agreement, copies of which shall be provided to the City upon execution of this Agreement.

E. If the services under this Agreement are supported by a federal grant of funds, the federal and State government reserves a royalty-free, non-exclusive irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, for federal or State government purposes, the copyright in any Copyrightable Materials developed under this Agreement.

F. If the Contractor publishes a work dealing with any aspect of performance under this Agreement, or with the results of such performance, the City shall have a royalty-free, non-exclusive irrevocable license to reproduce, publish, or otherwise use such work for City governmental purposes.

Section 6.02 Patents and Inventions

The Contractor shall promptly and fully report to the Department any discovery or invention arising out of or developed in the course of performance of this Agreement. If the services under this Agreement are supported by a federal grant of funds, the Contractor shall promptly and fully report to the federal government for the federal government to make a determination as to whether patent protection on such invention shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.

Section 6.03 Pre-existing Rights

In no case shall Sections 6.01 and 6.02 apply to, or prevent the Contractor from asserting or protecting its rights in any discovery, invention, report, document, data, photograph, deliverable, or other material in connection with or produced pursuant to this Agreement that existed prior to or was developed or discovered independently from the activities directly related to this Agreement.

Section 6.04 Antitrust

The Contractor hereby assigns, sells, and transfers to the City all right, title, and interest in and to any claims and causes of action arising under the antitrust laws of the State or of the United States relating to the particular goods or services procured by the City under this Agreement.

ARTICLE 7 - INSURANCE

Section 7.01 Agreement to Insure

The Contractor shall maintain the following types of insurance if and as indicated in Schedule A (with the minimum limits and special conditions specified in Schedule A) throughout the term of this Agreement, including any applicable guaranty period. All insurance shall meet the requirements set forth in this Article 7. Wherever this Article 7 requires that insurance coverage be "at least as broad" as a specified form (including all ISO forms), there is no obligation that the form itself be used, provided that the Contractor can demonstrate that the alternative form or endorsement contained in its policy provides coverage at least as broad as the specified form.

Section 7.02 Workers' Compensation, Disability Benefits, and Employers' Liability Insurance

A. The Contractor shall maintain workers' compensation insurance, employers' liability insurance, and disability benefits insurance, in accordance with Law on behalf of, or in regard to, all employees providing services under this Agreement

B. Within 10 Days of award of this Agreement or as otherwise specified by the Department, and as required by N.Y. Workers' Compensation Law §§ 57 and 220(8), the Contractor shall submit proof of Contractor's workers' compensation insurance and disability benefits insurance (or proof of a legal exemption) to the Department in a form acceptable to the New York State Workers' Compensation Board. ACORD forms are not acceptable proof of such insurance. The following forms are acceptable:

1. Form C-105.2, *Certificate of Workers' Compensation Insurance*;

2. Form U-26.3, *State Insurance Fund Certificate of Workers' Compensation Insurance*;

3. Form SI-12, *Certificate of Workers' Compensation Self-Insurance*;
4. Form GSI-105.2, *Certificate of Participation in Worker's Compensation Group Self-Insurance*;

5. Form DB-120.1, *Certificate of Disability Benefits Insurance*;

6. Form DB-155, *Certificate of Disability Benefits Self-Insurance*;

7. Form CE-200 – *Affidavit of Exemption*;

8. Other forms approved by the New York State Workers' Compensation Board; or

9. Other proof of insurance in a form acceptable to the City.

Section 7.03 Other Insurance

A. *Commercial General Liability Insurance.* The Contractor shall maintain commercial general liability insurance in the amounts specified in Schedule A covering operations under this Agreement. Coverage must be at least as broad as the coverage provided by the most recently issued ISO Form CG 00 01, primary and non-contributory, and "occurrence" based rather than "claims-made." Such coverage shall list the City, together with its officials and employees, and any other entity that may be listed on Schedule A as an additional insured with coverage at least as broad as the most recently issued ISO Form CG 20 10 or CG 20 26 and, if construction is performed as part of the services, ISO Form CG 20 37.

B. *Commercial Automobile Liability Insurance.* If indicated in Schedule A and/or if vehicles are used in the provision of services under this Agreement, the Contractor shall maintain commercial automobile liability insurance for liability arising out of ownership, maintenance or use of any owned, non-owned, or hired vehicles to be used in connection with this Agreement. Coverage shall be at least as broad as the most recently issued ISO Form CA 00 01. If vehicles are used for transporting hazardous materials, the commercial automobile liability insurance shall be endorsed to provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS-90.

C. *Professional Liability Insurance.*

1. If indicated in Schedule A, the Contractor shall maintain and submit evidence of professional liability insurance or errors and omissions insurance appropriate to the type(s) of such services to be provided under this Agreement. The policy or policies shall cover the liability assumed by the Contractor under this Agreement arising out of the negligent performance of professional services or caused by an error, omission, or negligent act of the Contractor or anyone employed by the Contractor.

2. All subcontractors of the Contractor providing professional services under this Agreement for which professional liability insurance or errors and omissions insurance is reasonably commercially available shall also maintain such insurance in the amount specified in Schedule A. At the time of the request for subcontractor approval, the Contractor shall provide to the Department, evidence of such professional liability insurance on a form acceptable to the Department.

3. Claims-made policies will be accepted for professional liability insurance. All such policies shall have an extended reporting period option or automatic coverage of not less than two years. If available as an option, the Contractor shall purchase extended reporting period coverage effective on cancellation or termination of such insurance unless a new policy is secured with a retroactive date, including at least the last policy year.

D. *Crime Insurance.* If indicated in Schedule A, the Contractor shall maintain crime insurance during the term of the Agreement in the minimum amounts listed in Schedule A. Such insurance shall include coverage, without limitation, for any and all acts of employee theft including employee theft of client property, forgery or alteration, inside the premises (theft of money and securities), inside the premises (robbery or safe burglary of other property), outside the premises, computer fraud, funds transfer fraud, and money orders and counterfeit money. The policy shall name the Contractor as named insured and shall list the City as loss payee as its interests may appear.

E. *Cyber Liability Insurance.* If indicated in Schedule A, the Contractor shall maintain cyber liability insurance covering losses arising from operations under this Agreement in the amounts listed in Schedule A. The City shall approve the policy (including exclusions therein), coverage amounts, deductibles or self-insured retentions, and premiums, as well as the types of losses covered, which may include but not be limited to: notification costs, security monitoring costs, losses resulting from identity theft, and other injury to third parties. If additional insured status is commercially available under the Contractor's cyber liability insurance, the insurance shall cover the City, together with its respective officials and employees, as additional insured.

F. *Other Insurance.* The Contractor shall provide such other types of insurance in the amounts specified in Schedule A.

Section 7.04 General Requirements for Insurance Coverage and Policies

A. Unless otherwise stated, all insurance required by Section 7.03 of this Agreement must:

1. be provided by companies that may lawfully issue such policies;

2. have an A.M. Best rating of at least A- / VII, a Standard & Poor's rating of at least A, a Moody's Investors Service rating of at least A3, a Fitch Ratings rating of at least A- or a similar rating by any other nationally recognized statistical rating organization acceptable to the New York City Law Department unless prior written approval is obtained from the New York City Law Department; and

3. be primary (and non-contributing) to any insurance or self-insurance maintained by the City (not applicable to professional liability insurance/errors and omissions insurance) and any other entity listed as an additional insured in Schedule A.

B. The Contractor shall be solely responsible for the payment of all premiums for all required insurance policies and all deductibles or self-insured retentions to which such policies are subject, whether or not the City is an insured under the policy.

C. There shall be no self-insurance program, including a self-insurance retention, exceeding $10,000.00, with regard to any insurance required under Section 7.03 unless approved in writing by the Commissioner. Any such self-insurance program shall provide the City and any other additional insured listed on Schedule A with all rights that would be provided by traditional insurance required under this Article 7, including but not limited to the defense obligations that insurers are required to undertake in liability policies.

D. The limits of coverage for all types of insurance for the City, including its officials and employees, and any other additional insured listed on Schedule A that must be provided to such additional insured(s) shall be the greater of (i) the minimum limits set forth in Schedule A or (ii) the limits provided to the Contractor as named insured under all primary, excess, and umbrella policies of that type of coverage.

Section 7.05 Proof of Insurance

A. For each policy required under Section 7.03 and Schedule A of this Agreement, the Contractor shall file proof of insurance and, where applicable, proof that the City, including its officials and employees, is an additional insured with the Department within ten Days of award of this Agreement. The following proof is acceptable:

1. A certificate of insurance accompanied by a completed certification of insurance broker or agent (included in Schedule A of this Agreement) and any endorsements by which the City, including its officials and employees, have been made an additional insured; or

2. A copy of the insurance policy, including declarations and endorsements, certified by an authorized representative of the issuing insurance carrier.

B. Proof of insurance confirming renewals of insurance required under Section 7.03 must be submitted to the Department prior to the expiration date of the coverage. Such proof must meet the requirements of Section 7.05(A).

C. The Contractor shall provide the City with a copy of any policy required under this Article 7 upon the demand for such policy by the Commissioner or the New York City Law Department.

D. Acceptance by the Commissioner of a certificate or a policy does not excuse the Contractor from maintaining policies consistent with all provisions of this Article 7 (and ensuring that subcontractors maintain such policies) or from any liability arising from its failure to do so.

E. If the Contractor receives notice, from an insurance company or other person, that any insurance policy required under this Article 7 shall expire or be cancelled or terminated for any reason, the Contractor shall immediately forward a copy of such notice to both the address referred to in Section 14.04 and Schedule A and to the New York City Comptroller, Attn: Office of Contract Administration, Municipal Building, One Centre Street, Room 1005, New York, New York 10007.

Section 7.06 Miscellaneous

A. Whenever notice of loss, damage, occurrence, accident, claim, or suit is required under a policy required by Section 7.03 and Schedule A, the Contractor shall provide the insurer with timely notice thereof on behalf of the City. Such notice shall be given even where the Contractor may not be covered under such policy if this Agreement requires that the City be an additional insured (for example, where one of Contractor's employees was injured). Such notice shall expressly specify that "this notice is being given on behalf of the City of New York, including its officials and employees, as additional insured" (such notice shall also include the name of any other entity listed as an additional insured on Schedule A) and contain the following information to the extent known: the number of the insurance policy; the name of the named insured; the date and location of the damage, occurrence, or accident; the identity of the persons or things injured, damaged, or lost; and the title of the claim or suit, if applicable. The Contractor shall simultaneously send a copy of such notice to the City of New York c/o Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department, 100 Church Street, New York, New York 10007. If the Contractor fails to comply with the requirements of this paragraph, the Contractor shall indemnify the City, together with its officials and employees, and any other entity listed as an additional insured on Schedule A for all losses, judgments, settlements and expenses, including reasonable attorneys' fees, arising from an insurer's disclaimer of coverage citing late notice by or on behalf of the City together with its officials and employees, and any other entity listed as an additional insured on Schedule A.

B. The Contractor's failure to maintain any of the insurance required by this Article 7 and Schedule A shall constitute a material breach of this Agreement. Such breach shall not be waived or otherwise excused by any action or inaction by the City at any time.

C. Insurance coverage in the minimum amounts required in this Article 7 shall not relieve the Contractor or its subcontractors of any liability under this Agreement, nor shall it preclude the City from exercising any rights or taking such other actions as are available to it under any other provisions of this Agreement or Law.

D. With respect to insurance required by Section 7.03 and Schedule A (but not including professional liability/errors and omissions insurance), the Contractor waives all rights against the City, including its officials and employees, and any other entity listed as an additional insured on Schedule A for any damages or losses that are covered under any insurance required under this Article 7 (whether or not such insurance is actually procured or claims are paid thereunder) or any other insurance applicable to the operations of the Contractor and/or its subcontractors in the performance of this Agreement.

E. In the event the Contractor requires any subcontractor to maintain insurance with regard to any operations under this Agreement and requires such subcontractor to list the Contractor as an additional insured under such insurance, the Contractor shall ensure that such entity also list the City, including its officials and employees, and any other entity listed as an additional insured on Schedule A as an additional insured. With respect to commercial general liability insurance, such coverage must be at least as broad as the most recently issued ISO form CG 20 26.

ARTICLE 8 - PROTECTION OF PERSONS AND PROPERTY AND INDEMNIFICATION

Section 8.01 Reasonable Precautions

The Contractor shall take all reasonable precautions to protect all persons and the property of the City and of others from injury, damage, or loss resulting from the Contractor's and/or its subcontractors' operations under this Agreement.

Section 8.02 Protection of City Property

The Contractor assumes the risk of, and shall be responsible for, any loss or damage to City property, including property and equipment leased by the City, used in the performance of this Agreement, where such loss or damage is caused by negligence, any tortious act, or failure to comply with the provisions of this Agreement or of Law by the Contractor, its officers, employees, agents or subcontractors.

Section 8.03 Indemnification

To the fullest extent permitted by Law, the Contractor shall defend, indemnify, and hold harmless the City, including its officials and employees, against any and all claims (even if the allegations of the claim are without merit), judgments for damages on account of any injuries or death to any person or damage to any property, and costs and expenses to which the City or its officials or employees, may be subject to or which they may suffer or incur allegedly arising out of any of the operations of the Contractor and/or its subcontractors under this Agreement to the extent resulting from any negligent act of commission or omission, any intentional tortious act, and/or the failure to comply with Law or any of the requirements of this Agreement. Insofar as the facts or Law relating to any of the foregoing would preclude the City or its officials or employees from being completely indemnified by the Contractor, the City and its officials and employees shall be partially indemnified by the Contractor to the fullest extent permitted by Law.

Section 8.04 Infringement Indemnification

To the fullest extent permitted by Law, the Contractor shall defend, indemnify, and hold harmless the City, including its officials and employees, against any and all claims (even if the allegations of the claim are without merit), judgments for damages, and costs and expenses to which the City or its officials or employees, may be subject to or which they may suffer or incur allegedly arising out of any infringement, violation, or unauthorized use of any copyright, trade secret, trademark or patent or any other property or personal right of any third party by the Contractor and/or its employees, agents, or subcontractors in the performance of this Agreement. To the fullest extent permitted by Law, the Contractor shall defend, indemnify, and hold harmless the City and its officials and employees regardless of whether or not the alleged infringement, violation, or unauthorized use arises out of compliance with the Agreement's scope of services/scope of work. Insofar as the facts or Law relating to any of the foregoing would preclude the City and its officials and employees from being completely indemnified by the Contractor, the City and its officials and employees shall be partially indemnified by the Contractor to the fullest extent permitted by Law.

Section 8.05 Indemnification Obligations Not Limited By Insurance Obligation

The Contractor's obligation to indemnify, defend and hold harmless the City and its officials and employees shall neither be (i) limited in any way by the Contractor's obligations to obtain and maintain insurance under this Agreement, nor (ii) adversely affected by any failure on the part of the City or its officials or employees to avail themselves of the benefits of such insurance.

Section 8.06 Actions By or Against Third Parties

A. If any claim is made or any action brought in any way relating to Agreement other than an action between the City and the Contractor, the Contractor shall diligently render to the City without additional compensation all assistance that the City may reasonably require of the Contractor.

B. The Contractor shall report to the Department in writing within five business days of the initiation by or against the Contractor of any legal action or proceeding relating to this Agreement.

Section 8.07 Withholding of Payments

A. If any claim is made or any action is brought against the City for which the Contractor may be required to indemnify the City pursuant to this Agreement, the City shall have the right to withhold further payments under this Agreement for the purpose of set-off in sufficient sums to cover the said claim or action.

B. If any City property is lost or damaged as set forth in Section 8.02, except for normal wear and tear, the City shall have the right to withhold payments under this Agreement for the purpose of set-off in sufficient sums to cover such loss or damage.

C. The City shall not, however, impose a set-off in the event that an insurance company that provided insurance pursuant to Section 7.03 above has accepted the City's tender of the claim or action without a reservation of rights.

D. The Department may, at its option, withhold for purposes of set-off any monies due to the Contractor under this Agreement up to the amount of any disallowances or questioned costs resulting from any audits of the Contractor or to the amount of any overpayment to the Contractor with regard to this Agreement.

E. The rights and remedies of the City provided for in this Section 8.07 are not exclusive and are in addition to any other rights and remedies provided by Law or this Agreement.

Section 8.08 No Third Party Rights

The provisions of this Agreement shall not be deemed to create any right of action in favor of third parties against the Contractor or the City or their respective officials and employees.

ARTICLE 9 - CONTRACT CHANGES

Section 9.01 Contract Changes

Changes to this Agreement may be made only as duly authorized by the ACCO or his or her designee and in accordance with the PPB Rules. Any amendment or change to this Agreement shall not be valid unless made in writing and signed by authorized representatives of both parties. The Contractor deviates from the requirements of this Agreement without a duly approved and executed change order document or written contract modification or amendment at its own risk.

Section 9.02 Changes Through Fault of Contractor

If any change is required in the data, documents, deliverables, or other services to be provided under this Agreement because of negligence or error of the Contractor, no additional compensation shall be paid to the Contractor for making such change, and the Contractor is obligated to make such change without additional compensation.

ARTICLE 10 - TERMINATION, DEFAULT, REDUCTIONS IN FUNDING, AND LIQUIDATED DAMAGES

Section 10.01 Termination by the City Without Cause

A. The City shall have the right to terminate this Agreement, in whole or in part, without cause, in accordance with the provisions of Section 10.05.

B. In its sole discretion, the City shall have the right to terminate this Agreement, in whole or in part, upon the request of the Contractor to withdraw from the Contract, in accordance with the provisions of Section 10.05.

C. If the City terminates this Agreement pursuant to this Section 10.01, the following provisions apply. The City shall not incur or pay any further obligation pursuant to this Agreement beyond the termination date set by the City pursuant to Section 10.05. The City shall pay for services provided in accordance with this Agreement prior to the termination date. In addition, any obligation necessarily incurred by the Contractor on account of this Agreement prior to receipt of notice of termination and falling due after the termination date shall be paid by the City in accordance with the terms of this Agreement. In no event shall such obligation be construed as including any lease or other occupancy agreement, oral or written, entered into between the Contractor and its landlord.

Section 10.02 Reductions in Federal, State, and/or City Funding

A. This Agreement is funded in whole or in part by funds secured from the federal, State and/or City governments. Should there be a reduction or discontinuance of such funds by action of the federal, State and/or City governments, the City shall have, in its sole discretion, the right to terminate this Agreement in whole or in part, or to reduce the funding and/or level of services of this Agreement caused by such action by the federal, State and/or City governments, including, in the case of the reduction option, but not limited to, the reduction or elimination of programs, services or service components; the reduction or elimination of contract-reimbursable staff or staff-hours, and corresponding reductions in the budget of this Agreement and in the total amount payable under this Agreement. Any reduction in funds pursuant to this Section 10.02(A) shall be accompanied by an appropriate reduction in the services performed under this Agreement.

B. In the case of the reduction option referred to in Section 10.02(A), above, any such reduction shall be effective as of the date set forth in a written notice thereof to the Contractor, which shall be not less than 30 Days from the date of such notice. Prior to sending such notice of reduction, the Department shall advise the Contractor that such option is being exercised and afford the Contractor an opportunity to make within seven Days any suggestion(s) it may have as to which program(s), service(s), service component(s), staff or staff-hours might be reduced or eliminated, provided, however, that the Department shall not be bound to utilize any of the Contractor’s suggestions and that the Department shall have sole discretion as to how to effectuate the reductions.

C. If the City reduces funding pursuant to this Section 10.02, the following provisions apply. The City shall pay for services provided in accordance with this Agreement prior to the reduction date. In addition, any obligation necessarily incurred by the Contractor on account of this Agreement prior to receipt of notice of reduction and falling due after the reduction date shall be paid by the City in accordance with the terms of this Agreement. In no event shall such obligation be construed as including any lease or other occupancy agreement, oral or written, entered into between the Contractor and its landlord.

D. To the extent that the reduction in public funds is a result of the State determining that the Contractor may receive medical assistance funds pursuant to title eleven of article five of the Social Services Law to fund the services contained within the scope of a program under this Agreement, then the notice and effective date provisions of this Section 10.02 shall not apply, and the Department may reduce such public funds authorized under this Agreement by informing the Contractor of the amount of the reduction and revising attachments to this Agreement as appropriate.

Section 10.03 Contractor Default

A. The City shall have the right to declare the Contractor in default:

1. Upon a breach by the Contractor of a material term or condition of this Agreement, including unsatisfactory performance of the services;

2. Upon insolvency or the commencement of any proceeding by or against the Contractor, either voluntarily or involuntarily, under the Bankruptcy Code or relating to the insolvency, receivership, liquidation, or composition of the Contractor for the benefit of creditors;

3. If the Contractor refuses or fails to proceed with the services under the Agreement when and as directed by the Commissioner;

4. If the Contractor or any of its officers, directors, partners, five percent or greater shareholders, principals, or other employee or person substantially involved in its activities are indicted or convicted after execution of the Agreement under any state or federal law of any of the following:

a. a criminal offense incident to obtaining or attempting to obtain or performing a public or private contract;

b. fraud, embezzlement, theft, bribery, forgery, falsification, or destruction of records, or receiving stolen property;

c. a criminal violation of any state or federal antitrust law;

d. violation of the Racketeer Influence and Corrupt Organization Act, 18 U.S.C. §§ 1961 *et seq*., or the Mail Fraud Act, 18 U.S.C. §§ 1341 *et seq*., for acts in connection with the submission of bids or proposals for a public or private contract;

e. conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any statute described in subparagraph (d) above; or

f. an offense indicating a lack of business integrity that seriously and directly affects responsibility as a City vendor.

5. If the Contractor or any of its officers, directors, partners, five percent or greater shareholders, principals, or other employee or person substantially involved in its activities are subject to a judgment of civil liability under any state or federal antitrust law for acts or omissions in connection with the submission of bids or proposals for a public or private contract; or

6. If the Contractor or any of its officers, directors, partners, five percent or greater shareholders, principals, or other employee or person substantially involved in its activities makes or causes to be made any false, deceptive, or fraudulent material statement, or fail to make a required material statement in any bid, proposal, or application for City or other government work.

B. The right to declare the Contractor in default shall be exercised by sending the Contractor a written notice of the conditions of default, signed by the Commissioner, setting forth the ground or grounds upon which such default is declared ("Notice to Cure"). The Contractor shall have ten Days from receipt of the Notice to Cure or any longer period that is set forth in the Notice to Cure to cure the default. The Commissioner may temporarily suspend services under the Agreement pending the outcome of the default proceedings pursuant to this Section 10.03.

C. If the conditions set forth in the Notice to Cure are not cured within the period set forth in the Notice to Cure, the Commissioner may declare the Contractor in default pursuant to this Section 10.03. Before the Commissioner may exercise his or her right to declare the Contractor in default, the Commissioner shall give the Contractor an opportunity to be heard upon not less than five business days' notice. The Commissioner may, in his or her discretion, provide for such opportunity to be in writing or in person. Such opportunity to be heard shall not occur prior to the end of the cure period but notice of such opportunity to be heard may be given prior to the end of the cure period and may be given contemporaneously with the Notice to Cure.

D. After the opportunity to be heard, the Commissioner may terminate the Agreement, in whole or in part, upon finding the Contractor in default pursuant to this Section 10.03, in accordance with the provisions of Section 10.05.

E. The Commissioner, after declaring the Contractor in default, may have the services under the Agreement completed by such means and in such manner, by contract with or without public letting, or otherwise, as he or she may deem advisable in accordance with applicable PPB Rules. After such completion, the Commissioner shall certify the expense incurred in such completion, which shall include the cost of re-letting. Should the expense of such completion, as certified by the Commissioner, exceed the total sum which would have been payable under the Agreement if it had been completed by the Contractor, any excess shall be promptly paid by the Contractor upon demand by the City. The excess expense of such completion, including any and all related and incidental costs, as so certified by the Commissioner, and any liquidated damages assessed against the Contractor, may be charged against and deducted out of monies earned by the Contractor.

Section 10.04 Force Majeure

A. For purposes of this Agreement, a force majeure event is an act or event beyond the control and without any fault or negligence of the Contractor ("Force Majeure Event"). Such events may include, but are not limited to, fire, flood, earthquake, storm or other natural disaster, civil commotion, war, terrorism, riot, and labor disputes not brought about by any act or omission of the Contractor.

B. In the event the Contractor cannot comply with the terms of the Agreement (including any failure by the Contractor to make progress in the performance of the services) because of a Force Majeure Event, then the Contractor may ask the Commissioner to excuse the nonperformance and/or terminate the Agreement. If the Commissioner, in his or her reasonable discretion, determines that the Contractor cannot comply with the terms of the Agreement because of a Force Majeure Event, then the Commissioner shall excuse the nonperformance and may terminate the Agreement. Such a termination shall be deemed to be without cause.

F. If the City terminates the Agreement pursuant to this Section 10.04, the following provisions apply. The City shall not incur or pay any further obligation pursuant to this Agreement beyond the termination date. The City shall pay for services provided in accordance with this Agreement prior to the termination date. Any obligation necessarily incurred by the Contractor on account of this Agreement prior to receipt of notice of termination and falling due after the termination date shall be paid by the City in accordance with the terms of this Agreement. In no event shall such obligation be construed as including any lease or other occupancy agreement, oral or written, entered into between the Contractor and its landlord.

Section 10.05 Procedures for Termination

A. The Department and/or the City shall give the Contractor written notice of any termination of this Agreement. Such notice shall specify the applicable provision(s) under which the Agreement is terminated and the effective date of the termination. Except as otherwise provided in this Agreement, the notice shall comply with the provisions of this Section 10.05 and Section 14.04. For termination without cause, the effective date of the termination shall not be less than ten Days from the date the notice is personally delivered, or 15 Days from the date the notice is either sent by certified mail, return receipt requested, delivered by overnight or same day courier service in a properly addressed envelope with confirmation, or sent by email and, unless the receipt of the email is acknowledged by the recipient by email, deposited in a post office box regularly maintained by the United States Postal Service in a properly addressed postage pre-paid envelope. In the case of termination for default, the effective date of the termination shall be as set forth above for a termination without cause or such earlier date as the Commissioner may determine. If the City terminates the Agreement in part, the Contractor shall continue the performance of the Agreement to the extent not terminated.

B. Upon termination or expiration of this Agreement, the Contractor shall comply with the City close-out procedures, including but not limited to:

1. Accounting for and refunding to the Department, within 45 Days, any unexpended funds which have been advanced to the Contractor pursuant to this Agreement;

2. Furnishing within 45 Days an inventory to the Department of all equipment, appurtenances and property purchased through or provided under this Agreement and carrying out any Department or City directive concerning the disposition of such equipment, appurtenances and property;

3. Turning over to the Department or its designees all books, records, documents and material specifically relating to this Agreement that the Department has requested be turned over;

4. Submitting to the Department, within 90 Days, a final statement and report relating to the Agreement. The report shall be made by a certified public accountant or a licensed public accountant, unless the Department waives, in writing, the requirement that a certified public accountant or licensed public accountant make such report; and

5. Providing reasonable assistance to the Department in the transition, if any, to a new contractor.

Section 10.06 Miscellaneous Provisions

A. The Commissioner, in addition to any other powers set forth in this Agreement or by operation of Law, may suspend, in whole or in part, any part of the services to be provided under this Agreement whenever in his or her judgment such suspension is required in the best interest of the City. If the Commissioner suspends this Agreement pursuant to this Section 10.06, the City shall not incur or pay any further obligation pursuant to this Agreement beyond the suspension date until such suspension is lifted. The City shall pay for services provided in accordance with this Agreement prior to the suspension date. In addition, any obligation necessarily incurred by the Contractor on account of this Agreement prior to receipt of notice of suspension and falling due during the suspension period shall be paid by the City in accordance with the terms of this Agreement.

B. Notwithstanding any other provisions of this Agreement, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of the Contractor's breach of the Agreement, and the City may withhold payments to the Contractor for the purpose of set-off in the amount of damages due to the City from the Contractor.

C. The rights and remedies of the City provided in this Article 10 shall not be exclusive and are in addition to all other rights and remedies provided by Law or under this Agreement.

Section 10.07 Liquidated Damages

If Schedule A or any other part of this Agreement includes liquidated damages for failure to comply with a provision of this Agreement, the sum indicated is fixed and agreed as the liquidated damages that the City will suffer by reason of such noncompliance and not as a penalty.

ARTICLE 11 - PROMPT PAYMENT AND ELECTRONIC FUNDS TRANSFER

Section 11.01 Prompt Payment

A. The prompt payment provisions of PPB Rule § 4-06 are applicable to payments made under this Agreement. With some exceptions, the provisions generally require the payment to the Contractor of interest on payments made after the required payment date, as set forth in the PPB Rules.

B. The Contractor shall submit a proper invoice to receive payment, except where the Agreement provides that the Contractor will be paid at predetermined intervals without having to submit an invoice for each scheduled payment.

C. Determination of interest due will be made in accordance with the PPB Rules and the applicable rate of interest shall be the rate in effect at the time of payment.

Section 11.02 Electronic Funds Transfer

A. In accordance with Admin. Code § 6-107.1, the Contractor agrees to accept payments under this Agreement from the City by electronic funds transfer. An electronic funds transfer is any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument or computer or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Prior to the first payment made under this Agreement, the Contractor shall designate one financial institution or other authorized payment agent and shall complete the "EFT Vendor Payment Enrollment Form" available from the Agency or at http://www.nyc.gov/dof in order to provide the commissioner of the Department of Finance with information necessary for the Contractor to receive electronic funds transfer payments through the designated financial institution or authorized payment agent. The crediting of the amount of a payment to the appropriate account on the books of a financial institution or other authorized payment agent designated by the Contractor shall constitute full satisfaction by the City for the amount of the payment under this Agreement. The account information supplied by the Contractor to facilitate the electronic funds transfer shall remain confidential to the fullest extent provided by Law.

B. The Agency Head may waive the application of the requirements of this Section 11.02 to payments on contracts entered into pursuant to Charter § 315. In addition, the commissioner of the Department of Finance and the Comptroller may jointly issue standards pursuant to which the Department may waive the requirements of this Section 11.02 for payments in the following circumstances: (i) for individuals or classes of individuals for whom compliance imposes a hardship; (ii) for classifications or types of checks; or (iii) in other circumstances as may be necessary in the best interest of the City.

C. This Section 11.02 is applicable to contracts valued at $25,000.00 and above.

ARTICLE 12 - CLAIMS

Section 12.01 Choice of Law

This Agreement shall be deemed to be executed in the City and State of New York, regardless of the domicile of the Contractor, and shall be governed by and construed in accordance with the Laws of the State of New York (notwithstanding New York choice of law or conflict of law principles) and the Laws of the United States, where applicable.

Section 12.02 Jurisdiction and Venue

Subject to Section 12.03, the parties agree that any and all claims asserted by or against the City arising under or related to this Agreement shall solely be heard and determined either in the courts of the United States located in the City or in the courts of the State located in the City and County of New York. The parties shall consent to the dismissal and/or transfer of any claims asserted in any other venue or forum to the proper venue or forum. If the Contractor initiates any action in breach of this Section 12.02, the Contractor shall be responsible for and shall promptly reimburse the City for any attorneys' fees incurred by the City in removing the action to a proper court consistent with this Section 12.02.

Section 12.03 Resolution of Disputes

A. Except as provided in Subparagraphs (A)(1) and (A)(2) below, all disputes between the City and the Contractor that arise under, or by virtue of, this Agreement shall be finally resolved in accordance with the provisions of this Section 12.03 and PPB Rule § 4-09. This procedure shall be the exclusive means of resolving any such disputes.

1. This Section 12.03 shall not apply to disputes concerning matters dealt with in other sections of the PPB Rules or to disputes involving patents, copyrights, trademarks, or trade secrets (as interpreted by the courts of New York State) relating to proprietary rights in computer software, or to termination other than for cause.

2. For construction and construction-related services this Section 12.03 shall apply only to disputes about the scope of work delineated by the Agreement, the interpretation of Agreement documents, the amount to be paid for extra work or disputed work performed in connection with the Agreement, the conformity of the Contractor's

work to the Agreement, and the acceptability and quality of the Contractor's work; such disputes arise when the City Engineer, City Resident Engineer, City Engineering Audit Officer, or other designee of the Agency Head makes a determination with which the Contractor disagrees. For construction, this Section 12.03 shall not apply to termination of the Agreement for cause or other than for cause.

B. All determinations required by this Section 12.03 shall be clearly stated, with a reasoned explanation for the determination based on the information and evidence presented to the party making the determination. Failure to make such determination within the time required by this Section 12.03 shall be deemed a non-determination without prejudice that will allow application to the next level.

C. During such time as any dispute is being presented, heard, and considered pursuant to this Section 12.03, the Agreement terms shall remain in full force and effect and, unless otherwise directed by the ACCO or Engineer, the Contractor shall continue to perform work in accordance with the Agreement and as directed by the ACCO or City Engineer, City Resident Engineer, City Engineering Audit Officer, or other designee of the Agency Head. Failure of the Contractor to continue the work as directed shall constitute a waiver by the Contractor of any and all claims being presented pursuant to this Section 12.03 and a material breach of contract.

D. Presentation of Dispute to Agency Head.

1. Notice of Dispute and Agency Response. The Contractor shall present its dispute in writing ("Notice of Dispute") to the Agency Head within the time specified herein, or, if no time is specified, within 30 Days of receiving written notice of the determination or action that is the subject of the dispute. This notice requirement shall not be read to replace any other notice requirements contained in the Agreement. The Notice of Dispute shall include all the facts, evidence, documents, or other basis upon which the Contractor relies in support of its position, as well as a detailed computation demonstrating how any amount of money claimed by the Contractor in the dispute was arrived at. Within 30 Days after receipt of the complete Notice of Dispute, the ACCO or, in the case of construction or construction-related services, the City Engineer, City Resident Engineer, City Engineering Audit Officer, or other designee of the Agency Head, shall submit to the Agency Head all materials he or she deems pertinent to the dispute. Following initial submissions to the Agency Head, either party may demand of the other the production of any document or other material the demanding party believes may be relevant to the dispute. The requested party shall produce all relevant materials that are not otherwise protected by a legal privilege recognized by the courts of New York State. Any question of relevancy shall be determined by the Agency Head whose decision shall be final. Willful failure of the Contractor to produce any requested material whose relevancy the Contractor has not disputed, or whose relevancy has been affirmatively determined, shall constitute a waiver by the Contractor of its claim.

2. Agency Head Inquiry. The Agency Head shall examine the material and may, in his or her discretion, convene an informal conference with the Contractor and the ACCO and, in the case of construction or construction-related services, the City Engineer, City Resident Engineer, City Engineering Audit Officer, or other designee of the Agency Head, to resolve the issue by mutual consent prior to reaching a determination. The Agency Head may seek such technical or other expertise as he or she shall deem appropriate, including the use of neutral mediators, and require any such additional material from either or both parties as he or she deems fit. The Agency Head's ability to render, and the effect of, a decision hereunder shall not be impaired by any negotiations in connection with the dispute presented, whether or not the Agency Head participated therein. The Agency Head may or, at the request of any party to the dispute, shall compel the participation of any other contractor with a contract related to the work of this Agreement and that contractor shall be bound by the decision of the Agency Head. Any contractor thus brought into the dispute resolution proceeding shall have the same rights and obligations under this Section 12.03 as the Contractor initiating the dispute.

3. Agency Head Determination. Within 30 Days after the receipt of all materials and information, or such longer time as may be agreed to by the parties, the Agency Head shall make his or her determination and shall deliver or send a copy of such determination to the Contractor and ACCO and, in the case of construction or construction-related services, the City Engineer, City Resident Engineer, City Engineering Audit Officer, or other designee of the Agency Head, together with a statement concerning how the decision may be appealed.

4. Finality of Agency Head Decision. The Agency Head's decision shall be final and binding on all parties, unless presented to the Contract Dispute Resolution Board ("CDRB") pursuant to this Section 12.03. The City may not take a petition to the CDRB. However, should the Contractor take such a petition, the City may seek, and the CDRB may render, a determination less favorable to the Contractor and more favorable to the City than the decision of the Agency Head.

E. Presentation of Dispute to the Comptroller. Before any dispute may be brought by the Contractor to the CDRB, the Contractor must first present its claim to the Comptroller for his or her review, investigation, and possible adjustment.

1. Time, Form, and Content of Notice. Within 30 Days of receipt of a decision by the Agency Head, the Contractor shall submit to the Comptroller and to the Agency Head a Notice of Claim regarding its dispute with the Agency. The Notice of Claim shall consist of (i) a brief statement of the substance of the dispute, the amount of money, if any, claimed and the reason(s) the Contractor contends the dispute was wrongly decided by the Agency Head; (ii) a copy of the decision of the Agency Head; and (iii) a copy of all materials submitted by the Contractor to the Agency, including the Notice of Dispute. The Contractor may not present to the Comptroller any material not presented to the Agency Head, except at the request of the Comptroller.

2. Agency Response. Within 30 Days of receipt of the Notice of Claim, the Agency shall make available to the Comptroller a copy of all material submitted by the Agency to the Agency Head in connection with the dispute. The Agency may not present to the Comptroller any material not presented to the Agency Head, except at the request of the Comptroller.

3. Comptroller Investigation. The Comptroller may investigate the claim in dispute and, in the course of such investigation, may exercise all powers provided in Admin. Code §§ 7-201 and 7-203. In addition, the Comptroller may demand of either party, and such party shall provide, whatever additional material the Comptroller deems pertinent to the claim, including original business records of the Contractor. Willful failure of the Contractor to produce within 15 Days any material requested by the Comptroller shall constitute a waiver by the Contractor of its claim. The Comptroller may also schedule an informal conference to be attended by the Contractor, Agency representatives, and any other personnel desired by the Comptroller.

4. Opportunity of Comptroller to Compromise or Adjust Claim. The Comptroller shall have 45 Days from his or her receipt of all materials referred to in Paragraph (E)(3) above to investigate the disputed claim. The period for investigation and compromise may be further extended by agreement between the Contractor and the Comptroller, to a maximum of 90 Days from the Comptroller's receipt of all the materials. The Contractor may not present its petition to the CDRB until the period for investigation and compromise delineated in this Paragraph has expired. In compromising or adjusting any claim hereunder, the Comptroller may not revise or disregard the terms of the Agreement.

F. Contract Dispute Resolution Board. There shall be a Contract Dispute Resolution Board composed of:

1. the chief administrative law judge of the Office of Administrative Trials and Hearings ("OATH") or his or her designated OATH administrative law judge, who shall act as chairperson, and may adopt operational procedures and issue such orders consistent with this Section 12.03 as may be necessary in the execution of the CDRB's functions, including, but not limited to, granting extensions of time to present or respond to submissions;

2. the City Chief Procurement Officer ("CCPO") or his or her designee; any designee shall have the requisite background to consider and resolve the merits of the dispute and shall not have participated personally and substantially in the particular matter that is the subject of the dispute or report to anyone who so participated; and

3. a person with appropriate expertise who is not an employee of the City. This person shall be selected by the presiding administrative law judge from a prequalified panel of individuals, established, and administered by OATH, with appropriate background to act as decision-makers in a dispute. Such individuals may not

have a contract or dispute with the City or be an officer or employee of any company or organization that does, or regularly represent persons, companies, or organizations having disputes with the City.

G. Petition to CDRB. In the event the claim has not been settled or adjusted by the Comptroller within the period provided in this Section 12.03, the Contractor, within thirty (30) Days thereafter, may petition the CDRB to review the Agency Head determination.

1. Form and Content of Petition by the Contractor. The Contractor shall present its dispute to the CDRB in the form of a petition, which shall include (i) a brief statement of the substance of the dispute, the amount of money, if any, claimed, and the reason(s) the Contractor contends that the dispute was wrongly decided by the Agency Head; (ii) a copy of the decision of the Agency Head; (iii) copies of all materials submitted by the Contractor to the Agency; (iv) a copy of the decision of the Comptroller, if any, and (v) copies of all correspondence with, and material submitted by the Contractor to, the Comptroller's Office. The Contractor shall concurrently submit four complete sets of the petition: one to the Corporation Counsel (Attn: Commercial and Real Estate Litigation Division), and three to the CDRB at OATH's offices, with proof of service on the Corporation Counsel. In addition, the Contractor shall submit a copy of the statement of the substance of the dispute, cited in (i) above, to both the Agency Head and the Comptroller.

2. Agency Response. Within 30 Days of receipt of the petition by the Corporation Counsel, the Agency shall respond to the statement of the Contractor and make available to the CDRB all material it submitted to the Agency Head and Comptroller. Three complete copies of the Agency response shall be submitted to the CDRB at OATH's offices and one to the Contractor. Extensions of time for submittal of the Agency response shall be given as necessary upon a showing of good cause or, upon the consent of the parties, for an initial period of up to 30 Days.

3. Further Proceedings. The CDRB shall permit the Contractor to present its case by submission of memoranda, briefs, and oral argument. The CDRB shall also permit the Agency to present its case in response to the Contractor by submission of memoranda, briefs, and oral argument. If requested by the Corporation Counsel, the Comptroller shall provide reasonable assistance in the preparation of the Agency's case. Neither the Contractor nor the Agency may support its case with any documentation or other material that was not considered by the Comptroller, unless requested by the CDRB. The CDRB, in its discretion, may seek such technical or other expert advice as it shall deem appropriate and may seek, on it own or upon application of a party, any such additional material from any party as it deems fit. The CDRB, in its discretion, may combine more than one dispute between the parties for concurrent resolution.

4. CDRB Determination. Within 45 Days of the conclusion of all submissions and oral arguments, the CDRB shall render a decision resolving the dispute. In an unusually complex case, the CDRB may render its decision in a longer period of

time, not to exceed 90 Days, and shall so advise the parties at the commencement of this period. The CDRB's decision must be consistent with the terms of this Agreement. Decisions of the CDRB shall only resolve matters before the CDRB and shall not have precedential effect with respect to matters not before the CDRB.

5. Notification of CDRB Decision. The CDRB shall send a copy of its decision to the Contractor, the ACCO, the Corporation Counsel, the Comptroller, the CCPO, and, in the case of construction or construction-related services, the City Engineer, City Resident Engineer, City Engineering Audit Officer, or other designee of the Agency Head. A decision in favor of the Contractor shall be subject to the prompt payment provisions of the PPB Rules. The required payment date shall be 30 Days after the date the parties are formally notified of the CDRB's decision.

6. Finality of CDRB Decision. The CDRB's decision shall be final and binding on all parties. Any party may seek review of the CDRB's decision solely in the form of a challenge, filed within four months of the date of the CDRB's decision, in a court of competent jurisdiction of the State of New York, County of New York pursuant to Article 78 of the Civil Practice Law and Rules. Such review by the court shall be limited to the question of whether or not the CDRB's decision was made in violation of lawful procedure, was affected by an error of Law, or was arbitrary and capricious or an abuse of discretion. No evidence or information shall be introduced or relied upon in such proceeding that was not presented to the CDRB in accordance with PPB Rules § 4-09.

H. Any termination, cancellation, or alleged breach of the Agreement prior to or during the pendency of any proceedings pursuant to this Section 12.03 shall not affect or impair the ability of the Agency Head or CDRB to make a binding and final decision pursuant to this Section 12.03.

Section 12.04 Claims and Actions

A. Any claim, that is not subject to dispute resolution under the PPB Rules or this Agreement, against the City for damages for breach of contract shall not be made or asserted in any action, unless the Contractor shall have strictly complied with all requirements relating to the giving of notice and of information with respect to such claims, as provided in this Agreement.

B. No action shall be instituted or maintained on any such claims unless such action shall be commenced within six months after the final payment under this Agreement, or within six months of the termination or expiration of this Agreement, or within six months after the accrual of the cause of action, whichever first occurs.

Section 12.05 No Claim Against Officials, Agents, or Employees

No claim shall be made by the Contractor against any official, agent, or employee of the City in their personal capacity for, or on account of, anything done or omitted in connection with this Agreement.

Section 12.06 General Release

The acceptance by the Contractor or its assignees of the final payment under this Agreement, whether by check, wire transfer, or other means, and whether pursuant to invoice, voucher, judgment of any court of competent jurisdiction or any other administrative means, shall constitute and operate as a release of the City from any and all claims of and liability to the Contractor, of which the Contractor was aware or should reasonably have been aware, arising out of the performance of this Agreement based on actions of the City prior to such acceptance of final payment, excepting any disputes that are the subject of pending dispute resolution procedures.

Section 12.07 No Waiver

Waiver by either the Department or the Contractor of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless and until the same shall be agreed to in writing by the parties as set forth in Section 9.01.

ARTICLE 13 - APPLICABLE LAWS

Section 13.01 PPB Rules

This Agreement is subject to the PPB Rules. If there is a conflict between the PPB Rules and a provision of this Agreement, the PPB Rules shall take precedence.

Section 13.02 All Legal Provisions Deemed Included

Each and every provision required by Law to be inserted in this Agreement is hereby deemed to be a part of this Agreement, whether actually inserted or not.

Section 13.03 Severability / Unlawful Provisions Deemed Stricken

If this Agreement contains any unlawful provision not an essential part of the Agreement and which shall not appear to have been a controlling or material inducement to the making of this Agreement, the unlawful provision shall be deemed of no effect and shall, upon notice by either party, be deemed stricken from the Agreement without affecting the binding force of the remainder.

Section 13.04 Compliance With Laws

The Contractor shall perform all services under this Agreement in accordance with all applicable Laws as are in effect at the time such services are performed.

Section 13.05 Unlawful Discrimination in the Provision of Services

A. *Discrimination in Public Accommodations.* With respect to services provided under this Agreement, the Contractor shall not unlawfully discriminate against any person because of actual or perceived age, religion, creed, sex, gender, gender identity or gender expression, sexual orientation, partnership status, marital status, disability, presence of a service animal, race, color, national origin, alienage, citizenship status, or military status, or any other class of individuals protected from discrimination in public accommodations by City, State or Federal laws, rules or regulations. The Contractor shall comply with all statutory and regulatory obligations to provide reasonable accommodations to individuals with disabilities.

B. *Discrimination in Housing Accommodations.* With respect to services provided under this Agreement, the Contractor shall not unlawfully discriminate against any person because of actual or perceived age, religion, creed, sex, gender, gender identity or gender expression, sexual orientation, status as a victim of domestic violence, stalking, and sex offenses, partnership status, marital status, presence of children, disability, presence of a service or emotional support animal, race, color, national origin, alienage or citizenship status, lawful occupation, or lawful source of income (including income derived from social security, or any form of federal, state, or local public government assistance or housing assistance including Section 8 vouchers), or any other class of individuals protected from discrimination in housing accommodations by City, State or Federal laws, rules or regulations. The Contractor shall comply with all statutory and regulatory obligations to provide reasonable accommodations to individuals with disabilities.

C. *Admin. Code § 6-123*. In accordance with Admin. Code § 6-123, the Contractor will not engage in any unlawful discriminatory practice as defined in and pursuant to the terms of Title 8 of the Admin. Code. The Contractor shall include a provision in any agreement with a first-level subcontractor performing services under this Agreement for an amount in excess of $50,000.00 that such subcontractor shall not engage in any such unlawful discriminatory practice.

D. *Immigration status*. In connection with the services provided under this Agreement, the Contractor shall not inquire about the immigration status of a recipient or potential recipient of such services unless (i) it is necessary for the determination of program, service or benefit eligibility or the provision of City services or (ii) the Contractor is required by law to inquire about such person's immigration status.

Section 13.05 Americans with Disabilities Act (ADA)

A. This Agreement is subject to the provisions of Subtitle A of Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12131 *et seq.* ("ADA") and regulations promulgated pursuant thereto, see 28 CFR Part 35. The Contractor shall not discriminate against an individual with a disability, as defined in the ADA, in providing services, programs, or activities pursuant to this Agreement. If directed to do so by the Department to ensure the

Contractor's compliance with the ADA during the term of this Agreement, the Contractor shall prepare a plan ("Compliance Plan") which lists its program site(s) and describes in detail, how it intends to make the services, programs and activities set forth in the scope of services herein readily accessible and usable by individuals with disabilities at such site(s). If the program site is not readily accessible and usable by individuals with disabilities, contractor shall also include in the Compliance Plan, a description of reasonable alternative means and methods that result in making the services, programs or activities provided under this Agreement, readily accessible to and usable by individuals with disabilities, including but not limited to people with visual, auditory or mobility disabilities. The Contractor shall submit the Compliance Plan to the ACCO for review within ten Days after being directed to do so and shall abide by the Compliance Plan and implement any action detailed in the Compliance Plan to make the services, programs, or activities accessible and usable by the disabled.

B. The Contractor's failure to either submit a Compliance Plan as required herein or implement an approved Compliance Plan may be deemed a material breach of this Agreement and result in the City terminating this Agreement.

Section 13.06 Voter Registration

A. *Participating Agencies.* Pursuant to Charter § 1057-a, if this Agreement is made by and through a participating City agency and the Contractor has regular contact with the public in the daily administration of its business, the Contractor must comply with the requirements of this Section 13.06. The participating City agencies are: the Administration for Children's Services; the City Clerk; the Civilian Complaint Review Board; the Commission on Human Rights; Community Boards; SBS; the Department of Citywide Administrative Services; the Department of Consumer Affairs; the Department of Correction; the Department of Environmental Protection; the Department of Finance; the Department of Health and Mental Hygiene; the Department of Homeless Services; the Department of Housing Preservation and Development; the Department of Parks and Recreation; the Department of Probation; the Taxi and Limousine Commission; the Department of Transportation; and the Department of Youth and Community Development.

B. *Distribution of Voter Registration Forms.* In accordance with Charter § 1057-a, the Contractor, if it has regular contact with the public in the daily administration of its business under this Agreement, hereby agrees as follows:

1. The Contractor shall provide and distribute voter registration forms to all persons together with written applications for services, renewal, or recertification for services and change of address relating to such services. Such voter registration forms shall be provided to the Contractor by the City. The Contractor should be prepared to provide forms written in Spanish or Chinese, and shall obtain a sufficient supply of such forms from the City.

2. The Contractor shall also include a voter registration form with any Contractor communication sent through the United States mail for the purpose of

supplying clients with materials for application, renewal, or recertification for services and change of address relating to such services. If forms written in Spanish or Chinese are not provided in such mailing, the Contractor shall provide such forms upon the Department's request.

3. The Contractor shall, subject to approval by the Department, incorporate an opportunity to request a voter registration application into any application for services, renewal, or recertification for services and change of address relating to such services provided on computer terminals, the World Wide Web or the Internet. Any person indicating that they wish to be sent a voter registration form via computer terminals, the World Wide Web or the Internet shall be sent such a form by the Contractor or be directed, in a manner subject to approval by the Department, to a link on that system where such a form may be downloaded.

4. The Contractor shall, at the earliest practicable or next regularly scheduled printing of its own forms, subject to approval by the Department, physically incorporate the voter registration forms with its own application forms in a manner that permits the voter registration portion to be detached therefrom. Until such time when the Contractor amends its form, the Contractor should affix or include a postage-paid City Board of Elections voter registration form to or with its application, renewal, recertification, and change of address forms.

5. The Contractor shall prominently display in its public office, subject to approval by the Department, promotional materials designed and approved by the City or State Board of Elections.

6. For the purposes of Paragraph A of this Section 13.06, the word "Contractor" shall be deemed to include subcontractors having regular contact with the public in the daily administration of their business.

7. The provisions of Paragraph A of this Section 13.06 shall not apply to services that must be provided to prevent actual or potential danger to life, health, or safety of any individual or of the public.

C. *Assistance in Completing Voter Registration Forms*. In accordance with Charter § 1057-a, the Contractor hereby agrees as follows:

1. In the event the Department provides assistance in completing distributed voter registration forms, the Contractor shall also provide such assistance, in the manner and to the extent specified by the Department.

2. In the event the Department receives and transmits completed registration forms from applicants who wish to have the forms transmitted to the City Board of Elections, the Contractor shall similarly provide such service, in the manner and to the extent specified by the Department.

3. If, in connection with the provision of services under this Agreement, the Contractor intends to provide assistance in completing distributed voter registration forms or to receive and transmit completed registration forms from applicants who wish to have the forms transmitted to the City Board of Elections, the Contractor shall do so only by prior arrangement with the Department.

4. The provision of Paragraph B services by the Contractor may be subject to Department protocols, including protocols regarding confidentiality.

D. *Required Statements*. In accordance with Charter § 1057-a, the Contractor hereby agrees as follows:

1. The Contractor shall advise all persons seeking voter registration forms and information, in writing together with other written materials provided by the Contractor or by appropriate publicity, that the Contractor's or government services are not conditioned on being registered to vote.

2. No statement shall be made and no action shall be taken by the Contractor or an employee of the Contractor to discourage an applicant from registering to vote or to encourage or discourage an applicant from enrolling in any particular political party.

3. The Contractor shall communicate to applicants that the completion of voter registration forms is voluntary.

4. The Contractor and the Contractor's employees shall not:

a. seek to influence an applicant's political preference or party designation;

b. display any political preference or party allegiance;

c. make any statement to an applicant or take any action the purpose or effect of which is to discourage the applicant from registering to vote; or

d. make any statement to an applicant or take any action the purpose or effect of which is to lead the applicant to believe that a decision to register or not to register has any bearing on the availability of services or benefits.

E. The Contractor, as defined above and in this Agreement, agrees that the covenants and representations in this Section 13.06 are material conditions of this Agreement.

F. The provisions of this Section 13.06 do not apply where the services under this Agreement are supported by a federal or State grant of funds and the source of funds prohibits the use of federal or State funds for the purposes of this Section.

Section 13.07 Political Activity

The Contractor's provision of services under this Agreement shall not include any partisan political activity or any activity to further the election or defeat of any candidate for public, political, or party office, nor shall any of the funds provided under this Agreement be used for such purposes.

Section 13.08 Religious Activity

There shall be no religious worship, instruction, or proselytizing as part of or in connection with the Contractor's provision of services under this Agreement, nor shall any of the funds provided under this Agreement be used for such purposes.

Section 13.09 Participation in an International Boycott

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

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

C. The Contractor shall comply in all respects, with the provisions of Admin. Code § 6-114 and the rules issued by the Comptroller thereunder.

Section 13.10 MacBride Principles

A. In accordance with and to the extent required by Admin. Code § 6-115.1, the 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 Agreement.

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

Section 13.11 Access to Public Health Insurance Coverage Information

A. Participating Agencies. Pursuant to Charter § 1069, if this Agreement is with a participating City agency and the Contractor is one to whom this Section 13.11 applies as provided in Paragraph B of this Section 13.11, the Contractor hereby agrees to fulfill the obligations in Paragraph C of this Section 13.11. The participating City agencies are: the Administration for Children's Services; the City Clerk; the Commission on Human Rights; the Department for the Aging; the Department of Corrections; the Department of Homeless Services; the Department of Housing Preservation and Development; the Department of Juvenile Justice; the Department of Health and Mental Hygiene; the Department of Probation; the Department of Social Services/Human Resources Administration; the Taxi and Limousine Commission; the Department of Youth and Community Development; the Office to Combat Domestic Violence; and the Office of Immigrant Affairs.

B. Applicability to Certain Contractors. This Section 13.11 shall be applicable to a Contractor operating pursuant to an Agreement which (i) is in excess of $250,000.00 and (ii) requires such Contractor to supply individuals with a written application for, or written renewal or recertification of services, or request for change of address form in the daily administration of its contractual obligation to such participating City agency. "Contractors" to whom this Section 13.11 applies shall be deemed to include subcontractors if the subcontract requires the subcontractor to supply individuals with a written application for, or written renewal or recertification of services, or request for change of address form in the daily administration of the subcontractor's contractual obligation.

C. Distribution of Public Health Insurance Pamphlet. In accordance with Charter § 1069, when the participating City agency supplies the Contractor with the public health insurance program options pamphlet published by the Department of Health and Mental Hygiene pursuant to Section 17-183 of the Admin. Code (hereinafter "pamphlet"), the Contractor hereby agrees as follows:

1. The Contractor will distribute the pamphlet to all persons requesting a written application for services, renewal or recertification of services or request for a change of address relating to the provision of services.

2. The Contractor will include a pamphlet with any Contractor communication sent through the United States mail for the purpose of supplying an individual with a written application for services, renewal or recertification of services or with a request for a change of address form relating to the provision of services.

3. The Contractor will provide an opportunity for an individual requesting a written application for services, renewal or recertification for services or change of address form relating to the provision of services via the Internet to request a pamphlet, and will provide such pamphlet by United States mail or an Internet address where such

pamphlet may be viewed or downloaded, to any person who indicates via the Internet that they wish to be sent a pamphlet.

4. The Contractor will ensure that its employees do not make any statement to an applicant for services or client or take any action the purpose or effect of which is to lead the applicant or client to believe that a decision to request public health insurance or a pamphlet has any bearing on their eligibility to receive or the availability of services or benefits.

5. The Contractor will comply with: (i) any procedures established by the participating City agency to implement Charter § 1069; (ii) any determination of the commissioner or head of the participating City agency (which is concurred in by the commissioner of the Department of Health and Mental Hygiene) to exclude a program, in whole or in part, from the requirements of Charter § 1069; and (iii) any determination of the commissioner or head of the participating City agency (which is concurred in by the commissioner of the Department of Health and Mental Hygiene) as to which Workforce Investment Act of 1998 offices providing workforce development services shall be required to fulfill the obligations under Charter § 1069.

D. Non-applicability to Certain Services. The provisions of this Section 13.11 shall not apply to services that must be provided to prevent actual or potential danger to the life, health or safety of any individual or to the public.

Section 13.12 Distribution of Personal Identification Materials

A. Participating Agencies. Pursuant to City Executive Order No. 150 of 2011 ("E.O. 150"), if this Agreement is with a participating City agency and the Contractor has regular contact with the public in the daily administration of its business, the Contractor must comply with the requirements of this Section 13.12. The participating City agencies are: Administration for Children's Services, Department of Consumer Affairs, Department of Correction, Department of Health and Mental Hygiene, Department of Homeless Services, Department of Housing Preservation and Development, Human Resources Administration, Department of Parks and Recreation, Department of Probation, and Department of Youth and Community Development.

B. Policy. As expressed in E.O. 150, it is the policy of the City to provide information to individuals about how they can obtain the various forms of City, State, and Federal government-issued identification and, where appropriate, to assist them with the process for applying for such identification.

C. Distribution of Materials. If the Contractor has regular contact with the public in the daily administration of its business, the Contractor hereby agrees to provide and distribute materials and information related to whether and how to obtain various forms of City, State, and Federal government-issued identification as the Agency directs in accordance with the Agency's plans developed pursuant to E.O. 150.

ARTICLE 14 - MISCELLANEOUS PROVISIONS

Section 14.01 Conditions Precedent

A. This Agreement shall be neither binding nor effective unless and until it is registered pursuant to Charter § 328.

B. The requirements of this Section 14.01 shall be in addition to, and not in lieu of, any approval or authorization otherwise required for this Agreement to be effective and for the expenditure of City funds.

Section 14.02 Merger

This written Agreement contains all the terms and conditions agreed upon by the parties, and no other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties, or to modify any of the terms contained in this Agreement, other than a written change, amendment or modification duly executed by both parties pursuant to Article 9 of this Appendix A.

Section 14.03 Headings

Headings are inserted only as a matter of convenience and therefore are not a part of and do not affect the substance of this Agreement.

Section 14.04 Notice

A. The Contractor and the Department hereby designate the business addresses and email addresses specified in Schedule A (and if not specified in Schedule A, as specified at the beginning of this Agreement) as the places where all notices, directions, or communications from one such party to the other party shall be delivered, or to which they shall be mailed. Either party may change its notice address at any time by an instrument in writing executed and acknowledged by the party making such change and delivered to the other party in the manner as specified below.

B. Any notice, direction, or communication from either party to the other shall be in writing and shall be deemed to have been given when (i) delivered personally; (ii) sent by certified mail, return receipt requested; (iii) delivered by overnight or same day courier service in a properly addressed envelope with confirmation; or (iv) sent by email and, unless receipt of the e-mail is acknowledged by the recipient by email, deposited in a post office box regularly maintained by the United States Postal Service in a properly addressed, postage pre-paid envelope.

C. Nothing in this Section 14.04 shall be deemed to serve as a waiver of any requirements for the service of notice or process in the institution of an action or proceeding as provided by Law, including the New York Civil Practice Law and Rules.

CITY OF NEW YORK

ADDENDUM
TO
APPENDIX A JANUARY 2018 FINAL

This Addendum modifies Appendix A January 2018 Final, General Provisions Governing Contracts for Consultants, Professional, Technical, Human, and Client Services ("Appendix A"), as set forth below.

Subsection B of Section 5.08 (Confidentiality) of Appendix A is deleted in its entirety and replaced with the following:

Section 5.08 Confidentiality

* * *

B. Where in connection with the services under this Agreement the Contractor, or its employees, subcontractors, or agents, will have access to, acquire, disclose, or use any data that includes private information (as defined in Admin. Code § 10-501(b)), the Contractor shall provide written notice to the Department within three days of the earlier of discovery by the Contractor or notification to Contractor of any breach of security (as defined in Admin. Code § 10-501(c)). Such notice shall inform the Department of the nature and scope of the breach of security.

1. Upon such discovery or notification of such breach of security, the Contractor shall take reasonable steps to determine the cause(s) of such breach and to remediate the cause(s) of such breach, shall provide written notice to the Department of such steps, and shall cooperate with any investigation conducted by the City of such breach. Such cooperation includes, but is not limited to, promptly responding to the City's reasonable inquiries and providing prompt access to in human and machine readable format all evidentiary artifacts associated with such breach of security, such as relevant records, logs, files, data reporting, and other materials.

2. In the event of such breach of security, the Contractor shall cooperate and coordinate with the City regarding any notifications determined by the City to be made to individuals affected by such breach.

3. Without limiting any other right of the City, the City shall have the right to withhold further payments under this Agreement for the purpose of set-off in sufficient sums to cover the costs of such notifications to individuals affected by the breach of security and/or other actions mandated by any Law, or administrative or judicial order, to address such breach of security, and to cover the costs of any fines or disallowances imposed by the State or federal government as a result of such breach. The City shall

also have the right to withhold further payments hereunder for the purpose of set-off in sufficient sums to cover the costs of identity theft monitoring services for individuals affected by such breach of security by a national credit reporting agency, and/or any other commercially reasonable preventive measure. The Department shall provide the Contractor with written notice and an opportunity to comment on such preventive measures prior to implementation. Alternatively, at the City's discretion, or if monies remaining to be earned or paid under this Agreement are insufficient to cover the costs detailed above, the Contractor shall pay directly for the costs, detailed above, if any.

SCHEDULE A

Article 7 -- Insurance	
Types of Insurance (per Article 7 in its entirety, including listed paragraph)	**Minimum Limits and Special Conditions**
■ Workers' Compensation §7.02 ■ Disability Benefits Insurance §7.02 ■ Employers' Liability §7.02	Statutory amounts.
■ Commercial General Liability §7.03(A)	$2,000,000.00 per occurrence $2,000,000.00 personal & advertising injury (unless waived in writing by the Department) $5,000,000.00 aggregate $2,000,000.00 products/completed operations Additional Insureds: 1. City of New York, including its officials and employees.
■ Commercial Auto Liability §7.03(B)	$2,000,000.00 per accident combined single limit If vehicles are used for transporting hazardous materials, the Contractor shall provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS 90.
■ Professional Liability/Errors & Omissions §7.03(C)	$2,000,000.00 per claim
Section 10.07 – Liquidated Damages	
• None	

Section 14.04 – Notice	
Department's Mailing Address and Email Address for Notices	NYC Department of Sanitation Katherine Kitchener Director, Resource Recovery 375 Pearl Street, 18^{th} Floor New York, NY 10038 Email: kkitchener@dsny.nyc.gov
Contractor's Mailing Address and Email Address for Notices	

CERTIFICATES OF INSURANCE

Instructions to New York City Agencies, Departments, and Offices

All certificates of insurance (except certificates of insurance solely evidencing Workers' Compensation Insurance, Employer's Liability Insurance, and/or Disability Benefits Insurance) must be accompanied by one of the following:

(1) the Certification by Insurance Broker or Agent on the following page setting forth the required information and signatures;

-- OR --

(2) copies of all policies as certified by an authorized representative of the issuing insurance carrier that are referenced in such certificate of insurance. If any policy is not available at the time of submission, certified binders may be submitted until such time as the policy is available, at which time a certified copy of the policy shall be submitted.

CITY OF NEW YORK
<u>CERTIFICATION BY INSURANCE BROKER OR AGENT</u>

The undersigned insurance broker or agent represents to the City of New York that the attached Certificate of Insurance is accurate in all material respects.

____
[Name of broker or agent (typewritten)]

____
[Address of broker or agent (typewritten)]

____
[Email address of broker or agent (typewritten)]

____
[Phone number/Fax number of broker or agent (typewritten)]

____
[Signature of authorized official, broker, or agent]

____
[Name and title of authorized official, broker, or agent (typewritten)]

State of ……………………….)
) ss.:
County of …………………….)

Sworn to before me this _____ day of ___________ 20___

____
NOTARY PUBLIC FOR THE STATE OF ____________________

WHISTLEBLOWER PROTECTION EXPANSION ACT POSTER

REPORT

CORRUPTION, FRAUD, UNETHICAL CONDUCT

RELATING TO A NYC-FUNDED CONTRACT
OR PROJECT
CALL THE NYC DEPARTMENT OF INVESTIGATION

212-825-5959

DOI CAN ALSO BE REACHED BY MAIL
OR IN PERSON AT:
New York City Department of
Investigation (DOI)
80 Maiden Lane, 17th floor
New York, New York 10038
Attention: COMPLAINT BUREAU

OR FILE A COMPLAINT ON-LINE AT:
www.nyc.gov/doi

All communications are confidential

Or scan the QR Code above
to make a complaint

THE LAW PROTECTS EMPLOYEES OF
CITY CONTRACTORS WHO REPORT CORRUPTION

- Any employee of a City contractor, or subcontractor of the City, or a City contractor with a contract valued at more than $100,000 is protected under the law from retaliation by his or her employer if the employee reports wrongdoing related to the contract to the DOI.
- **To be protected by this law,** an employee must report to DOI − or to certain other specified government officials − information about fraud, false claims, corruption, criminality, conflict of interest, gross mismanagement, or abuse of authority relating to a City contract valued at more than $100,000.
- Any employee who makes such a report and who believes he or she has been dismissed, demoted, suspended, or otherwise subject to an adverse personnel action because of that report is entitled to bring a lawsuit against the contractor and recover damages

ATTACHMENT A

NOTICE TO ALL PROSPECTIVE CONTRACTORS

NOTICE TO ALL PROSPECTIVE CONTRACTORS

PARTICIPATION BY MINORITY-OWNED AND WOMEN-OWNED BUSINESS ENTERPRISES IN CITY PROCUREMENT

ARTICLE I. M/WBE PROGRAM

Section 6-129 of the Administrative Code of the City of New York ("Section 6-129") establishes the program for participation in City procurement ("M/WBE Program") by minority-owned business enterprises ("MBEs") and women-owned business enterprises ("WBEs"), certified in accordance with Section 1304 of the New York City Charter. As stated in Section 6-129, the intent of the program is to address the impact of discrimination on the City's procurement process, and to promote the public interest in avoiding fraud and favoritism in the procurement process, increasing competition for City business, and lowering contract costs. The contract provisions contained herein are pursuant to Section 6-129, and the rules of the Department of Small Business Services ("DSBS") promulgated thereunder.

If this Contract is subject to the M/WBE Program established by Section 6-129, the specific requirements of MBE and/or WBE participation for this Contract are set forth in Schedule B of the Contract (entitled the "M/WBE Utilization Plan") and are detailed below. Contracts solicited through the Procurement and Sourcing Solutions Portal (PASSPort) will contain a Schedule B in the format outlined in the Schedule B – M/WBE Utilization Plan & PASSPort rider. The provisions of this notice will apply to contracts subject to the M/WBE Program established by Section 6-129 regardless of solicitation source.

The Contractor must comply with all applicable MBE and WBE requirements for this Contract.

All provisions of Section 6-129 are hereby incorporated in the Contract by reference and all terms used herein that are not defined herein shall have the meanings given such terms in Section 6-129.

References to MBEs or WBEs shall also include such businesses certified pursuant to the executive law where credit is required by section 311 of the New York City Charter or other provision of law.

Article I, Part A, below, sets forth provisions related to the participation goals for construction, standard and professional services contracts.

Article I, Part B, below, sets forth miscellaneous provisions related to the M/WBE Program.

PART A

PARTICIPATION GOALS FOR CONSTRUCTION, STANDARD AND PROFESSIONAL SERVICES CONTRACTS OR TASK ORDERS

1. The **MBE and/or WBE Participation Goals** established for this Contract or Task Orders issued pursuant to this Contract, ("**Participation Goals**"), as applicable, are set forth on Schedule B, Part 1 to this Contract (see Page 1, Line 1 Total Participation Goals) or will be set forth on Schedule B, Part 1 to Task Orders issued pursuant to this Contract, as applicable.

The **Participation Goals** represent a percentage of the total dollar value of the Contract or Task Order, as applicable, that may be achieved by awarding subcontracts to firms certified with DSBS as MBEs and/or WBEs, and/or by crediting the participation of prime contractors and/or qualified joint ventures as provided in Section 3 below, unless the goals have been waived or modified by Agency in accordance with Section 6-129 and Part A, Sections 10 and 11 below, respectively.

2. If **Participation Goals** have been established for this Contract or Task Orders issued pursuant to this Contract, Contractor agrees or shall agree as a material term of the Contract that Contractor shall be subject to the **Participation Goals**, unless the goals are waived or modified by Agency in accordance with Section 6-129 and Part A, Sections 10 and 11 below, respectively.

3. If **Participation Goals** have been established for this Contract or Task Order issued pursuant to this Contract, a Contractor that is an MBE and/or WBE shall be permitted to count its own participation toward fulfillment of the relevant **Participation Goal**, provided that in accordance with Section 6-129 the value of Contractor's participation shall be determined by subtracting from the total value of the Contract or Task Order, as applicable, any amounts that the Contractor pays to direct subcontractors (as defined in Section 6-129(c)(13)), and provided further that a Contractor that is certified as both an MBE and a WBE may count its own participation either toward the goal for MBEs or the goal for WBEs, but not both.

A Contractor that is a qualified joint venture (as defined in Section 6-129(c)(30)) shall be permitted to count a percentage of its own participation toward fulfillment of the relevant **Participation Goal**. In accordance with Section 6-129, the value of Contractor's participation shall be determined by subtracting from the total value of the Contract or Task Order, as applicable, any amounts that Contractor pays to direct subcontractors, and then multiplying the remainder by the percentage to be applied to total profit to determine the amount to which an MBE or WBE is entitled pursuant to the joint venture agreement, provided that where a participant in a joint venture is certified as both an MBE and a WBE, such amount shall be counted either toward the goal for MBEs or the goal for WBEs, but not both.

4. A. If **Participation Goals** have been established for this Contract, a prospective contractor shall be required to submit with its bid or proposal, as applicable, a completed Schedule B, M/WBE Utilization Plan, Part 2 (see Pages1-2) indicating: (a) whether the contractor is an MBE or WBE, or qualified joint venture; (b) the percentage of work it intends to award to direct subcontractors; (c) in cases where the contractor intends to award direct subcontracts, a description of the type and dollar value of work designated for participation by

MBEs and/or WBEs, and the time frames in which such work is scheduled to begin and end; as well as the name, addresses, and telephone numbers of the M/WBE subcontractors if required by the solicitation; and (d) the prospective contractor's required certification and affirmations. In the event that this M/WBE Utilization Plan indicates that the bidder or proposer, as applicable, does not intend to meet the **Participation Goals**, the bid or proposal, as applicable, shall be deemed non-responsive, unless Agency has granted the bidder or proposer, as applicable, a pre-award waiver of the **Participation Goals** in accordance with Section 6-129 and Part A, Section 10 below.

B. (i) If this Contract is for a master services agreement or other requirements type contract that will result in the issuance of Task Orders that will be individually registered ("Master Services Agreement") and is subject to M/WBE **Participation Goals**, a prospective contractor shall be required to submit with its bid or proposal, as applicable, a completed Schedule B, M/WBE Participation Requirements for Master Services Agreements That Will Require Individually Registered Task Orders, Part 2 (page 2) indicating the prospective contractor's certification and required affirmations to make all reasonable good faith efforts to meet participation goals established on each individual Task Order issued pursuant to this Contract, or if a partial waiver is obtained or such goals are modified by the Agency, to meet the modified **Participation Goals** by soliciting and obtaining the participation of certified MBE and/or WBE firms. In the event that the Schedule B indicates that the bidder or proposer, as applicable, does not intend to meet the **Participation Goals** that may be established on Task Orders issued pursuant to this Contract, the bid or proposal, as applicable, shall be deemed non-responsive.

(ii) **Participation Goals** on a Master Services Agreement will be established for individual Task Orders issued after the Master Services Agreement is awarded. If **Participation Goals** have been established on a Task Order, a contractor shall be required to submit a Schedule B – M/WBE Utilization Plan For Independently Registered Task Orders That Are Issued Pursuant to Master Services Agreements, Part 2 (see Pages 1-2) indicating: (a) whether the contractor is an MBE or WBE, or qualified joint venture; (b) the percentage of work it intends to award to direct subcontractors; (c) in cases where the contractor intends to award direct subcontracts, a description of the type and dollar value of work designated for participation by MBEs and/or WBEs, and the time frames in which such work is scheduled to begin and end; as well as the name, addresses, and telephone numbers of the M/WBE subcontractors if required by the solicitation; and (d) the prospective contractor's required certification and affirmations. The contractor must engage in good faith efforts to meet the **Participation Goals** as established for the Task Order unless Agency has granted the contractor a pre-award waiver of the **Participation Goals** in accordance with Section 6-129 and Part A, Section 10 below.

C. THE BIDDER/PROPOSER MUST COMPLETE THE SCHEDULE B INCLUDED HEREIN (SCHEDULE B, PART 2). A SCHEDULE B SUBMITTED BY THE BIDDER/PROPOSER WHICH DOES NOT INCLUDE THE VENDOR CERTIFICATION AND REQUIRED AFFIRMATIONS WILL BE DEEMED TO BE NON-RESPONSIVE, UNLESS A FULL WAIVER OF THE PARTICIPATION GOALS IS GRANTED (SCHEDULE B, PART 3). IN THE EVENT THAT THE CITY DETERMINES THAT THE BIDDER/PROPOSER HAS SUBMITTED A SCHEDULE B WHERE THE VENDOR CERTIFICATION AND REQUIRED AFFIRMATIONS ARE COMPLETED BUT OTHER ASPECTS OF THE SCHEDULE B ARE NOT COMPLETE, OR CONTAIN A COPY OR COMPUTATION ERROR THAT IS AT ODDS WITH THE

VENDOR CERTIFICATION AND AFFIRMATIONS, THE BIDDER/PROPOSER WILL BE NOTIFIED BY THE AGENCY AND WILL BE GIVEN FOUR (4) CALENDAR DAYS FROM RECEIPT OF NOTIFICATION TO CURE THE SPECIFIED DEFICIENCIES AND RETURN A COMPLETED SCHEDULE B TO THE AGENCY. FAILURE TO DO SO WILL RESULT IN A DETERMINATION THAT THE BID/PROPOSAL IS NON-RESPONSIVE. RECEIPT OF NOTIFICATION IS DEFINED AS THE DATE NOTICE IS E-MAILED OR FAXED (IF THE BIDDER/PROPOSER HAS PROVIDED AN E-MAIL ADDRESS OR FAX NUMBER), OR NO LATER THAN FIVE (5) CALENDAR DAYS FROM THE DATE OF MAILING OR UPON DELIVERY, IF DELIVERED.

5. Where an **M/WBE** Utilization Plan has been submitted, the Contractor shall, within 30 days of issuance by Agency of a notice to proceed, submit a list of proposed persons or entities to which it intends to award subcontracts within the subsequent 12 months. In the case of multi-year contracts, such list shall also be submitted every year thereafter. The Agency may also require the Contractor to report periodically about the contracts awarded by its direct subcontractors to indirect subcontractors (as defined in Section 6-129(c)(22)). **PLEASE NOTE: If this Contract is a public works project subject to GML §101(5) (i.e., a contract valued at or below $3M for projects in New York City) or if the Contract is subject to a project labor agreement in accordance with Labor Law §222, and the bidder is required to identify at the time of bid submission its intended subcontractors for the Wicks trades (plumbing and gas fitting; steam heating, hot water heating, ventilating and air conditioning (HVAC); and electric wiring), the Contractor must identify all those to which it intends to award construction subcontracts for any portion of the Wicks trade work at the time of bid submission, regardless of what point in the life of the contract such subcontracts will occur. In identifying intended subcontractors in the bid submission, bidders may satisfy any Participation Goals established for this Contract by proposing one or more subcontractors that are MBEs and/or WBEs for any portion of the Wicks trade work.** In the event that the Contractor's selection of a subcontractor is disapproved, the Contractor shall have a reasonable time to propose alternate subcontractors.

6. MBE and WBE firms must be certified by DSBS in order for the Contractor to credit such firms' participation toward the attainment of the **Participation Goals**. Such certification must occur prior to the firms' commencement of work. A list of city-certified MBE and WBE firms may be obtained from the DSBS website at www.nyc.gov/buycertified, by emailing DSBS at buyer@sbs.nyc.gov, by calling (212) 513-6451, or by visiting or writing DSBS at One Liberty Plaza, New York, New York, 10006, 11th floor. Eligible firms that have not yet been certified may contact DSBS in order to seek certification by visiting www.nyc.gov/getcertified, emailing MWBE@sbs.nyc.gov, or calling the DSBS certification helpline at (212) 513-6311. A firm that is certified as both an MBE and a WBE may be counted either toward the goal for MBEs or the goal for WBEs, but not both. No credit shall be given for participation by a graduate MBE or graduate WBE, as defined in Section 6-129(c)(20).

7. Where an **M/WBE** Utilization Plan has been submitted, the Contractor shall, with each voucher for payment, and/or periodically as Agency may require, submit statements, certified under penalty of perjury, which shall include, but not be limited to,: the total amount the Contractor paid to its direct subcontractors, and, where applicable pursuant to Section 6-129(j), the total amount direct subcontractors paid to indirect subcontractors; the names, addresses and contact numbers of each MBE or WBE hired as a subcontractor by the Contractor, and, where

applicable, hired by any of the Contractor's direct subcontractors; and the dates and amounts paid to each MBE or WBE. The Contractor shall also submit, along with its voucher for final payment: the total amount it paid to subcontractors, and, where applicable pursuant to Section 6-129(j), the total amount its direct subcontractors paid directly to their indirect subcontractors; and a final list, certified under penalty of perjury, which shall include the name, address and contact information of each subcontractor that is an MBE or WBE, the work performed by, and the dates and amounts paid to each.

8. If payments made to, or work performed by, MBEs or WBEs are less than the amount specified in the Contractor's **M/WBE** Utilization Plan, Agency shall take appropriate action, in accordance with Section 6-129 and Article II below, unless the Contractor has obtained a modification of its **M/WBE** Utilization Plan in accordance with Section 6-129 and Part A, Section 11 below.

9. Where an **M/WBE** Utilization Plan has been submitted, and the Contractor requests a change order the value of which exceeds the greater of 10 percent of the Contract or Task Order, as applicable, or $500,000, Agency shall review the scope of work for the Contract or Task Order, as applicable, and the scale and types of work involved in the change order, and determine whether the **Participation Goals** should be modified.

10. Pre-award waiver of **the Participation Goals**. (a) A bidder or proposer, or contractor with respect to a Task Order, may seek a pre-award full or partial waiver of the Participation Goals in accordance with Section 6-129, which requests that Agency change one or more **Participation Goals** on the grounds that the **Participation Goals** are unreasonable in light of the availability of certified firms to perform the services required, or by demonstrating that it has legitimate business reasons for proposing a lower level of subcontracting in its M/WBE Utilization Plan.

(b) To apply for a full or partial waiver of the **Participation Goals**, a bidder, proposer, or contractor, as applicable, must complete Part 3 of Schedule B **and submit such request no later than seven (7) calendar days prior to the date and time the bids, proposals, or Task Orders are due, in writing to the Agency Contact Person listed in Schedule B, Part 1**. **Full or partial waiver requests that are received later than seven (7) calendar days prior to the date and time the bids, proposals, or Task Orders are due may be rejected as untimely**. Bidders, proposers, or contractors, as applicable, who have submitted timely requests will receive an Agency response by no later than two (2) calendar days prior to the due date for bids, proposals, or Task Orders; provided, however, that if that date would fall on a weekend or holiday, an Agency response will be provided by close-of-business on the business day before such weekend or holiday date.

(c) If the Agency determines that the **Participation Goals** are unreasonable in light of the availability of certified firms to perform the services required, it shall revise the solicitation and extend the deadline for bids and proposals, or revise the Task Order, as applicable.

(d) Agency may grant a full or partial waiver of the **Participation Goals** to a bidder, proposer or contractor, as applicable, who demonstrates—before submission of the bid, proposal or Task Order, as applicable—that it has legitimate business reasons for proposing the level of subcontracting in its **M/WBE** Utilization Plan. In making its determination, Agency shall consider factors that shall include, but not be limited to, whether the bidder, proposer or contractor, as applicable, has the capacity and the bona fide intention to perform the Contract without any subcontracting, or to perform the Contract without awarding the amount of subcontracts represented by the **Participation Goals**. In making such determination, Agency may consider whether the **M/WBE** Utilization Plan is consistent with past subcontracting practices of the bidder, proposer or contractor, as applicable, whether the bidder, proposer or contractor, as applicable, has made efforts to form a joint venture with a certified firm, and whether the bidder, proposer, or contractor, as applicable, has made good faith efforts to identify other portions of the Contract that it intends to subcontract.

11. Modification of **M/WBE** Utilization Plan. (a) A Contractor may request a modification of its **M/WBE** Utilization Plan after award of this Contract. **PLEASE NOTE: If this Contract is a public works project subject to GML §101(5) (i.e., a contract valued at or below $3M for projects in New York City) or if the Contract is subject to a project labor agreement in accordance with Labor Law §222, and the bidder is required to identify at the time of bid submission its intended subcontractors for the Wicks trades (plumbing and gas fitting; steam heating, hot water heating, ventilating and air conditioning (HVAC); and electric wiring), the Contractor may request a Modification of its M/WBE Utilization Plan as part of its bid submission.** The Agency may grant a request for Modification of a Contractor's **M/WBE** Utilization Plan if it determines that the Contractor has established, with appropriate documentary and other evidence, that it made reasonable, good faith efforts to meet the **Participation Goals**. In making such determination, Agency shall consider evidence of the following efforts, as applicable, along with any other relevant factors:

(i) The Contractor advertised opportunities to participate in the Contract, where appropriate, in general circulation media, trade and professional association publications and small business media, and publications of minority and women's business organizations;

(ii) The Contractor provided notice of specific opportunities to participate in the Contract, in a timely manner, to minority and women's business organizations;

(iii) The Contractor sent written notices, by certified mail or facsimile, in a timely manner, to advise MBEs or WBEs that their interest in the Contract was solicited;

(iv) The Contractor made efforts to identify portions of the work that could be substituted for portions originally designated for participation by MBEs and/or WBEs in the **M/WBE** Utilization Plan, and for which the Contractor claims an inability to retain MBEs or WBEs;

(v) The Contractor held meetings with MBEs and/or WBEs prior to the date their bids or proposals were due, for the purpose of explaining in detail the scope and requirements of the work for which their bids or proposals were solicited;

(vi) The Contractor made efforts to negotiate with MBEs and/or WBEs as relevant to perform specific subcontracts, or act as suppliers or service providers;

(vii) Timely written requests for assistance made by the Contractor to Agency's M/WBE liaison officer and to DSBS;

(viii) Description of how recommendations made by DSBS and Agency were acted upon and an explanation of why action upon such recommendations did not lead to the desired level of participation of MBEs and/or WBEs.

Agency's M/WBE officer shall provide written notice to the Contractor of the determination.

(b) The Agency may modify the **Participation Goals** when the scope of the work has been changed by the Agency in a manner that affects the scale and types of work that the Contractor indicated in its **M/WBE Utilization Plan** would be awarded to subcontractors.

12. If the Contractor was required to identify in its bid or proposal the MBEs and/or WBEs they intended to use in connection with the performance of the Contract or Task Order, substitutions to the identified firms may only be made with the approval of the Agency, which shall only be given when the Contractor has proposed to use a firm that would satisfy the **Participation Goals** to the same extent as the firm previously identified, unless the Agency determines that the Contractor has established, with appropriate documentary and other evidence, that it made reasonable, good faith efforts. In making such determination, the Agency shall require evidence of the efforts listed in Section 11(a) above, as applicable, along with any other relevant factors.

13. If this Contract is for an indefinite quantity of construction, standard or professional services or is a requirements type contract and the Contractor has submitted an **M/WBE** Utilization Plan and has committed to subcontract work to MBEs and/or WBEs in order to meet the **Participation Goals**, the Contractor will not be deemed in violation of the M/WBE Program requirements for this Contract with regard to any work which was intended to be subcontracted to an MBE and/or WBE to the extent that the Agency has determined that such work is not needed.

14. If **Participation Goals** have been established for this Contract or a Task Order issued pursuant to this Contract, at least once annually during the term of the Contract or Task Order, as applicable, Agency shall review the Contractor's progress toward attainment of its **M/WBE** Utilization Plan, including but not limited to, by reviewing the percentage of work the Contractor has actually awarded to MBE and/or WBE subcontractors and the payments the Contractor made to such subcontractors.

15. If **Participation Goals** have been established for this Contract or a Task Order issued pursuant to this Contract, Agency shall evaluate and assess the Contractor's performance in meeting those goals, and such evaluation and assessment shall become part of the Contractor's overall contract performance evaluation.

PART B

MISCELLANEOUS

1. The Contractor shall take notice that, if this solicitation requires the establishment of a **M/WBE** Utilization Plan, the resulting contract may be audited by DSBS to determine compliance with Section 6-129. See §6-129(e)(10). Furthermore, such resulting contract may also be examined by the City's Comptroller to assess compliance with the **M/WBE** Utilization Plan.

2. Pursuant to DSBS rules, construction contracts that include a requirement for a **M/WBE** Utilization Plan shall not be subject to the law governing Locally Based Enterprises set forth in Section 6-108.1 of the Administrative Code of the City of New York.

3. DSBS is available to assist contractors and potential contractors in determining the availability of MBEs and/or WBEs to participate as subcontractors, and in identifying opportunities that are appropriate for participation by MBEs and/or WBEs in contracts.

4. Prospective contractors are encouraged to enter into qualified joint venture agreements with MBEs and/or WBEs as defined by Section 6-129(c)(30).

5. By submitting a bid or proposal the Contractor hereby acknowledges its understanding of the M/WBE Program requirements set forth herein and the pertinent provisions of Section 6-129, and any rules promulgated thereunder, and if awarded this Contract, the Contractor hereby agrees to comply with the M/WBE Program requirements of this Contract and pertinent provisions of Section 6-129, and any rules promulgated thereunder, all of which shall be deemed to be material terms of this Contract. The Contractor hereby agrees to make all reasonable, good faith efforts to solicit and obtain the participation of MBEs and/or WBEs to meet the required **Participation Goals**.

ARTICLE II. ENFORCEMENT

1. If Agency determines that a bidder or proposer, as applicable, has, in relation to this procurement, violated Section 6-129 or the DSBS rules promulgated pursuant to Section 6-129, Agency may disqualify such bidder or proposer, as applicable, from competing for this Contract and the Agency may revoke such bidder's or proposer's prequalification status, if applicable.

2. Whenever Agency believes that the Contractor or a subcontractor is not in compliance with Section 6-129 or the DSBS rules promulgated pursuant to Section 6-129, or any provision of this Contract that implements Section 6-129, including, but not limited to any **M/WBE** Utilization Plan, Agency shall send a written notice to the Contractor describing the alleged noncompliance and offering the Contractor an opportunity to be heard. Agency shall then conduct an investigation to determine whether such Contractor or subcontractor is in compliance.

3. In the event that the Contractor has been found to have violated Section 6-129, the DSBS rules promulgated pursuant to Section 6-129, or any provision of this Contract that implements

Section 6-129, including, but not limited to, any **M/WBE** Utilization Plan, Agency may determine that one of the following actions should be taken:

(a) entering into an agreement with the Contractor allowing the Contractor to cure the violation;

(b) revoking the Contractor's pre-qualification to bid or make proposals for future contracts;

(c) making a finding that the Contractor is in default of the Contract;

(d) terminating the Contract;

(e) declaring the Contractor to be in breach of Contract;

(f) withholding payment or reimbursement;

(g) determining not to renew the Contract;

(h) assessing actual and consequential damages;

(i) assessing liquidated damages or reducing fees, provided that liquidated damages may be based on amounts representing costs of delays in carrying out the purposes of the M/WBE Program, or in meeting the purposes of the Contract, the costs of meeting utilization goals through additional procurements, the administrative costs of investigation and enforcement, or other factors set forth in the Contract;

(j) exercising rights under the Contract to procure goods, services or construction from another contractor and charge the cost of such contract to the Contractor that has been found to be in noncompliance; or

(k) taking any other appropriate remedy.

4. If an **M/WBE** Utilization Plan has been submitted, and pursuant to this Article II, Section 3, the Contractor has been found to have failed to fulfill its **Participation Goals** contained in its **M/WBE** Utilization Plan or the **Participation Goals** as modified by Agency pursuant to Article I, Part A, Section 11, Agency may assess liquidated damages in the amount of ten percent (10%) of the difference between the dollar amount of work required to be awarded to MBE and/or WBE firms to meet the **Participation Goals** and the dollar amount the Contractor actually awarded and paid, and/or credited, to MBE and/or WBE firms. In view of the difficulty of accurately ascertaining the loss which the City will suffer by reason of Contractor’s failure to meet the **Participation Goals**, the foregoing amount is hereby fixed and agreed as the liquidated damages that the City will suffer by reason of such failure, and not as a penalty. Agency may deduct and retain out of any monies which may become due under this Contract the amount of any such liquidated damages; and in case the amount which may become due under this Contract shall be less than the amount of liquidated damages suffered by the City, the Contractor shall be liable to pay the difference.

5. Whenever Agency has reason to believe that an MBE and/or WBE is not qualified for certification, or is participating in a contract in a manner that does not serve a commercially useful function (as defined in Section 6-129(c)(8)), or has violated any provision of Section 6-129, Agency shall notify the Commissioner of DSBS who shall determine whether the certification of such business enterprise should be revoked.

6. Statements made in any instrument submitted to Agency pursuant to Section 6-129 shall be submitted under penalty of perjury and any false or misleading statement or omission shall be grounds for the application of any applicable criminal and/or civil penalties for perjury. The making of a false or fraudulent statement by an MBE and/or WBE in any instrument submitted pursuant to Section 6-129 shall, in addition, be grounds for revocation of its certification.

7. The Contractor's record in implementing its **M/WBE** Utilization Plan shall be a factor in the evaluation of its performance. Whenever Agency determines that a Contractor's compliance with an **M/WBE** Utilization Plan has been unsatisfactory, Agency shall, after consultation with the City Chief Procurement Officer, file an advice of caution form for inclusion in VENDEX as caution data.

ATTACHMENT B

SCHEDULE B – M/WBE UTILIZATION PLAN & PASSPORT

SCHEDULE B – M/WBE Utilization Plan & PASSPort

Modified July 2022

The M/WBE Requirements tab along with the information provided in the Subcontractors and Joint Ventures tab of the RFx encompasses a Prime Vendor's M/WBE Utilization Plan.

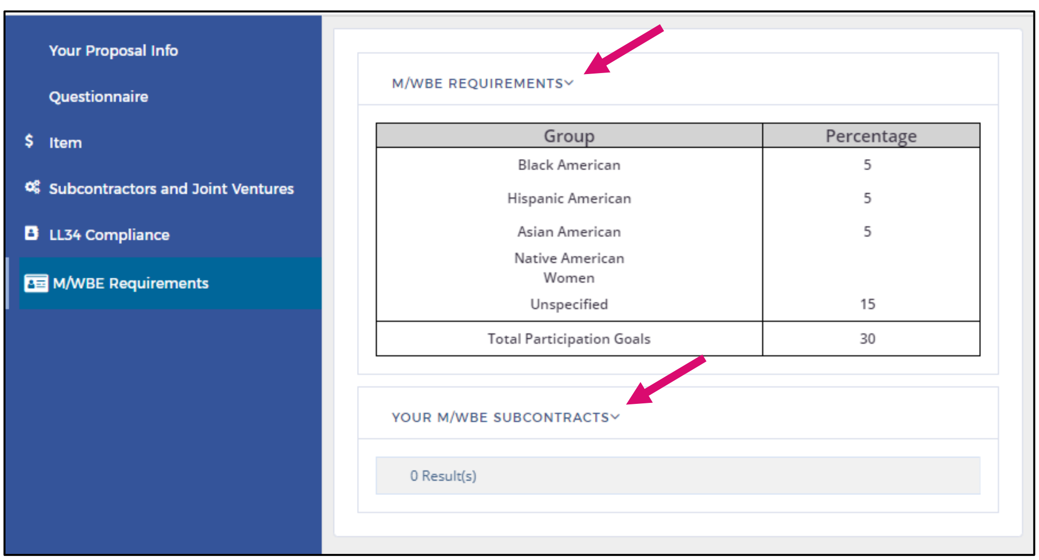
Part 1: M/WBE Participation Goals

The M/WBE Participation Goals are found in the M/WBE Requirements tab of your RFx (Solicitation) response in PASSPort. Please follow the instructions below to **review** an RFx's M/WBE Participation Goals in PASSPort. Please refer to the Local Law 1 Notice to All Prospective Contractors for additional information about the M/WBE program related to this solicitation.

1. Log in to PASSPort and click the **pencil icon** to access the RFx.

2. Click the **Manage Responses** tab of the RFx and click the **pencil icon** to access your in progress response.

3. Click the **M/WBE Requirements** tab. The M/WBE Requirements section will outline the goals for the RFx. The Your M/WBE Subcontracts section will list all subcontracting work that you've identified for certified M/WBEs. (Please see Part 2 for instructions on how to add subcontracting information in PASSPort.)



Part 2: M/WBE Participation Plan

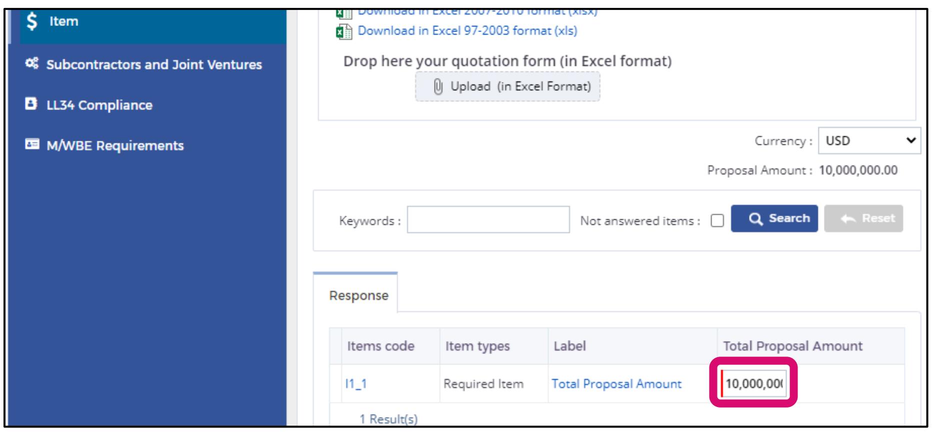
The M/WBE Participation Goals are found in both the M/WBE Requirements tab and the Subcontractors and Joint Ventures tab of your RFx (Solicitation) response in PASSPort. Please follow the instructions below to review an RFx's M/WBE Participation Goals and **enter** information in PASSPort to meet these goals. Please refer to the Local Law 1 Notice to All Prospective Contractors for additional information about the M/WBE program related to this solicitation.

1. Log in to PASSPort and click the **pencil icon** to access the RFx.

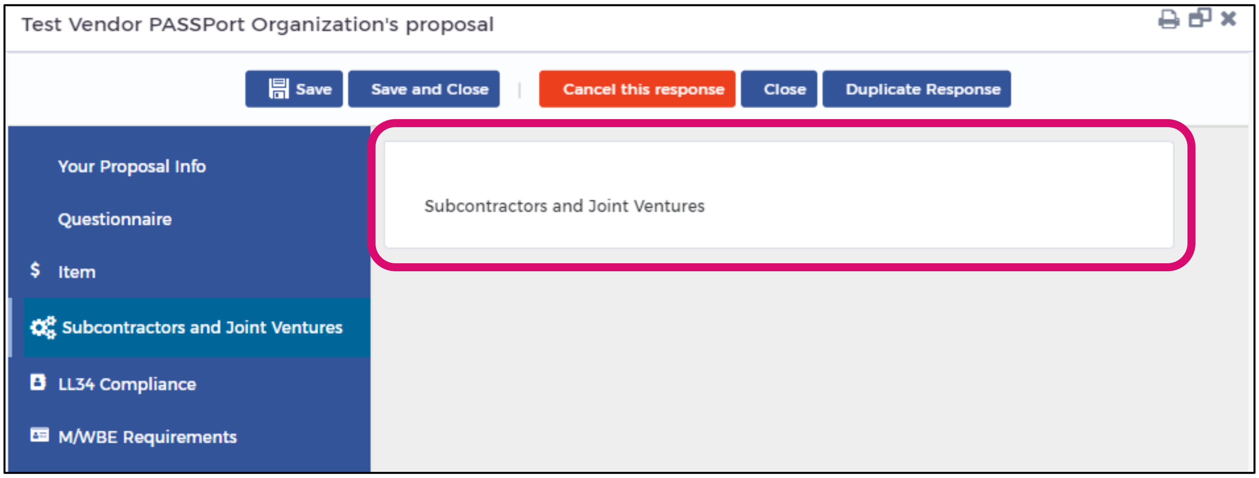
2. Click the **Manage Responses** tab of the RFx and click the **pencil icon** to access your in progress response.

3. Complete all the required sections in the Your Proposal Info, Questionnaire, Item, LL34 Compliance (if required) and all other relevant tabs in your Response.

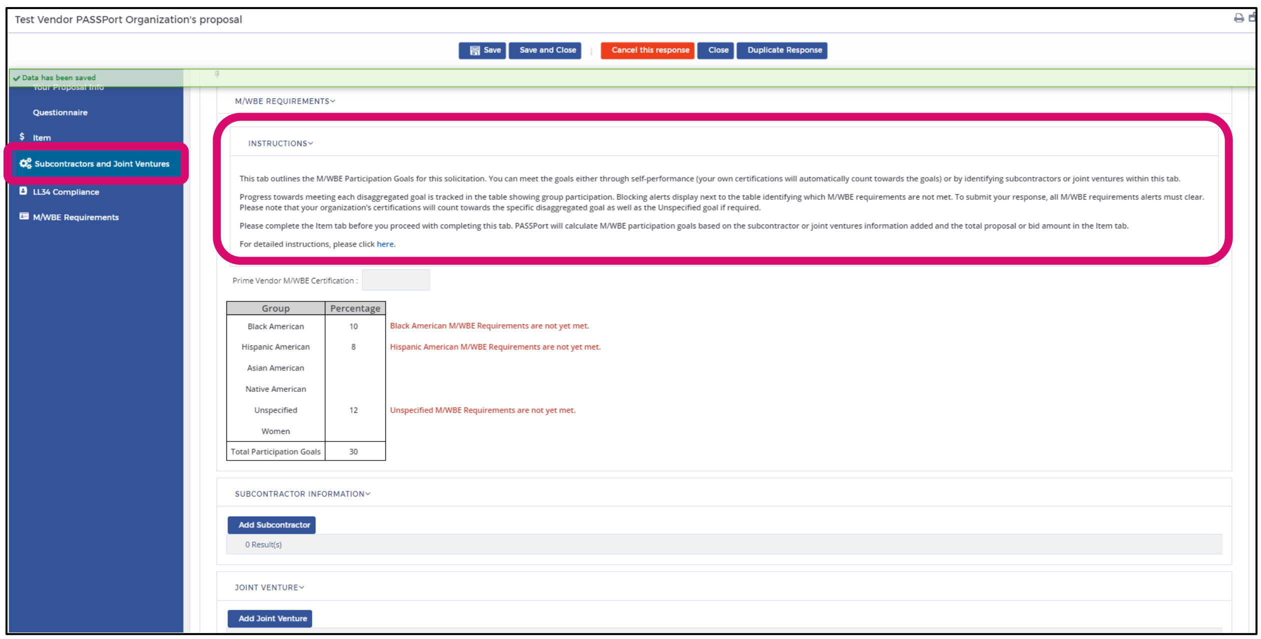
4. Be sure to complete the **Item** tab before the Subcontractors and Joint Ventures tab. Enter the **Proposal Amount** (or Bid Amount) and click **Save**.



5. To identify your M/WBE subcontractors and joint ventures, click the **Subcontractors and Joint Ventures** tab and click the white box with the Subcontractors and Joint Venture text.



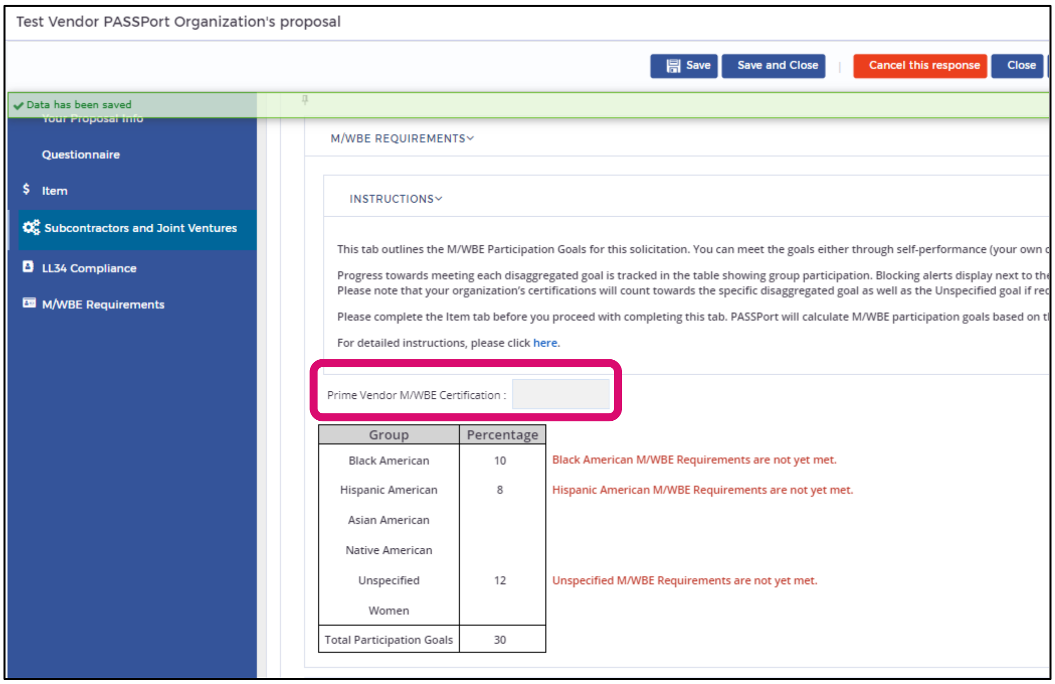
6. Read the instructions in the M/WBE Requirements section of this tab.



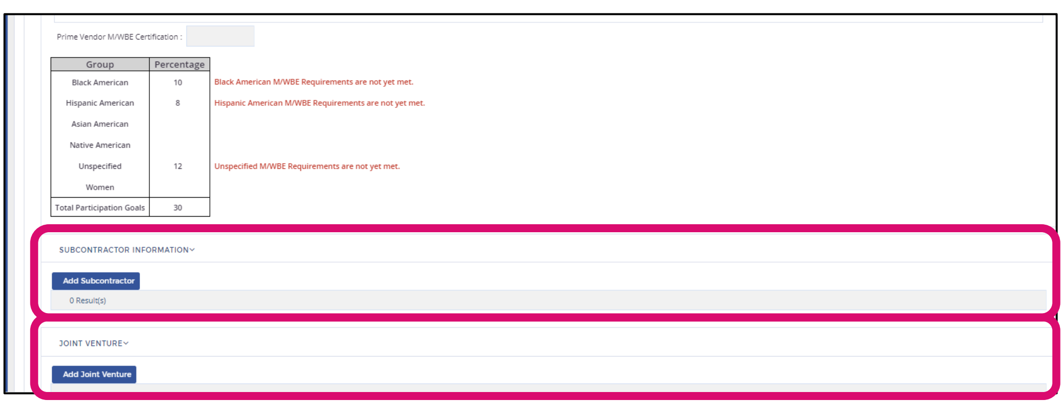
Mayor's Office of Contract Services

7. Your own organization’s M/WBE certifications count towards the Total Participation Goals and automatically display in the field directly below the Instructions labeled as **Prime Vendor M/WBE Certification**. Any M/WBE participation goals that remain unmet are highlighted with red text alerts displaying to the right of the M/WBE Participation Goals table.

   In this example, the Prime Vendor does not have any M/WBE Certifications displaying (the field is blank) and thus still needs to meet the requirements as indicated.



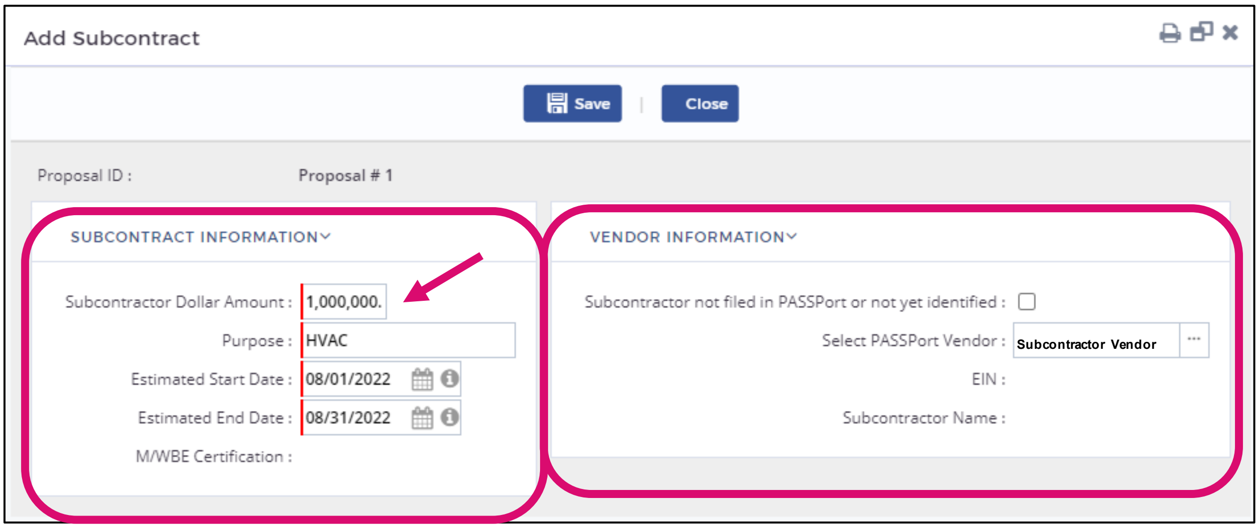
8. Any participation goal(s) your organization cannot meet through its own certification(s), must be met by identifying subcontractors and/or joint ventures with the required certifications in the **Subcontractor Information** and **Joint Venture** sections of the Subcontractors and Joint Ventures tab.



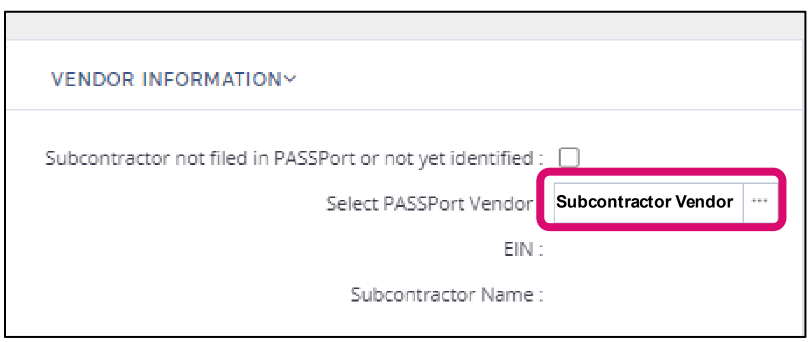
9. To add a subcontractor, click the **Add Subcontractor** button.

10. In the Add Subcontract window, complete all the fields in both the **Subcontract Information** and **Vendor Information** sections.
Note, the **Subcontractor Dollar Amount** value entered will be calculated against the total Proposal Amount in the Item tab to determine the percentage towards your M/WBE Goal Participation for this RFx.

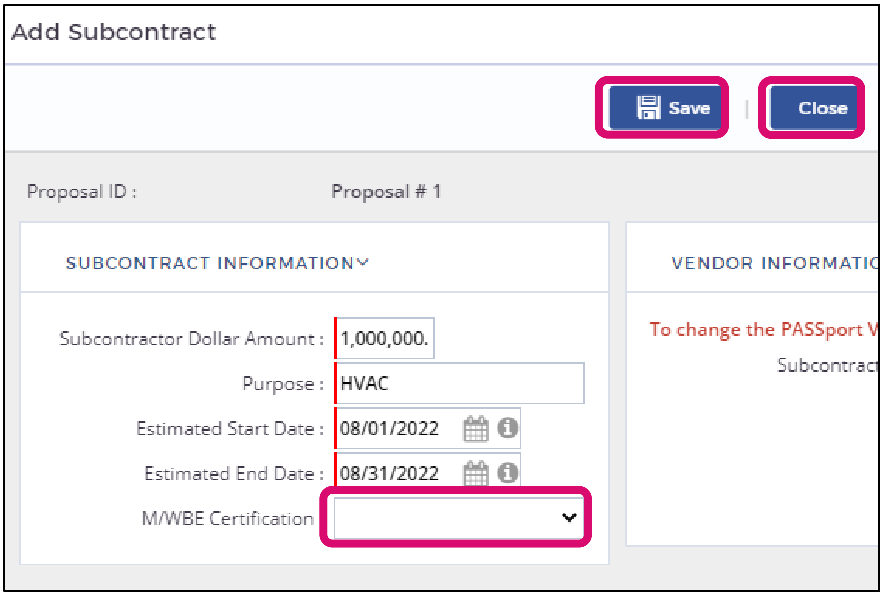
In this example, $1 million is allocated to the **Subcontractor Dollar Amount** which is 10% of the Proposal Amount (in the Item tab) and can count towards a Participation Goal if the subcontractor is M/WBE Certified in one of the specified goals.



11. To identify a specific M/WBE certified PASSPort Vendor, type the subcontracting vendor name in the **Select PASSPort Vendor** field or click the ellipsis to search for and select the vendor. Click **Save**.



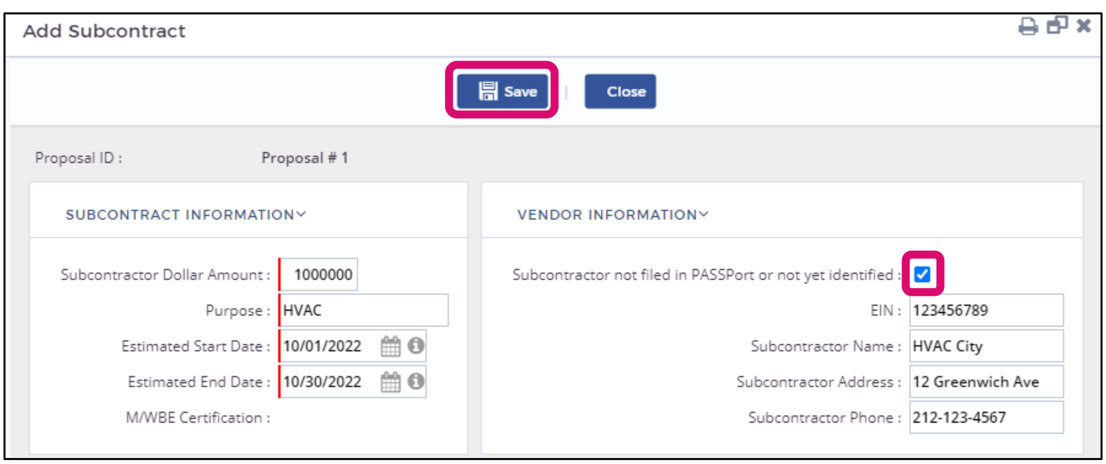
12. Choose the relevant **M/WBE Certification** from the drop-down in the Subcontract Information section of the Add Subcontract screen. Click **Save** and then click **Close** to return to the Subcontractors and Joint Ventures tab.



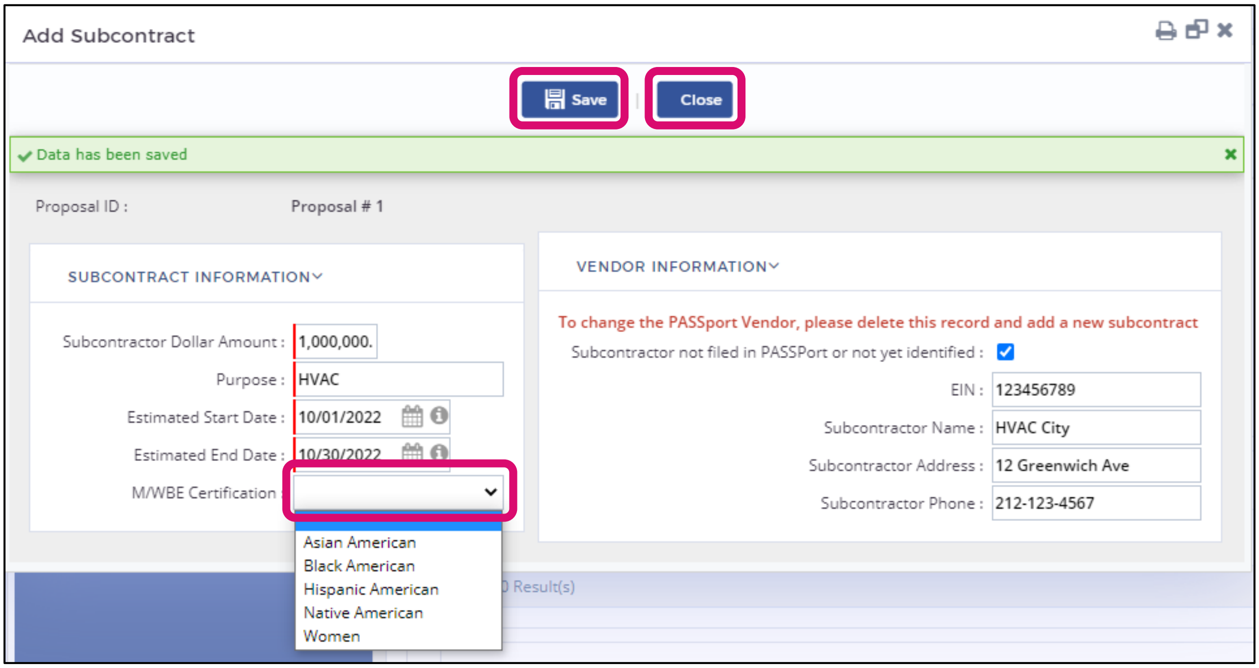
13. If the **Subcontractor is not Filed in PASSPort or not yet identified** (to be determined), click the corresponding checkbox in the Add Subcontract pop-up window. Be sure to complete all relevant fields in each section and click **Save**. The example below reflects scenarios 1 or 2.

Scenarios to click this checkbox:

1: If the subcontractor has a PASSPort account, but their PASSPort Vendor Status is not Filed.
2: If the subcontractor does not have a PASSPort account.
3: A specific subcontractor was not yet identified by your organization, and this serves as a placeholder to meet a specific participation goal.

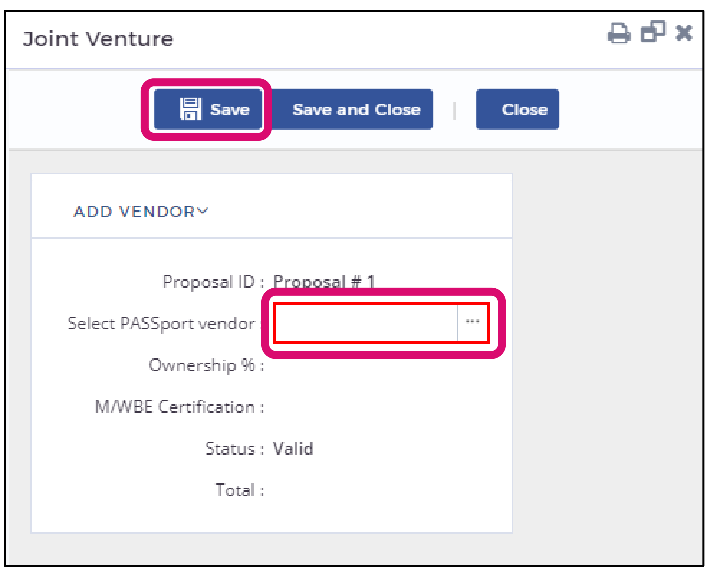


14. Choose the applicable **M/WBE Certification** from the drop-down to meet the corresponding Participation Goal for the subcontractor. Click **Save** and then **Close** to return to the Subcontractors and Joint Ventures tab.

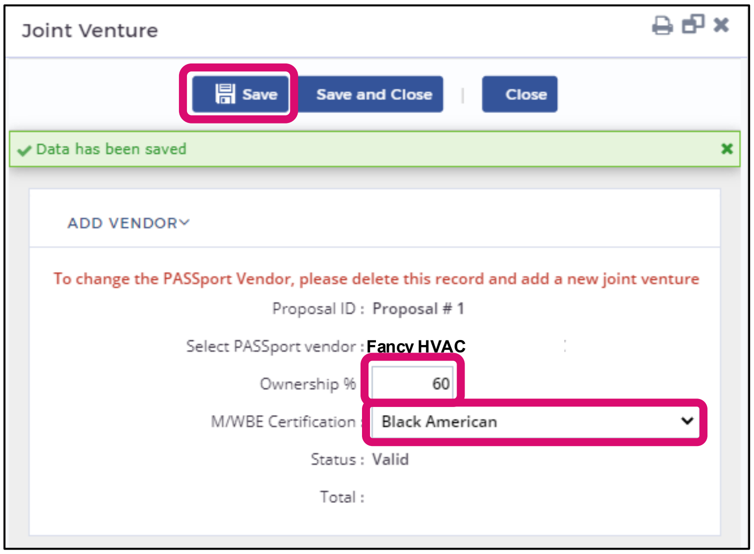


15. If you are submitting on behalf of a joint venture, click **Add Joint Venture** in the Subcontractors and Joint Ventures tab.

16. To identify a specific M/WBE certified PASSPort Vendor, type the vendor name of the joint venture partner entity in the **Select PASSPort Vendor** field or click the **ellipsis** to search for and select the vendor. Click **Save**.

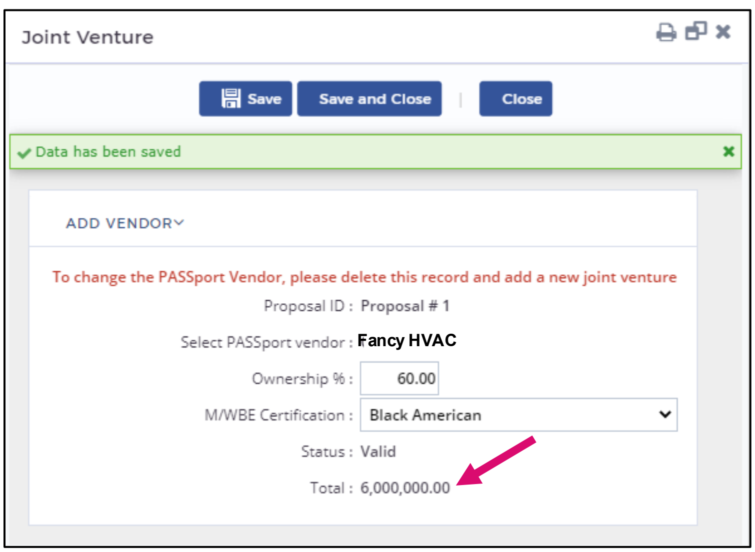


17. Complete the **remaining fields** in the Add Vendor section of the Joint Venture pop-up and click **Save**.



18. PASSPort automatically populates the **Total** amount covered by the joint venture based on the Ownership % entered compared to the Proposal Amount (see Item tab).

    In this example, the joint venture partner entity selected has 60% ownership which calculates here to equal $6 million in total of the full $10 million Proposal Amount.



19. Once participation goals are met and all alerts are addressed, the alerts will disappear from the tab.

Group	Percentage
Black American	10
Hispanic American	8
Asian American	
Native American	
Unspecified	12
Women	
Total Participation Goals	30

For vendors with **multiple M/WBE certifications,** please note that only one certification can be entered at a time. To add an additional certification, please repeat the Add Subcontractor or Add Joint Venture steps to meet additional participation goals.

If any information entered requires updating in an added Subcontractor or Joint Venture record, delete the record by clicking the **trash icon** and add it again with the updated information.

Part 3: Submitting a Request for Waiver of M/WBE Participation Requirement

Please review the instructions to submit a request for waiver of the M/WBE participation requirement. A copy of the blank form (3 pages) can be found at the end of this document with the linked Vendor Contract History Excel template on the first page of the form.

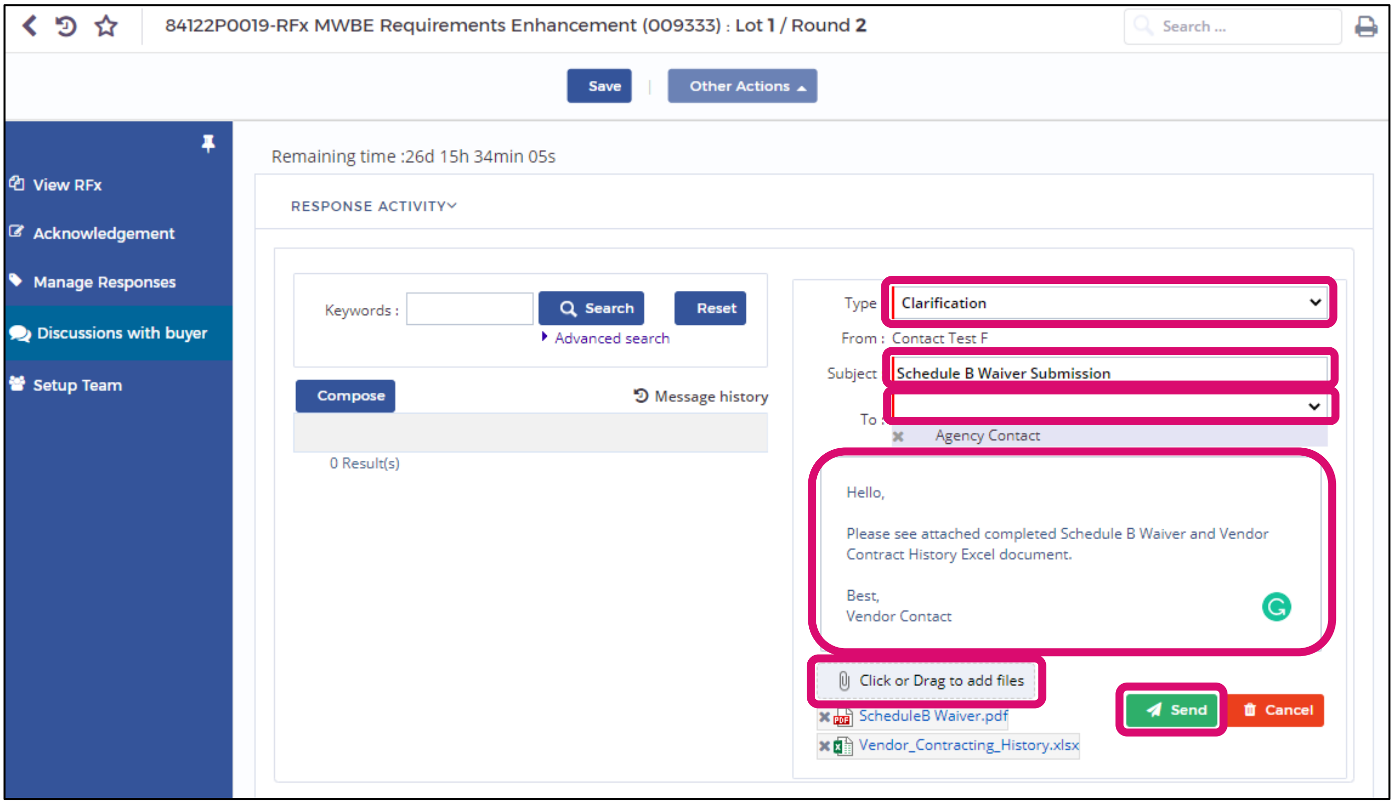
Follow these steps to submit a Waiver Request to the Agency:

1. Log in to PASSPort and click the **pencil icon** to access the RFx.
2. From the View RFx tab, download the Schedule B form and complete Part 3.
3. Navigate to the **Discussion with Buyer** tab and click the Compose button to start a draft message to the Agency.

Note: Be sure to Acknowledge the RFx prior to completing step 9.

4. Click the **Type** drop-down and select **Clarification**.
5. Type a subject in the **Subject** field such as “Schedule B Waiver Submission”.
6. Select Agency Contact from the **To** field drop-down.
7. Type your message in the **text area**.
8. Attach the completed Schedule B – Part 3 form and the completed Vendor Contract History Excel document by clicking the **Click or Drag to add files** button.

9. Click the **Send** button to submit your message and its attachments to the Agency Contact.
10. The Agency will review the waiver and the result of the Agency's waiver determination will be reflected in PASSPort in both the M/WBE Requirements tab and the Subcontractor and Joint Ventures tab of your RFx response. For additional information, refer to **the Local Law 1 Notice to All Prospective Contractors**.



Mayor's Office of Contract Services

SCHEDULE B – Part 3

Request for Waiver of M/WBE Participation Requirement

Contract Overview

Tax ID#________________ FMS Vendor ID#________________

Business Name________________ Contact Name________________

Email________________ Telephone________________

Contracting Agency________________

PASSPort PIN#________________ Bid/Proposal Due Date________________

Basis for Waiver Request: Check appropriate box & explain in detail below (attach additional pages if needed)

- ☐ Vendor does not subcontract services, and has the capacity and good faith intention to perform all such work itself with its own employees.
- ☐ Vendor subcontracts some of this type of work but at a lower % than bid/solicitation describes, and has the capacity and good faith intention to do so on this contract. Identify your subcontracting plan in the vendor certification section below.
- ☐ Vendor has other legitimate business reasons for proposing the M/WBE Participation Goal requested here. Explain under separate cover.

Vendor Contract History

Using the **linked Excel template**, list all contracts (for City and Non-City work) performed within the last 3 years and provide the requested information for each contract.

From the list of all contracts, provide reference information below for the 5 most relevant contracts in size, scale and scope (performed for New York City or any other entity) to the bid or proposal for which you are submitting this waiver request. Provide the requested information for each subcontract awarded during the life of the listed reference contract.

Please make sure to highlight the 5 reference contracts provided below among the comprehensive list of all your contract awards within the attached Excel template.

M/WBE Participation Goals for Services

Defined by AGENCY in bid/ solicitation documents
Percent of the total contract value to be subcontracted to M/WBE vendors for services and/or credited to an M/WBE Qualified Joint Venture.

Unspecified	11.0(%
Black American	%
Hispanic American	%
Native American	%
Asian American	%
Women	%
Total Participation Goals	11.0(%

Proposed by VENDOR seeking waiver
Percent of the total contract value anticipated in good faith by the bidder/ proposer to be subcontracted to M/WBE businesses for services. Or if M/WBE Qualified Joint Venture, percent of total contract value anticipated to be credited to M/WBE vendor(s).

Unspecified	%
Black American	%
Hispanic American	%
Native American	%
Asian American	%
Women	%
Total Participation Goals	%

Reference 1

Agency/Organization________________ Contract #________________

Reference Contact________________ Telephone________________ Email________________

Contract Start Date ________________ Contract End Date________________ Total Contract Value $________________

Prime Contract description

Did the vendor perform as a Prime Contractor or as a Subcontractor? ☐ Prime Contractor ☐ Subcontractor

Was the Prime Contract subject to any Goals? ☐ City M/WBE Goals ☐ State Goals ☐ Federal Goals ☐ No Applicable Goals

Did the Prime Contractor meet Goal requirements? ☐ Yes ☐ No ☐ N/A

If the Prime Contractor did not meet Goal requirements or contract is still ongoing, please explain

If you performed as the Prime Contractor, please provide a description and value of all work subcontracted to other vendors.

Description	Value
	$
	$
	$
	$
	$
	$
	$
	$

Percentage of total contract value subcontracted to other vendors ________ %

If you performed as the Subcontractor, please provide a description and value of work areas you self-performed.

________________ $________________

Reference 2

Agency/Organization__________ Contract #__________

Reference Contact__________ Telephone__________ Email__________

Contract Start Date __________ Contract End Date__________ Total Contract Value $__________

Prime Contract description

Did the vendor perform as a Prime Contractor or as a Subcontractor? ☐ Prime Contractor ☐ Subcontractor

Was the Prime Contract subject to any Goals? ☐ City M/WBE Goals ☐ State Goals ☐ Federal Goals ☐ No Applicable Goals

Did the Prime Contractor meet Goal requirements? ☐ Yes ☐ No ☐ N/A

If the Prime Contractor did not meet Goal requirements or contract is still ongoing, please explain

If you performed as the Prime Contractor, please provide a description and value of all work subcontracted to other vendors.

Description	Value
	$
	$
	$
	$
	$
	$
	$
	$
	$
Percentage of total contract value subcontracted to other vendors	%

If you performed as the Subcontractor, please provide a description and value of work areas you self-performed.

__________ $__________

Reference 3

Agency/Organization__________ Contract #__________

Reference Contact__________ Telephone__________ Email__________

Contract Start Date __________ Contract End Date__________ Total Contract Value $__________

Prime Contract description

Did the vendor perform as a Prime Contractor or as a Subcontractor? ☐ Prime Contractor ☐ Subcontractor

Was the Prime Contract subject to any Goals? ☐ City M/WBE Goals ☐ State Goals ☐ Federal Goals ☐ No Applicable Goals

Did the Prime Contractor meet Goal requirements? ☐ Yes ☐ No ☐ N/A

If the Prime Contractor did not meet Goal requirements or contract is still ongoing, please explain

If you performed as the Prime Contractor, please provide a description and value of all work subcontracted to other vendors.

Description	Value
	$
	$
	$
	$
	$
	$
	$
	$
	$
Percentage of total contract value subcontracted to other vendors	%

If you performed as the Subcontractor, please provide a description and value of work areas you self-performed.

__________ $__________

Reference 4

Agency/Organization________________________________ Contract #______________

Reference Contact______________________ Telephone______________ Email______________

Contract Start Date ______________ Contract End Date______________ Total Contract Value $______________

Prime Contract description

Did the vendor perform as a Prime Contractor or as a Subcontractor? ☐ Prime Contractor ☐ Subcontractor

Was the Prime Contract subject to any Goals? ☐ City M/WBE Goals ☐ State Goals ☐ Federal Goals ☐ No Applicable Goals

Did the Prime Contractor meet Goal requirements? ☐ Yes ☐ No ☐ N/A

If the Prime Contractor did not meet Goal requirements or contract is still ongoing, please explain

If you performed as the Prime Contractor, please provide a description and value of all work subcontracted to other vendors.

______________________________ $______________

______________________________ $______________

______________________________ $______________

______________________________ $______________

______________________________ $______________

______________________________ $______________

Percentage of total contract value subcontracted to other vendors ______%

If you performed as the Subcontractor, please provide a description and value of work areas you self-performed.

______________________________ $______________

Reference 5

Agency/Organization________________________________ Contract #______________

Reference Contact______________________ Telephone______________ Email______________

Contract Start Date ______________ Contract End Date______________ Total Contract Value $______________

Prime Contract description

Did the vendor perform as a Prime Contractor or as a Subcontractor? ☐ Prime Contractor ☐ Subcontractor

Was the Prime Contract subject to any Goals? ☐ City M/WBE Goals ☐ State Goals ☐ Federal Goals ☐ No Applicable Goals

Did the Prime Contractor meet Goal requirements? ☐ Yes ☐ No ☐ N/A

If the Prime Contractor did not meet Goal requirements or contract is still ongoing, please explain

If you performed as the Prime Contractor, please provide a description and value of all work subcontracted to other vendors.

______________________________ $______________

______________________________ $______________

______________________________ $______________

______________________________ $______________

______________________________ $______________

______________________________ $______________

Percentage of total contract value subcontracted to other vendors ______%

If you performed as the Subcontractor, please provide a description and value of work areas you self-performed.

______________________________ $______________

Vendor Certification

Identify/list all the work areas you intend on subcontracting on the current anticipated contract for which you are submitting this waiver request.

I hereby affirm that the information supplied in support of this waiver request is true and correct, and that this request is made in good faith. I further affirm that the work that I did not list as work that will be subcontracted on this contract for which I am submitting this waiver request is work that I have performed on past contracts and will not subcontract if awarded this contract.

Signature______________________________ Date______________

Print Name______________________________ Title______________

Approvals (for Agency completion only)

ACCO Signature______________________________ Date______________

CCPO Signature______________________________ Date______________

Waiver Determination

☐ Full Waiver Approved

☐ Waiver Denied

☐ Partial Waiver Approved with Revised Participation Goals

Unspecified ______%

Black American ______%

Hispanic American ______%

Native American ______%

Asian American ______%

Women ______%

Total Revised Goals ______%

ATTACHMENT C

IRAN DIVESTMENT ACT COMPLIANCE RIDER FOR NYC CONTRACTORS

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.

<u>ATTACHMENT D</u>

NYC MAYORAL EXECUTIVE ORDER NO. 39 RIDER

New York City Mayoral Executive Order No. 39 Rider

City Fleet and Truck Safety Requirements for City Contractors

Version: 11/19/24

[Instruction to Agencies: Please attach this Rider to the following agreements: (1) Procurement Contracts that meet the criteria set forth in Executive Order 39 of February 1, 2024; and (2) to the March 2017 version of the New York City Standard Construction Contract.]

Section 1.01 Background

This rider is included in the Agreement and made a part thereof pursuant to the provisions of Mayoral Executive Order 39 of 2024.

Section 1.02 Definitions

A. Capitalized terms not otherwise defined in this rider shall have the meaning ascribed to them in the Agreement.

B. Agreement: The agreement between the City and the Contractor, to which this rider has been added and made a part.

C. City-contracted Vehicle means a Truck (as hereinafter defined) or any other motor vehicle that the Contractor anticipates providing in accordance with this Agreement or using in performing its obligations under this Agreement on a weekly or more frequent basis[1]. This includes those vehicles anticipated to be provided or used by subcontractors to fulfill the scope of a subcontract for work to be performed under a contract that is subject to the Executive Order, regardless of monetary value of the subcontract, if the vehicle is utilized on a weekly or more frequent basis.

D. Contracting Agency: the City agency or office through which the City of New York has entered into this Agreement.

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[1] The following vehicles are not considered City-contracted vehicles and are thus not subject to Executive Order 39: any motor vehicle or truck that is utilized pursuant to (1) contracts registered prior to July 1, 2024, including the renewal, extension, or modification of such contracts; (2) an agency on-call emergency contract; (3) an emergency procurement made pursuant to section 3-06 of title 9 of the Rules of the City of New York or pursuant to an executive order of the Mayor or Governor issued under section 24 or section 29-A of the New York State Executive Law; (4) intergovernmental contracts; (5) government-to-government contracts between the City and any State or Federal government agency; and (6) a contract for utilities, as identified in subdivision (b) of section 825 of the New York City Charter.

E. Contractor: the entity providing services under this Agreement.

F. Executive Order: Mayoral Executive Order 39 of 2024, as it may be amended.

G. High Vision Truck: A Truck with a cab-over or cab-forward design wherein the driver sits in front of the front axle as opposed to conventional cab design wherein the engine and front axle are in front of the driver. The distance from the forward of the center of the vehicle bumper at which the driver can see the top of a 3-foot cone shall not exceed eight feet and the distance beyond the exterior of the passenger side door at which the driver can first see the top of the 4-foot cone shall not exceed six feet.

H. Registration: Registration of this Agreement pursuant to Section 328 of the New York City Charter.

I. Telematics: Automatic vehicle location systems that track vehicle location and speed and alert the driver and another designated person(s) to such location and speed in real time.

J. Truck: A City-contracted Vehicle with a manufacturer's gross vehicle weight rating exceeding 10,000 pounds. The term does not include off-road construction vehicles.

K. Truck Surround Cameras: A system of cameras, sensors, and alerts placed on a Truck that provides a Truck operator with a full view of all four sides of the Truck.

L. Vehicle Safety Plan: A plan with regard to City-contracted Vehicles, approved by the Contracting Agency, that includes the components listed in Section 2.03(A) through (F) of this rider.

Section 2.01 Vehicle Requirements

All City-contracted Vehicles shall conform to the following requirements:

A. Truck Surround Cameras: All Trucks, other than High Vision Trucks, shall be outfitted with truck surround cameras in accordance with the following schedule:
   a. Contracts involving 10 or fewer Trucks: No later than 12 months from Registration.
   b. Contracts involving more than 10 Trucks: No later than 18 months from Registration.
   c. New or replacement Truck acquired after work under this Agreement has begun: Truck must be outfitted with Truck Surround Cameras within 12 months from the date of first using such Truck.
   d. Contractor must submit to the Contracting Agency photographic and purchase order evidence, that is satisfactory to the Contracting Agency, of compliance with this Paragraph (A).

B. Truck Side-guards: Contractor shall provide side-guards for City-contracted Vehicles as applicable pursuant to Section 6-141 of the New York City Administrative Code.

C. Telematics: All City-contracted Vehicles must be installed with Telematics. Data gathered by Telematics must be made available in a manner that is satisfactory to the Contracting Agency.

Section 2.02 Safety Requirements

Contractor shall provide the following:

A. Licensing: Contractors shall ensure proper licensing for all drivers who operate City-contracted Vehicles. Contractors shall ensure that all drivers operating City-contracted Vehicles are enrolled in the New York State License Notification System (LENS) and that all out-of-state licenses are being monitored by Contractor. Contractor must notify the Contracting Agency of any license suspensions and/or arrests tied to unsafe or illegal vehicle operation by any drivers of City-contracted Vehicles.

B. Training: Contractor must provide the Contracting Agency documentation, satisfactory to the Contracting Agency, showing:
   a. That all drivers of City-contracted Vehicles have taken a New York State approved defensive driving class within six months after Registration; or
   b. That all drivers of City-contracted Vehicles have attended a New York State-approved defensive driving class within 3 years prior to Registration; or
   c. That all drivers of City-contracted Vehicles have received alternative safe driver training acceptable to the Contracting Agency that is documented to the satisfaction of the Contracting agency.

C. Crash tracking: Contractors must notify the Contracting Agency of any and all collisions that take place involving City-contracted Vehicles while performing services under this Agreement.

Section 2.03 Vehicle Safety Plan

Within one month after Registration, the Contractor must submit, for review and approval, to Contracting Agency, at the address set forth in the Agreement for notices to the City, and DCAS Fleet (C/O Chief Fleet Management Officer, 23rd Floor South, Municipal Building, 1 Centre Street, NY, NY 10007) a proposed vehicle safety plan that shall include at the minimum the components listed in Paragraphs (A) through (E) below. If directed by the Contracting Agency, Contractor shall revise said proposed vehicle safety plan in accordance with the directions of the Contracting Agency, and until the Contracting Agency issues its approval thereof, Contractor shall submit a revised proposed vehicle safety plan to the Contracting Agency in each case, within 15 days after receipt by Contractor of directions to that effect from the Contracting Agency. Upon approval of the proposed vehicle safety plan, said proposed plan shall be considered the Vehicle Safety Plan and Contractor shall comply with the terms thereof. Each second anniversary of the approval of the Vehicle Safety Plan the Contractor shall submit an update thereof. The Vehicle Safety Plan shall include at the minimum the following components:

A. Vehicle List: List of City-contracted Vehicles, including the year, make, model, VIN and license plate number of each City-contracted Vehicle;

B. Safety Training: Documentation showing that all drivers of City-contracted Vehicles have completed the training detailed in section 2.02(B) of this Rider;

C. Technology: A list of all relevant technology investments installed on City-contracted vehicles, including but not limited to the technology listed in section 2.01 of this Rider;

D. Crash Tracking: An explanation of Contractor's process of monitoring and reviewing collisions including plans to notify Contracting Agency of collisions that take place while performing services under this Agreement;

E. Corrective Action: A corrective action program for drivers of City-contracted Vehicles that engage in unsafe or dangerous driving behaviors and license monitoring; and

F. Additional Safety Measures: Contractor must indicate if there are any additional safety technologies, safety practices, training, or other procedures that are utilized for City-contracted Vehicles during the term of this Agreement.

Section 3.01 Liquidated Damages

A. Contractor acknowledges that its failure to comply with the provisions of this Vehicle Safety Plan will cause loss and damage to the City, the precise extent of which is difficult to ascertain in monetary terms. For this reason, the parties desire to provide fair and reasonable compensation to the City for such losses, which compensation shall not be construed as a penalty. It is therefore agreed that, in addition to any other liquidated damages that the Contractor shall be required to pay to the City in accordance with the provisions of the Agreement, Contractor shall pay to the City the following:
    a. The sum of $500.00 for each instance of a failure by the Contractor to submit a Vehicle Safety Plan in accordance with the provisions of Section 2.03.

b. The sum of $500.00 for each instance of a failure by the Contractor to comply with the provisions of Section 2.02(A) [Licensing].
c. The sum of $500.00 for each instance of a failure by the Contractor to comply with the provisions of Section 2.02(B) [Training].
d. The sum of $500.00 for each instance of a failure by the Contractor to comply with the provisions of Section 2.02(C) [Crash Tracking].
e. The sum of $500.00 for each instance of a failure by the Contractor to comply with the provisions of Section 2.01(C) [Telematics].
f. The sum of $3,000 for each instance of a failure by the Contractor to comply with the provisions of Section 2.01(A).
g. The Contracting Agency will provide at least 5 working days of notice to the Contractor and opportunity to rectify before implementing these liquidated damages.

B. Liquidated damages received pursuant to this Agreement are not intended to be nor shall they be treated as either a partial or full waiver or discharge of the City's right to indemnification, or the Contractor's obligation to indemnify the City, or to any other remedy provided for in this Agreement or by Law. The City may deduct and retain out of the monies which may become due under this Agreement, the amount of any such liquidated damages; and in case the amount which may become due hereunder shall be less than the amount of liquidated damages suffered by the City, the Contractor shall be liable to pay the difference.

ATTACHMENT E

NYC EARNED SAFE AND SICK TIME ACT CONTRACT RIDER

<u>NYC EARNED SAFE AND SICK TIME ACT CONTRACT RIDER</u>

(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;

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[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 Polices 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.

<u>ATTACHMENT F</u>

COMMUNITY HIRING RIDER

Community Hiring Rider

For Professional Services, Human Services, Standard Services (except Building Services) Contracts

Version: February 20, 2025

Program Description

Community Hiring, as authorized under Chapter 79 of the New York City Charter ("Charter"), is an initiative to set workforce goals on City procurement for contractors to employ low-income individuals and residents of economically disadvantaged communities.

The provisions set forth in this Rider shall apply to contracts with an estimated total value exceeding three million dollars, unless otherwise exempt under the rules set forth under the Community Hiring Rules, adopted as Title 74 of the Rules of the City of New York (RCNY). Under 74 RCNY § 1-03(b), the following contracts are exempt: preferred source contracts; contracts for the performance of services by a city-affiliated not-for-profit corporation, goods contracts; contracts in an amount below the small purchase threshold; contracts for investigative or confidential services; contracts subject to federal or state funding requirements that preclude or substantially conflict with the application of Community Hiring Goals; contracts awarded through the United States General Services administration, or through the New York State Office of General Services; contracts for emergency demolition services procured by the Department of Housing Preservation and Development; contracts for which contractor selection is made by an elected official other than the Mayor or an agency other than a Mayoral Agency; contracts subject to 9 RCNY § 1-02(f); contracts designated for inclusion in a mentoring program as defined in Section 1206 or 1309 of the Charter; and contracts for banking services, electronic payment services, or other related services procured by the New York City Department of Finance.

The Community Hiring Rules are hereby incorporated in this Contract by reference and all terms used herein shall have the meanings given such terms in the Community Hiring Rules. In the event of any conflict between the Community Hiring Rules and this Rider, the rules shall control. As of the execution of this Contract, the Contactor represents that it has read, in its entirety, and agrees to comply with the Community Hiring Rules.

The Community Hiring program supersedes the HireNYC initiatives and the related riders, including, but not limited to references to the Public Assistance Commitment Rider and the HireNYC Hiring and Employment Rider. If the Contract to which this rider is attached is based on the City's standard construction contract, then Article 35.6 of the standard construction contract is amended and replaced with the Community Hiring Rules.

Community Hiring Requirements

The Contractor agrees to comply with the requirements of the Community Hiring Rules in the performance of this Contract.

A. Community Hiring Goal

Pursuant to 74 RCNY § 4-02(c), the Contractor shall make best efforts to meet the goal of hiring one Income-Based Community Hire for every five hundred thousand dollars in total contract value ("Community Hiring Goal").

In accordance with 74 RCNY § 5-01(b), the Contractor shall require its subcontractors, as defined under 74 RCNY § 1-02, to make best efforts to meet the Community Hiring Goal on this Contract and comply with the applicable requirements set forth in 74 RCNY § 5-02.

B. Advertising Employment Opportunities

The Contractor agrees to advertise the Employment Opportunities, as defined in 74 RCNY § 1-02, in conspicuous places available to the public and in a manner reasonable for the industry.

For purposes of meeting a Community Hiring Goal, the Contractor shall notify a Referral Source, as provided in accordance with 74 RCNY § 3-02(a), of the job opportunities to be filled by Community Hires. The Contractor shall provide notice to the Office of Community Hiring and Workforce Development (OCH) when the Referral Source has impeded the Contractor's efforts to meet the Community Hiring Goal.

C. System Enrollment and Reporting

The Contractor shall enroll with an electronic system designated by the Director of OCH in accordance with 74 RCNY § 5-01(e).

Once enrolled into the system, the Contractor shall be responsible for updating the information in the system in a reasonable and timely manner. The information to be updated includes, but is not limited to, the job opportunities to be filled by Community Hires, qualifications for such jobs, anticipated start schedule, and any other information as required by the Community Hiring Rules.

The Contractor may fulfill the advertising requirement set forth in 74 RCNY § 5-01(c) by posting in such system all the relevant information of an Employment Opportunity to be filled by Community Hires. The Contractor shall also provide to the City on a quarterly basis, and when requested by the City with reasonable notice, any information related to the Contractor's compliance with or progress towards meeting the Community Hiring Goal.

Records

A. Retention

The Contractor shall maintain records in accordance with the applicable requirements set forth in 74 RCNY §§ 6-01 and 6-02.

For purposes of 74 RCNY § 6-01(b), the Contractor shall designate a representative to monitor all activity related to compliance to ensure that the Contractor is exercising best efforts to meet the Community Hiring Goal, and maintain the records to submit the documentation relating to the provisions herein.

B. Access to Records

The Contractor shall furnish, and require its subcontractors to furnish, all information and reports in accordance with the laws, rules, regulations or guidance from the City.

Compliance

Without limitation to any other provisions under this Contract and any other legal remedies available to the City, a failure to comply with the requirements under the Community Hiring Rules is a non-compliance that may be subject to civil penalties pursuant to Chapter 7 of the Community Hiring Rules and may be considered as a factor in evaluating contract performance in accordance with 9 RCNY § 4-01.

A. Best Efforts

Where the Contractor has failed to meet the Community Hiring Goal, the Contractor shall demonstrate that it exercised best efforts to meet the goal. Where determined, as set forth in 74 RCNY § 5-03, that the Contractor failed to make best efforts, the City shall send written notice to the Contractor's designated representative, notwithstanding the notice provisions in the Contract. The Contractor shall respond in accordance with the instructions in the notice. Failure to timely respond can result in a non-compliance determination subject to civil penalties as set forth in 74 RCNY § 7-01.

B. Corrective Action

Where the City determines that the non-compliance may be remedied through a corrective action and provides notice to the Contractor pursuant to 74 RCNY § 7-02(a)(2), the Contractor shall respond in accordance with the requirements outlined in the notice. The Contractor is responsible for timely demonstration of taking the requisite corrective action. Demonstration of corrective action to the satisfaction of the Director of OCH, may result in waiving of the civil penalties[1] as set forth in the Community Hiring Rules.

C. Civil Penalties

Where Contractor is found non-compliant subject to civil penalties, the City can impose a civil penalty amount in accordance with the schedule set forth in 74 RCNY § 7-03.

The City may withhold from the Contractor the amount of the civil penalties upon final determination as set forth in 74 RCNY § 7-01(d).

[1] Only civil penalties relating to non-compliance with the Community Hiring Rules can be waived in this instance.

ATTACHMENT G

DISPLACEMENT DETERMINATION FORM

<u>Displacement Determination Form – Pursuant to City Charter § 312(a)</u>

(for PSRs or equivalent pre-procurement documents)

If you have any questions about Local Law 63 or about completing this form, please contact the Mayor's Office of Contract Services at LL63@mocs.nyc.gov.

This form must be used to certify whether or not there is displacement in the instant contracting action, as defined in City Charter § 312(a) (as amended by Local Law 63 of 2011). You can either certify that there is no displacement by completing Part 1 of this form, or you can certify that there is displacement by completing Part 2 of this form. If the contract that you are awarding is a task order contract that does not simultaneously result in the award of a first task order, then you must check the box on the bottom of this page; displacement determinations will be made in conjunction with the issuance of task orders pursuant to the subject contract.

Procurement Description:

EPIN: 82725P0002

Your Name: Carmelo Freda

Phone: 212-437-4674 **Email:** cfreda@dsny.nyc.gov

Please specifically identify the core service being procured.

Waste characterization study as required by Local Law 14 of 2025; consultant will plan a waste characterization study, execute the study by sampling and sorting waste, and then provide comprehensive data and analysis. Consultant will provide technical expertise during planning stages, field staff for sampling and sorting of waste, and complex technical analysis of waste composition data.

☐ If the contract to be awarded through this solicitation is a task order contract (multiple or single award and multiple or single agency) that does not simultaneously result in the award of a first task order, then displacement determinations will be made in conjunction with the issuance of task orders pursuant to the subject contract. (Check this box *only* if you are completing this form for a <u>task order contract that will *not* simultaneously result in the award of the first task order</u>. If you check this box, do not fill out the remainder of this form.)

If the contract to be awarded through this solicitation *does* simultaneously result in the award of a first task order, then the displacement determination for that first task order must be done prior to issuance of the solicitation and you must complete the remainder of this form.

Part 1: Certification of No Displacement

☒ **The Agency has determined that the contract resulting from this procurement action *will not* result in the displacement of any City employee within this Agency, as defined by Charter § 312(a).**

The basis upon which the Agency has made this determination:

Do any civil service and/or job titles within this Agency currently perform the services solicited and/or services of a substantially similar nature or purpose? Yes ☐ No ☒
If so, list the names of such titles and the extent to which Agency employees within such titles currently perform such services.

N/A

Do the solicited services expand, supplement, or replace existing services? Yes ☐ No ☒
Include a detailed description comparing the solicited services with such existing services.

Is there capacity within the Agency to perform the solicited services? Yes ☐ No ☒
If not, provide a detailed description specifying the ways in which the Agency lacks such capacity.

The study requires significant temporary staffing to support 24/7 field activities (sorting and sampling). While DSNY provides a small number of support staff as needed, dozens of temporary consultant staffers are needed for only 3-6 months during the operational portions of the study period. Given the temporary but significant surge in labor demand, it is not feasible for DSNY to supply the necessary workforce.

For the term of the proposed contract, list the projected headcount of employees within such titles or employees who perform such services and/or services of a substantially similar nature or purpose.

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☒ Check this box to confirm that none of the below events have occurred within the Agency in the three-year period preceding the date the Agency intends to issue the invitation for bids, request for proposal, or other solicitation, or renew or extend an existing contract.

- The displacement of a City employee within the agency who performs or has performed the services sought by the proposed contract and/or services of a substantially similar nature or purpose; or
- The announcement of spending reductions in connection with a budgetary program, including but not limited to a Program to Eliminate the Gap, that could result or has resulted in the displacement of a City employee within the Agency who performs or has performed the services sought by the proposed contract and/or services of a substantially similar nature or purpose; or
- Any other statement by an Agency or by the Mayor of a specific anticipated employment action that could result or has resulted in the displacement of a City employee within the Agency who performs or has performed the services sought by the proposed contract and/or services of a substantially similar nature or purpose.

List any other bases for the Agency's determination that the contract resulting from this procurement action will not result in the displacement of any City employee within this Agency.

Part 2: Certification of Displacement

☐ **The agency has determined that displacement, as defined by Charter § 312(a), has or will occur as a result of this contracting action. The agency has performed the required cost-benefit analysis, as described in Charter § 312(a).**

ATTACHMENT H

WASTE STREAM SORT CATEGORIES

ATTACHMENT H - WASTE STREAM SORT CATEGORIES

MAIN SORT CATEGORIES

Material Group	Material Category	Description
Paper	Newspaper	Printed ground wood newsprint (Advertising "slicks" (glossy paper), if found mixed with newspaper; otherwise, ad slicks are included with mixed low grade.).
Paper	Uncoated Cardboard/Kraft Paper	Unwaxed/uncoated corrugated container boxes, and Kraft paper. Does not include paper bags
Paper	Paper Bags	All paper bags including those made of Kraft paper
Paper	Mixed Paper	Includes junk mail, magazines, colored papers, bleached Kraft (excluding bags), boxboard, mailing tubes, carbonless copy paper, ground wood computer printouts, telephone directories, paperback books, hardcover books
Paper	Waxed Cardboard	Waxed/coated corrugated container boxes, and Kraft paper. Does not include paper bags
Paper	Soiled Paper	Papers that were soiled with food during use (e.g., pizza box inserts); paper towels, tissues, wipes and napkins; paper plates, platters, cups, and bowls
Paper	Other Non-recyclable Paper	Polycoated frozen food and ice cream containers/packaging and other polycoated papers (excluding milk/juice cartons and aseptic packaging); paper with other materials attached (e.g. orange juice cans and spiral notebooks), and other non-recyclable papers such as carbon copy paper, label backing, and photographs. Includes gypsum board tape rolls.
Paper	Small-Format Paper	All shredded paper that is contained in bags or is still relatively intact within the sample and can be manually separated in handfuls. Does not include loose, dispersed shredded paper which may end up in Fines, Compostable Paper, or Other Organics as part of the sample residual.
Compostable Packaging	Compostable Containers & Packaging	Fast food single use containers, school food service containers, compostable bottles, wax-coated boxes, and other retail food service items that are compostable but not recyclable.
Cartons	Beverage Cartons & Aseptic Boxes	Beverage and food containers made of bleached and unbleached paperboard coated with HDPE film. This includes polycoated milk and juice containers, and aseptic juice boxes, including those with plastic spouts attached. Excludes juice concentrate cans.
Plastic Bottles	#1 PET Bottles	#1 Polyethylene terephthalate translucent bottles
Plastic Bottles	#2 HDPE Bottles	High-density polyethylene (#2) bottles. Liquid detergent bottles, some hair care bottles with necks and jars. Includes empty motor oil bottles. Milk, juice, beverage, vinegar, distilled water bottles with necks and jars.
Plastic Bottles	#3-#7 & Unlabeled Bottles	All other bottles and jars labeled #3 through #7 or unlabeled. Includes #3 polyvinyl chloride bottles (primarily cleaning products and soaps/shampoos); #4 low-density polyethylene bottles (children's' squeezable juice bottles, some saline/medical rinse bottles); #5 polypropylene bottles (examples include syrup, ketchup, tea); #6 polystyrene bottles; Bottles labeled #7 Other; bottles with two resin codes, and unlabeled bottles.
Non-Bottle Rigid Plastics	Thermoforms	Thermoform trays of all resin types, clamshells, and other packaging, typically used for grocery items. Examples include produce trays and clamshells, plastic pie plates and covers, and food product packaging made by press-molding a flat sheet of plastic.
Non-Bottle Rigid Plastics	Other PVC	White plumbing pipe, identifiable PVC packaging other than PVC bottles/tubs
Non-Bottle Rigid Plastics	Tubs & Lids	Injection molded wide mouth tubs without a neck, such as cottage cheese and margarine, of any resin type. Includes lids to the tubs. Includes plastic bottle caps. Includes pill bottles.
Non-Bottle Rigid Plastics	#1-#7 Other Rigid Containers/Packaging	Other containers and packaging, including containers of all types, toothpaste tubes, and plastic spools, not elsewhere classified. Includes empty tubes of caulk.
Non-Bottle Rigid Plastics	Plastic Appliances	Small and large appliances made predominantly of plastic
Non-Bottle Rigid Plastics	Other Rigid Plastics Materials	Items that are predominately plastic with other materials attached such as pens, lighters, and 3-ring binders. Finished plastic products made entirely of plastic such as toothbrushes, CD/DVDs, vinyl hose -- not including plastic crates and soda bottle carriers.
Foam Packaging	Foam Containers & Packaging	Includes #6 packaging and finished products made of expanded polystyrene. Includes EPS trays used for packaging and shelf display of meats and groceries as well as plates, bowls, and platters.
Film Plastic	Retail Bags and Sleeves	Plastic bags given to customers by any retail establishment for transporting purchased goods, including labeled grocery and merchandise, dry cleaner, and newspaper polyethylene film bags. Does not include garbage bags, baggies or Ziploc bags; or bags heavily soiled with food.
Film Plastic	Garbage and Recycling Bags	Plastic bags designed and marketed to contain garbage, MGP and Paper for containment, curbside set-out and collection. Includes opaque, translucent and clear bags of any color.
Film Plastic	Reusable Plastic Bags	Heavy-duty non-woven plastic bag designed and marketed to be reused
Film Plastic	Pouches	Drink pouches made of multi-layer film plastic and including foil.
Film Plastic	Other Film Plastic	Other film bags or film products made of other film. Film packaging not defined above, or: was contaminated with food, liquid or grit during use; is woven together (e.g., grain bags); contains multiple layers of film or other materials that have been fused together (e.g., potato chip bags); garbage bags, baggies or Ziploc bags, plastic wraps.
Film Plastic	Labeled or Certified Compostable Plastic Bags	Compostable plastic bags with labeling identifying compostability
Single-Use Plastics	Single-Use Plastics	Plastic single use spoons, forks, knives, plates, cup lids, bowls, straws, and platters of various resins. Does not include EPS (styrofoam) plates, cups, and bowls, or EPS trays used for packaging and display.
Bulk Rigid Plastics	Bulky Rigid Plastic Toys and Housewares	Bulky rigid plastic items from household use including plastic furniture and toys. Generally larger in size than a breadbox.
Bulk Rigid Plastics	Other Bulky Rigid Plastics	Other bulky rigid plastic objects not elsewhere classified. Includes 5-gal buckets. Generally larger in size than a breadbox.
Container Glass	Clear Container Glass	Manually sortable, recyclable clear glass bottles and jars that are greater than 2" x 2"
Container Glass	Green Container Glass	Manually sortable, recyclable green glass bottles and jars that are greater than 2" x 2"
Container Glass	Brown Container Glass	Manually sortable, recyclable brown glass bottles and jars that are greater than 2" x 2"
Other Glass	Other Color Container Glass	Manually sortable, recyclable blue, yellow, red and other color glass bottles and jars that are greater than 2" x 2"
Other Glass	Mixed Cullet	Broken glass of any color not manually sortable (under 2" x 2"); glass shards
Other Glass	Other Glass	Window glass, mirrors, light bulbs (except fluorescent tubes), decorative glassware (e.g. vases), decorative glass bottles (e.g. perfume bottles), drinking glasses, other non-container glass.
Metal	Aluminum Cans & Bottles	Aluminum beverage and food cans and bi-metal cans made mostly of aluminum. Includes removed aluminum lids.
Metal	Aluminum Foil/Containers	Aluminum food containers, trays, and foil.
Metal	Other Aluminum	Aluminum products and scrap that are 50% or more aluminum by weight, such as window frames, cookware.

Metal	Other Non-Ferrous	Non-aluminum metals not derived from iron, to which a magnet will not adhere, and which are not significantly contaminated with other metals or materials. Includes copper, brass, lead, stainless steel, zinc.
Metal	Steel/Tin Food Cans	Steel food containers, including bi-metal cans mostly of steel. Includes removed steel lids.
Metal	Empty Aerosol Cans	Empty, mixed material/metal aerosol cans. (Aerosols that still contain product are sorted according to that material-for instance, solvent-based paint.)
Metal	Other Ferrous	Ferrous and alloyed ferrous scrap metals to which a magnet adheres and which are not significantly contaminated with other metals or materials. Includes ferrous metal caps/lids to containers of other material types.
Metal	Mixed Metals	Items that are predominately metal with other materials attached such as motors, insulated wire, and finished products containing a mixture of metals, or metals and other materials, that are not classified in the "small appliances" section below. Includes pieces of white goods. Included certain non-computer insulated wiring such as holiday light strands if the wiring is half or more of the weight.
Metal	Ferrous Appliances	Large and small electric appliances made predominantly of ferrous metal (steel). Includes large appliances such as washers, dryers, stoves, refrigerators, dishwashers, etc. Includes small appliances such as toasters, microwave ovens, power tools, curling irons, and light fixtures.
Metal	Non-Ferrous Appliances	Small and large appliances made predominantly of stainless steel
Textiles	Clothing and Apparel	Wearable garments made from natural or synthetic fabrics. Includes shirts, pants, jackets, etc.
Textiles	Footwear and Accessories	Items worn on the feet or used as outfit accessories. Includes sneakers, boots, and belts.
Textiles	Household Textiles	Fabrics used in the home such as towels, sheets, or curtains.
Textiles	Woven Reusable Bags	Durable fabric woven bags designed for multiple uses.
Textiles	Other Textiles	Miscellaneous fabric-based goods such as upsholtery scraps.
Yard Waste	Yard Waste	Any plant materials from a yard or garden area, including grass clippings, leaves, weeds, garden wastes, prunings, trimmings, limbs, stumps, etc. Includes cut flowers and house plants.
Food Waste	Loose Food Waste	Vegetative and non-vegetative food wastes and scraps. Includes vegetative food wastes as well as bones, shells, husks, rinds, etc. Excludes food containers, except when container weight is not appreciable compared to the food inside and separation is not practical. Includes vitamins and supplements.
Food Waste	Food in Intact Packaging	Any food contained, unopened, in its original retail packaging. Therefore this category includes the weight of the unopened packaging.
Food Waste	Food in Opened Packaging	Any food contained in its original retail packacing that has been opened. Includes discarded food scraps that may be contained in wraps, plastic bags or other containers that are not the original packaging. Food should be emptied from the packaging where feasible, though tightly wrapped items may remain enclosed.
Food Waste	Liquids	Includes the liquid contents of any beverage or non-solid food wastes (e.g. soup, salad dressing, etc.)
Wood	Non C&D Wood	Wood products not associated with C&D activities, such as popsicle sticks, chopsticks, wooden spoons, and other miscellaneous household wood products. Includes clean, stained, painted and composite woods and wicker.
Wood	Wood Furniture	Bulky household items made primarily of wood or wood composites such as tables, chairs, and dressers.
Carpet	Broadloom Carpet	Flooring applications and non-rag stock textiles consisting of various natural or synthetic fibers bonded to some type of backing material often constructed and sold in 12 to 15-foot wide rolls and often called "wall to wall" carpet. Includes traditional mattresses made of a combination of foam and metal coil construction with upholstered exterior.
Carpet	Tile Carpet	Modular or tiled textile floor covering consisting of an upper layer of natural or synthetic fibers known as "pile" attached to a backing. These tiles are generally square and designed to interlock with other tiles to cover broad areas such as offices, airports, hotels and convention centers.
Carpet	Synthetic Turf	Artificial grass made from plastic fibers attached to a backing material, often installed outdoors as a lawn or field surface.
Carpet	Other Carpet	Area rugs, accent/throw rugs, bathmats, and runners. Carpet Padding also belongs to this category.
Ceramics	Ceramic Packaging	Rigid packaging made of fired clay or ceramic materials. Includes ceramic bottles, cosmetic jars, and specialty food containers.
Ceramics	Other Ceramics	Non-packaging ceramic items made from fired clay or porcelain, often durable and breakable. Includes mugs, plates, and floor tiles.
Electronics	Audio/Visual Equipment (Covered by NYS E-Waste Law)	VCRs, digital video recorders, DVD players, digital converter boxes, cable or satellite receivers, electronic or video game consoles
Electronics	Audio/Visual Equipment (Not Covered by NYS E-Waste Law)	Radios, Stereos, Tape Decks, Cameras, GPS devices, Cell phones, Calculators
Electronics	Computer Monitors	Items other than televisions containing a cathode ray tube (CRT) such as computer monitors and laptops. Includes flat screen monitors
Electronics	Televisions	Television sets containing a cathode ray tube (CRT) and flat screen TVs
Electronics	Other Computer Equipment	Computer items not containing CRTs such as processors, mice and mouse pads, keyboards, and disk drives, cords and cables, portable devices (portable digital music player, tablet, e-readers etc.), printers, scanners, servers. Includes both computer cords and regular extension cords.
C&D	Untreated Dimension Lumber, Pallets, Crates	Untreated, milled lumber commonly used in construction for framing and related uses, including 2 x 4's, 2 x 6's.
C&D	Treated/Contaminated/ Composite Wood	Lumber and wood products that have been painted or treated so as to render them difficult to compost (with generally 50% or more of the surface area treated). This includes painted and chemically treated lumber, plywood, strandboard, and particleboard. Predominantly wood and lumber products that are mixed with other materials in such a way that they cannot easily be separated.
C&D	Asphalt Shingles	Roofing materials made of fiberglass or felt base coated with asphalt and mineral granules.
C&D	Other C&D Debris Not Elsewhere Classified	Construction debris (other than wood, plastic and metal) that cannot be classified elsewhere, and mixed fine building material scraps. Includes clean and painted gypsum drywall, fiberglass insulation, rock/concrete/bricks, and other roofing (excluding asphalt shingles), fixtures, etc.
Mattresses	Foam Mattresses	Mattresses made primarily of polyurethane or memory foam, without metal springs.
Mattresses	Spring Mattresses	Mattresses that use metal coils or springs as the primary support structure.
Mattresses	Box Springs	A supportive bedding foundation made of a wooden or metal frame with springs or a sturdy platform, typically covered in fabric.
HHW	Oil Filters	Metal oil filters used in cars and other automobiles.
HHW	Antifreeze	Liquid used in vehicle cooling systems to prevent freezing or overheating.
HHW	Wet-Cell Batteries	Wet-cell batteries of various sizes and types as commonly used in automobiles. Includes lead-acid batteries.
HHW	E-Mobility Batteries	Dry-cell batteries used for scooters, bicycles, and other motorized single user transportation
HHW	Vape Pens	Vape cartridges typically composed of tank, atomizer, and battery pack.

HHW	Rechargeable Batteries	Rechargeable dry-cell batteries including nickel-cadmium (NiCd), nickel-metal hydride (NiMH), lithium-ion (Li-ion), lithium-ion polymer (LiPo), and rechargeable alkaline batteries.
HHW	Other Dry-Cell Batteries	Dry-cell batteries not elsewhere specified. May be of various sizes and types as commonly used in households. Includes cell phone and button cell batteries.
HHW	Water-Based Adhesives/Glues	Water or Oil/resin/volatile solvent-based glues and adhesives, including epoxy, rubber cement, two-part glues and sealers, and auto body fillers.
HHW	Latex Paint	Latex paint
HHW	Oil-Based Paint/Solvent	Solvent-based paints, varnishes, and similar products. Various solvents, including chlorinated and flammable solvents, paint strippers, solvents contaminated with other products such as paints, degreasers and some other cleaners if the primary ingredient
HHW	Fluorescent Tubes/CFLs	Fluorescent light tubes and compact fluorescent light bulbs (CFL).
HHW	Mercury-Laden Wastes	Thermostats, thermometers, and other items containing mercury.
HHW	Full or Partially Full Gas Cylinders and Fire Extinguishers	Pressurized containers containing gas or fire suppressant
Metal	Valve-removed Gas Cylinders and Fire Extinguishers	Pressurized containers that have had their valves or discharge mechanisms removed to render them safe for handling and recycling.
HHW	Home Medical Products	Syringes, IV Bags, medical tubing
HHW	Pharmaceuticals	Both prescription and over-the-counter medications and supplements in all forms, including pills, liquid medications, creams, and ointments. Does not include containers for these items, except for tubes for creams and ointments and other containers that cannot be easily separated from the product they contain.
HHW	Other Potentially Harmful Wastes	Caustic acids and bases whose primary purpose is to clean surfaces, unclog drains, or perform other actions; photography chemicals, chemistry sets; household disinfectants and pool chemicals; gasoline/diesel fuels; motor oils and automotive fluids not elsewhere classified; smoke detectors, explosives; solar panels.
HHW	Pesticides/Herbicides/Rodenticides	Variety of poisons with the purpose of discouraging or killing insects, weeds, vermin, or microorganisms. Fungicides and wood preservatives, such as pentachlorophenol, are also included.
Other	Other Non-recyclable Plastics and Rubber	Plastic and rubber products that cannot be processed in curbside recycling due to size, shape, or material type. Includes rubber hoses, floor mats, and inflatable pools.
Other	Upholstered Furniture	Large furniture items with fabric or leather covering, padding, and a wood, metal, or mixed-material frame
Other	Disposable Diapers & Sanitary Products	Diapers and sanitary products made from a combination of fibers, synthetic, and/or natural, and made for the purpose of single use. This includes disposable baby diapers, adult protective undergarments, and feminine hygiene products.
Other	Animal By-Products	Animal carcasses not resulting from food storage or preparation, animal wastes, and kitty litter.
Other	Fines	Fines smaller than 1/2 inch screen
Other	Other Miscellaneous Organic and Inorganic Materials	Wax, bar soap, cigarette butts, briquettes, and fireplace, burn barrel and fire pit ash, vacuum cleaner bags and contents, sponges, and other organic materials not classified above. Includes pet food and hair. Other inorganic materials not classified elsewhere. Includes full or partially full containers of non-hazardous cleaning & hygiene products. Includes fabric softener sheets and Brita filters.

SUBSORT CATEGORIES

Material Group	Main Material Category	Subcategory
Paper	Newspaper	Newspaper
Paper	Uncoated Cardboard/Kraft Paper	Uncoated Cardboard
Paper	Uncoated Cardboard/Kraft Paper	Kraft Paper
Paper	Paper Bags	Paper Bags: Labeled Compostable
Paper	Paper Bags	Paper Bags: Unlabeled
Paper	Paper Bags	Paper Bags: Soiled
Paper	Mixed Paper	High Grade Paper
Paper	Mixed Paper	Mixed Low Grade Paper
Paper	Mixed Paper	Magazines
Paper	Mixed Paper	Books
Paper	Waxed Cardboard	Waxed Cardboard
Paper	Soiled Paper	Soiled Cardboard
Paper	Soiled Paper	Soiled Paper
Paper	Other Non-recyclable Paper	Other Non-recyclable Paper
Paper	Small-Format Paper	Small-Format Paper
Compostable Packaging	Compostable Containers & Packaging	Compostable: Containers & Packaging - School Food Service
Compostable Packaging	Compostable Containers & Packaging	Compostable: Containers & Packaging -Labeled Compostable
Compostable Packaging	Compostable Containers & Packaging	Compostable: Containers & Packaging - Unlabeled
Cartons	Beverage Cartons & Aseptic Boxes	Beverage Cartons & Aseptic Boxes
Plastic Bottles	#1 PET Bottles	#1 PET - Clear & Green: Non-Alcoholic Beverages: Water, Carbonated - no sugar, flavorings
Plastic Bottles	#1 PET Bottles	#1 PET - Clear & Green: Non-Alcoholic Beverages: Water, Non-carbonated - no sugar, flavorings
Plastic Bottles	#1 PET Bottles	#1 PET - Clear & Green: Non-Alcoholic Beverages: Water, Non-carbonated - w/sugar
Plastic Bottles	#1 PET Bottles	#1 PET - Clear & Green: Non-Alcoholic Beverages: Carbonated, Except Water
Plastic Bottles	#1 PET Bottles	#1 PET - Clear & Green: Non-Alcoholic Beverages: Beverages Except Water, Non-carbonated
Plastic Bottles	#1 PET Bottles	#1 PET - Clear: & Green Alcoholic Beverages: Beer/Malt Beverages
Plastic Bottles	#1 PET Bottles	#1 PET - Clear & Green: Alcoholic Beverages: Wine Products
Plastic Bottles	#1 PET Bottles	#1 PET - Clear & Green: Alcoholic Beverages: Wine
Plastic Bottles	#1 PET Bottles	#1 PET - Clear & Green: Alcoholic Beverages: Liquors
Plastic Bottles	#1 PET Bottles	#1 PET - Clear & Green: Alcoholic Beverages: Hard Ciders
Plastic Bottles	#1 PET Bottles	#1 PET - Clear & Green: Nutritional Beverages: 100% Juice/ Vegetable
Plastic Bottles	#1 PET Bottles	#1 PET - Clear & Green: Nutritional Beverages: Milk Products
Plastic Bottles	#1 PET Bottles	#1 PET - Clear & Green: Nutritional Beverages: Non-Dairy Milk Products
Plastic Bottles	#1 PET Bottles	#1 PET - Clear & Green: Large Format: > 1 Gallon
Plastic Bottles	#1 PET Bottles	#1 PET - Clear & Green: Food
Plastic Bottles	#1 PET Bottles	#1 PET - Clear & Green: Non-Food
Plastic Bottles	#1 PET Bottles	#1 PET - Clear & Green: Indistinguishable
Plastic Bottles	#1 PET Bottles	#1 PET - Other/Opaque: Non-Alcoholic Beverages: Water, Carbonated - no sugar, flavorings
Plastic Bottles	#1 PET Bottles	#1 PET - Other/Opaque: Non-Alcoholic Beverages: Water, Non-carbonated - no sugar, flavorings
Plastic Bottles	#1 PET Bottles	#1 PET - Other/Opaque: Non-Alcoholic Beverages: Water, Non-carbonated - w/sugar
Plastic Bottles	#1 PET Bottles	#1 PET - Other/Opaque: Non-Alcoholic Beverages: Carbonated, Except Water
Plastic Bottles	#1 PET Bottles	#1 PET - Other/Opaque: Non-Alcoholic Beverages: Beverages Except Water, Non-carbonated
Plastic Bottles	#1 PET Bottles	#1 PET - Other/Opaque: Alcoholic Beverages: Beer/Malt Beverages
Plastic Bottles	#1 PET Bottles	#1 PET - Other/Opaque: Alcoholic Beverages: Wine Products
Plastic Bottles	#1 PET Bottles	#1 PET - Other/Opaque: Alcoholic Beverages: Wine
Plastic Bottles	#1 PET Bottles	#1 PET - Other/Opaque: Alcoholic Beverages: Liquors
Plastic Bottles	#1 PET Bottles	#1 PET - Other/Opaque: Alcoholic Beverages: Hard Ciders
Plastic Bottles	#1 PET Bottles	#1 PET - Other/Opaque: Nutritional Beverages: 100% Juice/ Vegetable
Plastic Bottles	#1 PET Bottles	#1 PET - Other/Opaque: Nutritional Beverages: Milk Products
Plastic Bottles	#1 PET Bottles	#1 PET - Other/Opaque: Nutritional Beverages: Non-Dairy Milk Products
Plastic Bottles	#1 PET Bottles	#1 PET - Other/Opaque: Large Format: > 1 Gallon
Plastic Bottles	#1 PET Bottles	#1 PET - Other/Opaque: Food
Plastic Bottles	#1 PET Bottles	#1 PET - Other/Opaque: Non-Food
Plastic Bottles	#1 PET Bottles	#1 PET - Other/Opaque: Indistinguishable
Plastic Bottles	#1 PET Bottles	#1 PET - Black: Non-Alcoholic Beverages: Water, Carbonated - no sugar, flavorings
Plastic Bottles	#1 PET Bottles	#1 PET - Black: Non-Alcoholic Beverages: Water, Non-carbonated - no sugar, flavorings
Plastic Bottles	#1 PET Bottles	#1 PET - Black: Non-Alcoholic Beverages: Water, Non-carbonated - w/sugar
Plastic Bottles	#1 PET Bottles	#1 PET - Black: Non-Alcoholic Beverages: Carbonated, Except Water
Plastic Bottles	#1 PET Bottles	#1 PET - Black: Non-Alcoholic Beverages: Beverages Except Water, Non-carbonated
Plastic Bottles	#1 PET Bottles	#1 PET - Black: Alcoholic Beverages: Beer/Malt Beverages
Plastic Bottles	#1 PET Bottles	#1 PET - Black: Alcoholic Beverages: Wine Products
Plastic Bottles	#1 PET Bottles	#1 PET - Black: Alcoholic Beverages: Wine
Plastic Bottles	#1 PET Bottles	#1 PET - Black: Alcoholic Beverages: Liquors
Plastic Bottles	#1 PET Bottles	#1 PET - Black: Alcoholic Beverages: Hard Ciders
Plastic Bottles	#1 PET Bottles	#1 PET - Black: Nutritional Beverages: 100% Juice/ Vegetable
Plastic Bottles	#1 PET Bottles	#1 PET - Black: Nutritional Beverages: Milk Products
Plastic Bottles	#1 PET Bottles	#1 PET - Black: Nutritional Beverages: Non-Dairy Milk Products
Plastic Bottles	#1 PET Bottles	#1 PET - Black: Large Format: > 1 Gallon
Plastic Bottles	#1 PET Bottles	#1 PET - Black: Food
Plastic Bottles	#1 PET Bottles	#1 PET - Black: Non-Food
Plastic Bottles	#1 PET Bottles	#1 PET - Black: Indistinguishable
Plastic Bottles	#2 HDPE Bottles	#2 HDPE - Natural: Non-Alcoholic Beverages: Water, Carbonated - no sugar, flavorings
Plastic Bottles	#2 HDPE Bottles	#2 HDPE - Natural: Non-Alcoholic Beverages: Water, Non-carbonated - no sugar, flavorings
Plastic Bottles	#2 HDPE Bottles	#2 HDPE - Natural: Non-Alcoholic Beverages: Water, Non-carbonated - w/sugar
Plastic Bottles	#2 HDPE Bottles	#2 HDPE - Natural: Non-Alcoholic Beverages: Carbonated, Except Water
Plastic Bottles	#2 HDPE Bottles	#2 HDPE - Natural: Non-Alcoholic Beverages: Beverages Except Water, Non-carbonated
Plastic Bottles	#2 HDPE Bottles	#2 HDPE - Natural: Alcoholic Beverages: Beer/Malt Beverages
Plastic Bottles	#2 HDPE Bottles	#2 HDPE - Natural: Alcoholic Beverages: Wine Products
Plastic Bottles	#2 HDPE Bottles	#2 HDPE - Natural: Alcoholic Beverages: Wine
Plastic Bottles	#2 HDPE Bottles	#2 HDPE - Natural: Alcoholic Beverages: Liquors
Plastic Bottles	#2 HDPE Bottles	#2 HDPE - Natural: Alcoholic Beverages: Hard Ciders
Plastic Bottles	#2 HDPE Bottles	#2 HDPE - Natural: Nutritional Beverages: 100% Juice/ Vegetable
Plastic Bottles	#2 HDPE Bottles	#2 HDPE - Natural: Nutritional Beverages: Milk Products
Plastic Bottles	#2 HDPE Bottles	#2 HDPE - Natural: Nutritional Beverages: Non-Dairy Milk Products
Plastic Bottles	#2 HDPE Bottles	#2 HDPE - Natural: Large Format: > 1 Gallon
Plastic Bottles	#2 HDPE Bottles	#2 HDPE - Natural: Food
Plastic Bottles	#2 HDPE Bottles	#2 HDPE - Natural: Non-Food
Plastic Bottles	#2 HDPE Bottles	#2 HDPE - Natural: Indistinguishable
Plastic Bottles	#2 HDPE Bottles	#2 HDPE - Pigmented: Non-Alcoholic Beverages: Water, Carbonated - no sugar, flavorings
Plastic Bottles	#2 HDPE Bottles	#2 HDPE - Pigmented: Non-Alcoholic Beverages: Water, Non-carbonated - no sugar, flavorings
Plastic Bottles	#2 HDPE Bottles	#2 HDPE - Pigmented: Non-Alcoholic Beverages: Water, Non-carbonated - w/sugar
Plastic Bottles	#2 HDPE Bottles	#2 HDPE - Pigmented: Non-Alcoholic Beverages: Carbonated, Except Water

Plastic Bottles	#2 HDPE Bottles	#2 HDPE - Pigmented: Non-Alcoholic Beverages: Beverages Except Water, Non-carbonated
Plastic Bottles	#2 HDPE Bottles	#2 HDPE - Pigmented: Alcoholic Beverages: Beer/Malt Beverages
Plastic Bottles	#2 HDPE Bottles	#2 HDPE - Pigmented: Alcoholic Beverages: Wine Products
Plastic Bottles	#2 HDPE Bottles	#2 HDPE - Pigmented: Alcoholic Beverages: Wine
Plastic Bottles	#2 HDPE Bottles	#2 HDPE - Pigmented: Alcoholic Beverages: Liquors
Plastic Bottles	#2 HDPE Bottles	#2 HDPE - Pigmented: Alcoholic Beverages: Hard Ciders
Plastic Bottles	#2 HDPE Bottles	#2 HDPE - Pigmented: Nutritional Beverages: 100% Juice/ Vegetable
Plastic Bottles	#2 HDPE Bottles	#2 HDPE - Pigmented: Nutritional Beverages: Milk Products
Plastic Bottles	#2 HDPE Bottles	#2 HDPE - Pigmented: Nutritional Beverages: Non-Dairy Milk Products
Plastic Bottles	#2 HDPE Bottles	#2 HDPE - Pigmented: Large Format: > 1 Gallon
Plastic Bottles	#2 HDPE Bottles	#2 HDPE - Pigmented: Food
Plastic Bottles	#2 HDPE Bottles	#2 HDPE - Pigmented: Non-Food
Plastic Bottles	#2 HDPE Bottles	#2 HDPE - Pigmented: Indistinguishable
Plastic Bottles	#2 HDPE Bottles	#2 HDPE - Black: Non-Alcoholic Beverages: Water, Carbonated - no sugar, flavorings
Plastic Bottles	#2 HDPE Bottles	#2 HDPE - Black: Non-Alcoholic Beverages: Water, Non-carbonated - no sugar, flavorings
Plastic Bottles	#2 HDPE Bottles	#2 HDPE - Black: Non-Alcoholic Beverages: Water, Non-carbonated - w/sugar
Plastic Bottles	#2 HDPE Bottles	#2 HDPE - Black: Non-Alcoholic Beverages: Carbonated, Except Water
Plastic Bottles	#2 HDPE Bottles	#2 HDPE - Black: Non-Alcoholic Beverages: Beverages Except Water, Non-carbonated
Plastic Bottles	#2 HDPE Bottles	#2 HDPE - Black: Alcoholic Beverages: Beer/Malt Beverages
Plastic Bottles	#2 HDPE Bottles	#2 HDPE - Black: Alcoholic Beverages: Wine Products
Plastic Bottles	#2 HDPE Bottles	#2 HDPE - Black: Alcoholic Beverages: Wine
Plastic Bottles	#2 HDPE Bottles	#2 HDPE - Black: Alcoholic Beverages: Liquors
Plastic Bottles	#2 HDPE Bottles	#2 HDPE - Black: Alcoholic Beverages: Hard Ciders
Plastic Bottles	#2 HDPE Bottles	#2 HDPE - Black: Nutritional Beverages: 100% Juice/ Vegetable
Plastic Bottles	#2 HDPE Bottles	#2 HDPE - Black: Nutritional Beverages: Milk Products
Plastic Bottles	#2 HDPE Bottles	#2 HDPE - Black: Nutritional Beverages: Non-Dairy Milk Products
Plastic Bottles	#2 HDPE Bottles	#2 HDPE - Black: Large Format: > 1 Gallon
Plastic Bottles	#2 HDPE Bottles	#2 HDPE - Black: Food
Plastic Bottles	#2 HDPE Bottles	#2 HDPE - Black: Non-Food
Plastic Bottles	#2 HDPE Bottles	#2 HDPE - Black: Indistinguishable
Plastic Bottles	#3-#7 & Unlabeled Bottles	#3 PVC: Non-Alcoholic Beverages: Water, Carbonated - no sugar, flavorings
Plastic Bottles	#3-#7 & Unlabeled Bottles	#3 PVC: Non-Alcoholic Beverages: Water, Non-carbonated - no sugar, flavorings
Plastic Bottles	#3-#7 & Unlabeled Bottles	#3 PVC: Non-Alcoholic Beverages: Water, Non-carbonated - w/sugar
Plastic Bottles	#3-#7 & Unlabeled Bottles	#3 PVC: Non-Alcoholic Beverages: Carbonated, Except Water
Plastic Bottles	#3-#7 & Unlabeled Bottles	#3 PVC: Non-Alcoholic Beverages: Beverages Except Water, Non-carbonated
Plastic Bottles	#3-#7 & Unlabeled Bottles	#3 PVC: Alcoholic Beverages: Beer/Malt Beverages
Plastic Bottles	#3-#7 & Unlabeled Bottles	#3 PVC: Alcoholic Beverages: Wine Products
Plastic Bottles	#3-#7 & Unlabeled Bottles	#3 PVC: Alcoholic Beverages: Wine
Plastic Bottles	#3-#7 & Unlabeled Bottles	#3 PVC: Alcoholic Beverages: Liquors
Plastic Bottles	#3-#7 & Unlabeled Bottles	#3 PVC: Alcoholic Beverages: Hard Ciders
Plastic Bottles	#3-#7 & Unlabeled Bottles	#3 PVC: Nutritional Beverages: 100% Juice/ Vegetable
Plastic Bottles	#3-#7 & Unlabeled Bottles	#3 PVC: Nutritional Beverages: Milk Products
Plastic Bottles	#3-#7 & Unlabeled Bottles	#3 PVC: Nutritional Beverages: Non-Dairy Milk Products
Plastic Bottles	#3-#7 & Unlabeled Bottles	#3 PVC: Large Format: > 1 Gallon
Plastic Bottles	#3-#7 & Unlabeled Bottles	#3 PVC: Food
Plastic Bottles	#3-#7 & Unlabeled Bottles	#3 PVC: Non-Food
Plastic Bottles	#3-#7 & Unlabeled Bottles	#3 PVC: Indistinguishable
Plastic Bottles	#3-#7 & Unlabeled Bottles	#4 LDPE/ LLDPE: Non-Alcoholic Beverages: Water, Carbonated - no sugar, flavorings
Plastic Bottles	#3-#7 & Unlabeled Bottles	#4 LDPE/ LLDPE: Non-Alcoholic Beverages: Water, Non-carbonated - no sugar, flavorings
Plastic Bottles	#3-#7 & Unlabeled Bottles	#4 LDPE/ LLDPE: Non-Alcoholic Beverages: Water, Non-carbonated - w/sugar
Plastic Bottles	#3-#7 & Unlabeled Bottles	#4 LDPE/ LLDPE: Non-Alcoholic Beverages: Carbonated, Except Water
Plastic Bottles	#3-#7 & Unlabeled Bottles	#4 LDPE/ LLDPE: Non-Alcoholic Beverages: Beverages Except Water, Non-carbonated
Plastic Bottles	#3-#7 & Unlabeled Bottles	#4 LDPE/ LLDPE: Alcoholic Beverages: Beer/Malt Beverages
Plastic Bottles	#3-#7 & Unlabeled Bottles	#4 LDPE/ LLDPE: Alcoholic Beverages: Wine Products
Plastic Bottles	#3-#7 & Unlabeled Bottles	#4 LDPE/ LLDPE: Alcoholic Beverages: Wine
Plastic Bottles	#3-#7 & Unlabeled Bottles	#4 LDPE/ LLDPE: Alcoholic Beverages: Liquors
Plastic Bottles	#3-#7 & Unlabeled Bottles	#4 LDPE/ LLDPE: Alcoholic Beverages: Hard Ciders
Plastic Bottles	#3-#7 & Unlabeled Bottles	#4 LDPE/ LLDPE: Nutritional Beverages: 100% Juice/ Vegetable
Plastic Bottles	#3-#7 & Unlabeled Bottles	#4 LDPE/ LLDPE: Nutritional Beverages: Milk Products
Plastic Bottles	#3-#7 & Unlabeled Bottles	#4 LDPE/ LLDPE: Nutritional Beverages: Non-Dairy Milk Products
Plastic Bottles	#3-#7 & Unlabeled Bottles	#4 LDPE/ LLDPE: Large Format: > 1 Gallon
Plastic Bottles	#3-#7 & Unlabeled Bottles	#4 LDPE/ LLDPE: Food
Plastic Bottles	#3-#7 & Unlabeled Bottles	#4 LDPE/ LLDPE: Non-Food
Plastic Bottles	#3-#7 & Unlabeled Bottles	#4 LDPE/ LLDPE: Indistinguishable
Plastic Bottles	#3-#7 & Unlabeled Bottles	#5 PP Rigid - Non-black: Non-Alcoholic Beverages: Water, Carbonated - no sugar, flavorings
Plastic Bottles	#3-#7 & Unlabeled Bottles	#5 PP Rigid - Non-black: Non-Alcoholic Beverages: Water, Non-carbonated - no sugar, flavorings
Plastic Bottles	#3-#7 & Unlabeled Bottles	#5 PP Rigid - Non-black: Non-Alcoholic Beverages: Water, Non-carbonated - w/sugar
Plastic Bottles	#3-#7 & Unlabeled Bottles	#5 PP Rigid - Non-black: Non-Alcoholic Beverages: Carbonated, Except Water
Plastic Bottles	#3-#7 & Unlabeled Bottles	#5 PP Rigid - Non-black: Non-Alcoholic Beverages: Beverages Except Water, Non-carbonated
Plastic Bottles	#3-#7 & Unlabeled Bottles	#5 PP Rigid - Non-black: Alcoholic Beverages: Beer/Malt Beverages
Plastic Bottles	#3-#7 & Unlabeled Bottles	#5 PP Rigid - Non-black: Alcoholic Beverages: Wine Products
Plastic Bottles	#3-#7 & Unlabeled Bottles	#5 PP Rigid - Non-black: Alcoholic Beverages: Wine
Plastic Bottles	#3-#7 & Unlabeled Bottles	#5 PP Rigid - Non-black: Alcoholic Beverages: Liquors
Plastic Bottles	#3-#7 & Unlabeled Bottles	#5 PP Rigid - Non-black: Alcoholic Beverages: Hard Ciders
Plastic Bottles	#3-#7 & Unlabeled Bottles	#5 PP Rigid - Non-black: Nutritional Beverages: 100% Juice/ Vegetable
Plastic Bottles	#3-#7 & Unlabeled Bottles	#5 PP Rigid - Non-black: Nutritional Beverages: Milk Products
Plastic Bottles	#3-#7 & Unlabeled Bottles	#5 PP Rigid - Non-black: Nutritional Beverages: Non-Dairy Milk Products
Plastic Bottles	#3-#7 & Unlabeled Bottles	#5 PP Rigid - Non-black: Large Format: > 1 Gallon
Plastic Bottles	#3-#7 & Unlabeled Bottles	#5 PP Rigid - Non-black: Food
Plastic Bottles	#3-#7 & Unlabeled Bottles	#5 PP Rigid - Non-black: Non-Food
Plastic Bottles	#3-#7 & Unlabeled Bottles	#5 PP Rigid - Non-black: Indistinguishable
Plastic Bottles	#3-#7 & Unlabeled Bottles	#5 PP Rigid - Black: Non-Alcoholic Beverages: Water, Carbonated - no sugar, flavorings
Plastic Bottles	#3-#7 & Unlabeled Bottles	#5 PP Rigid - Black: Non-Alcoholic Beverages: Water, Non-carbonated - no sugar, flavorings
Plastic Bottles	#3-#7 & Unlabeled Bottles	#5 PP Rigid - Black: Non-Alcoholic Beverages: Water, Non-carbonated - w/sugar
Plastic Bottles	#3-#7 & Unlabeled Bottles	#5 PP Rigid - Black: Non-Alcoholic Beverages: Carbonated, Except Water
Plastic Bottles	#3-#7 & Unlabeled Bottles	#5 PP Rigid - Black: Non-Alcoholic Beverages: Beverages Except Water, Non-carbonated
Plastic Bottles	#3-#7 & Unlabeled Bottles	#5 PP Rigid - Black: Alcoholic Beverages: Beer/Malt Beverages
Plastic Bottles	#3-#7 & Unlabeled Bottles	#5 PP Rigid - Black: Alcoholic Beverages: Wine Products
Plastic Bottles	#3-#7 & Unlabeled Bottles	#5 PP Rigid - Black: Alcoholic Beverages: Wine
Plastic Bottles	#3-#7 & Unlabeled Bottles	#5 PP Rigid - Black: Alcoholic Beverages: Liquors
Plastic Bottles	#3-#7 & Unlabeled Bottles	#5 PP Rigid - Black: Alcoholic Beverages: Hard Ciders
Plastic Bottles	#3-#7 & Unlabeled Bottles	#5 PP Rigid - Black: Nutritional Beverages: 100% Juice/ Vegetable
Plastic Bottles	#3-#7 & Unlabeled Bottles	#5 PP Rigid - Black: Nutritional Beverages: Milk Products
Plastic Bottles	#3-#7 & Unlabeled Bottles	#5 PP Rigid - Black: Nutritional Beverages: Non-Dairy Milk Products

Plastic Bottles	#3-#7 & Unlabeled Bottles	#5 PP Rigid - Black: Large Format: > 1 Gallon
Plastic Bottles	#3-#7 & Unlabeled Bottles	#5 PP Rigid - Black: Food
Plastic Bottles	#3-#7 & Unlabeled Bottles	#5 PP Rigid - Black: Non-Food
Plastic Bottles	#3-#7 & Unlabeled Bottles	#5 PP Rigid - Black: Indistinguishable
Plastic Bottles	#3-#7 & Unlabeled Bottles	#6 PS Rigid: Non-Alcoholic Beverages: Water, Carbonated - no sugar, flavorings
Plastic Bottles	#3-#7 & Unlabeled Bottles	#6 PS Rigid: Non-Alcoholic Beverages: Water, Non-carbonated - no sugar, flavorings
Plastic Bottles	#3-#7 & Unlabeled Bottles	#6 PS Rigid: Non-Alcoholic Beverages: Water, Non-carbonated - w/sugar
Plastic Bottles	#3-#7 & Unlabeled Bottles	#6 PS Rigid: Non-Alcoholic Beverages: Carbonated, Except Water
Plastic Bottles	#3-#7 & Unlabeled Bottles	#6 PS Rigid: Non-Alcoholic Beverages: Beverages Except Water, Non-carbonated
Plastic Bottles	#3-#7 & Unlabeled Bottles	#6 PS Rigid: Alcoholic Beverages: Beer/Malt Beverages
Plastic Bottles	#3-#7 & Unlabeled Bottles	#6 PS Rigid: Alcoholic Beverages: Wine Products
Plastic Bottles	#3-#7 & Unlabeled Bottles	#6 PS Rigid: Alcoholic Beverages: Wine
Plastic Bottles	#3-#7 & Unlabeled Bottles	#6 PS Rigid: Alcoholic Beverages: Liquors
Plastic Bottles	#3-#7 & Unlabeled Bottles	#6 PS Rigid: Alcoholic Beverages: Hard Ciders
Plastic Bottles	#3-#7 & Unlabeled Bottles	#6 PS Rigid: Nutritional Beverages: 100% Juice/ Vegetable
Plastic Bottles	#3-#7 & Unlabeled Bottles	#6 PS Rigid: Nutritional Beverages: Milk Products
Plastic Bottles	#3-#7 & Unlabeled Bottles	#6 PS Rigid: Nutritional Beverages: Non-Dairy Milk Products
Plastic Bottles	#3-#7 & Unlabeled Bottles	#6 PS Rigid: Large Format: > 1 Gallon
Plastic Bottles	#3-#7 & Unlabeled Bottles	#6 PS Rigid: Food
Plastic Bottles	#3-#7 & Unlabeled Bottles	#6 PS Rigid: Non-Food
Plastic Bottles	#3-#7 & Unlabeled Bottles	#6 PS Rigid: Indistinguishable
Plastic Bottles	#3-#7 & Unlabeled Bottles	#7 Other & Dual Numbered: Non-Alcoholic Beverages: Water, Carbonated - no sugar, flavorings
Plastic Bottles	#3-#7 & Unlabeled Bottles	#7 Other & Dual Numbered: Non-Alcoholic Beverages: Water, Non-carbonated - no sugar, flavorings
Plastic Bottles	#3-#7 & Unlabeled Bottles	#7 Other & Dual Numbered: Non-Alcoholic Beverages: Water, Non-carbonated - w/sugar
Plastic Bottles	#3-#7 & Unlabeled Bottles	#7 Other & Dual Numbered: Non-Alcoholic Beverages: Carbonated, Except Water
Plastic Bottles	#3-#7 & Unlabeled Bottles	#7 Other & Dual Numbered: Non-Alcoholic Beverages: Beverages Except Water, Non-carbonated
Plastic Bottles	#3-#7 & Unlabeled Bottles	#7 Other & Dual Numbered: Alcoholic Beverages: Beer/Malt Beverages
Plastic Bottles	#3-#7 & Unlabeled Bottles	#7 Other & Dual Numbered: Alcoholic Beverages: Wine Products
Plastic Bottles	#3-#7 & Unlabeled Bottles	#7 Other & Dual Numbered: Alcoholic Beverages: Wine
Plastic Bottles	#3-#7 & Unlabeled Bottles	#7 Other & Dual Numbered: Alcoholic Beverages: Liquors
Plastic Bottles	#3-#7 & Unlabeled Bottles	#7 Other & Dual Numbered: Alcoholic Beverages: Hard Ciders
Plastic Bottles	#3-#7 & Unlabeled Bottles	#7 Other & Dual Numbered: Nutritional Beverages: 100% Juice/ Vegetable
Plastic Bottles	#3-#7 & Unlabeled Bottles	#7 Other & Dual Numbered: Nutritional Beverages: Milk Products
Plastic Bottles	#3-#7 & Unlabeled Bottles	#7 Other & Dual Numbered: Nutritional Beverages: Non-Dairy Milk Products
Plastic Bottles	#3-#7 & Unlabeled Bottles	#7 Other & Dual Numbered: Large Format: > 1 Gallon
Plastic Bottles	#3-#7 & Unlabeled Bottles	#7 Other & Dual Numbered: Food
Plastic Bottles	#3-#7 & Unlabeled Bottles	#7 Other & Dual Numbered: Non-Food
Plastic Bottles	#3-#7 & Unlabeled Bottles	#7 Other & Dual Numbered: Indistinguishable
Plastic Bottles	#3-#7 & Unlabeled Bottles	Unlabeled/ Indistinguishable: Non-Alcoholic Beverages: Water, Carbonated - no sugar, flavorings
Plastic Bottles	#3-#7 & Unlabeled Bottles	Unlabeled/ Indistinguishable: Non-Alcoholic Beverages: Water, Non-carbonated - no sugar, flavorings
Plastic Bottles	#3-#7 & Unlabeled Bottles	Unlabeled/ Indistinguishable: Non-Alcoholic Beverages: Water, Non-carbonated - w/sugar
Plastic Bottles	#3-#7 & Unlabeled Bottles	Unlabeled/ Indistinguishable: Non-Alcoholic Beverages: Carbonated, Except Water
Plastic Bottles	#3-#7 & Unlabeled Bottles	Unlabeled/ Indistinguishable: Non-Alcoholic Beverages: Beverages Except Water, Non-carbonated
Plastic Bottles	#3-#7 & Unlabeled Bottles	Unlabeled/ Indistinguishable: Alcoholic Beverages: Beer/Malt Beverages
Plastic Bottles	#3-#7 & Unlabeled Bottles	Unlabeled/ Indistinguishable: Alcoholic Beverages: Wine Products
Plastic Bottles	#3-#7 & Unlabeled Bottles	Unlabeled/ Indistinguishable: Alcoholic Beverages: Wine
Plastic Bottles	#3-#7 & Unlabeled Bottles	Unlabeled/ Indistinguishable: Alcoholic Beverages: Liquors
Plastic Bottles	#3-#7 & Unlabeled Bottles	Unlabeled/ Indistinguishable: Alcoholic Beverages: Hard Ciders
Plastic Bottles	#3-#7 & Unlabeled Bottles	Unlabeled/ Indistinguishable: Nutritional Beverages: 100% Juice/ Vegetable
Plastic Bottles	#3-#7 & Unlabeled Bottles	Unlabeled/ Indistinguishable: Nutritional Beverages: Milk Products
Plastic Bottles	#3-#7 & Unlabeled Bottles	Unlabeled/ Indistinguishable: Nutritional Beverages: Non-Dairy Milk Products
Plastic Bottles	#3-#7 & Unlabeled Bottles	Unlabeled/ Indistinguishable: Large Format: > 1 Gallon
Plastic Bottles	#3-#7 & Unlabeled Bottles	Unlabeled/ Indistinguishable: Food
Plastic Bottles	#3-#7 & Unlabeled Bottles	Unlabeled/ Indistinguishable: Non-Food
Plastic Bottles	#3-#7 & Unlabeled Bottles	Unlabeled/ Indistinguishable: Indistinguishable
Compostable Packaging	Compostable Containers & Packaging	Compostable: Non-Alcoholic Beverages: Water, Carbonated - no sugar, flavorings
Compostable Packaging	Compostable Containers & Packaging	Compostable: Non-Alcoholic Beverages: Water, Non-carbonated - no sugar, flavorings
Compostable Packaging	Compostable Containers & Packaging	Compostable: Non-Alcoholic Beverages: Water, Non-carbonated - w/sugar
Compostable Packaging	Compostable Containers & Packaging	Compostable: Non-Alcoholic Beverages: Carbonated, Except Water
Compostable Packaging	Compostable Containers & Packaging	Compostable: Non-Alcoholic Beverages: Beverages Except Water, Non-carbonated
Compostable Packaging	Compostable Containers & Packaging	Compostable: Alcoholic Beverages: Beer/Malt Beverages
Compostable Packaging	Compostable Containers & Packaging	Compostable: Alcoholic Beverages: Wine Products
Compostable Packaging	Compostable Containers & Packaging	Compostable: Alcoholic Beverages: Wine
Compostable Packaging	Compostable Containers & Packaging	Compostable: Alcoholic Beverages: Liquors
Compostable Packaging	Compostable Containers & Packaging	Compostable: Alcoholic Beverages: Hard Ciders
Compostable Packaging	Compostable Containers & Packaging	Compostable: Nutritional Beverages: 100% Juice/ Vegetable
Compostable Packaging	Compostable Containers & Packaging	Compostable: Nutritional Beverages: Milk Products
Compostable Packaging	Compostable Containers & Packaging	Compostable: Nutritional Beverages: Non-Dairy Milk Products
Compostable Packaging	Compostable Containers & Packaging	Compostable: Large Format: > 1 Gallon
Compostable Packaging	Compostable Containers & Packaging	Compostable: Food
Compostable Packaging	Compostable Containers & Packaging	Compostable: Non-Food
Compostable Packaging	Compostable Containers & Packaging	Compostable: Indistinguishable
Non-Bottle Rigid Plastics	Thermoforms	Thermoforms - Non-black: #1 PET
Non-Bottle Rigid Plastics	Thermoforms	Thermoforms - Non-black: #2 HDPE Natural
Non-Bottle Rigid Plastics	Thermoforms	Thermoforms - Non-black: #2 HDPE Pigmented
Non-Bottle Rigid Plastics	Thermoforms	Thermoforms - Non-black: #3 PVC
Non-Bottle Rigid Plastics	Thermoforms	Thermoforms - Non-black: #4 LDPE/ LLDPE
Non-Bottle Rigid Plastics	Thermoforms	Thermoforms - Non-black: #5 PP Rigid
Non-Bottle Rigid Plastics	Thermoforms	Thermoforms - Non-black: #5 PP Expanded
Non-Bottle Rigid Plastics	Thermoforms	Thermoforms - Non-black: #6 PS Rigid
Non-Bottle Rigid Plastics	Thermoforms	Thermoforms - Non-black: #6 PS Expanded
Non-Bottle Rigid Plastics	Thermoforms	Thermoforms - Non-black: #7 Other & Dual Numbered
Non-Bottle Rigid Plastics	Thermoforms	Thermoforms - Non-black: Compostable
Non-Bottle Rigid Plastics	Thermoforms	Thermoforms - Non-black: Unlabeled/ Indistinguishable
Non-Bottle Rigid Plastics	Thermoforms	Thermoforms - Black: #1 PET
Non-Bottle Rigid Plastics	Thermoforms	Thermoforms - Black: #2 HDPE Natural
Non-Bottle Rigid Plastics	Thermoforms	Thermoforms - Black: #2 HDPE Pigmented
Non-Bottle Rigid Plastics	Thermoforms	Thermoforms - Black: #3 PVC
Non-Bottle Rigid Plastics	Thermoforms	Thermoforms - Black: #4 LDPE/ LLDPE
Non-Bottle Rigid Plastics	Thermoforms	Thermoforms - Black: #5 PP Rigid
Non-Bottle Rigid Plastics	Thermoforms	Thermoforms - Black: #5 PP Expanded
Non-Bottle Rigid Plastics	Thermoforms	Thermoforms - Black: #6 PS Rigid
Non-Bottle Rigid Plastics	Thermoforms	Thermoforms - Black: #6 PS Expanded
Non-Bottle Rigid Plastics	Thermoforms	Thermoforms - Black: #7 Other & Dual Numbered

Non-Bottle Rigid Plastics	Thermoforms	Thermoforms - Black: Compostable
Non-Bottle Rigid Plastics	Thermoforms	Thermoforms - Black: Unlabeled/ Indistinguishable
Non-Bottle Rigid Plastics	Other PVC	Other PVC
Non-Bottle Rigid Plastics	Tubs & Lids	Tubs and Lids - Non-black: #1 PET
Non-Bottle Rigid Plastics	Tubs & Lids	Tubs and Lids - Non-black: #2 HDPE Natural
Non-Bottle Rigid Plastics	Tubs & Lids	Tubs and Lids - Non-black: #2 HDPE Pigmented
Non-Bottle Rigid Plastics	Tubs & Lids	Tubs and Lids - Non-black: #3 PVC
Non-Bottle Rigid Plastics	Tubs & Lids	Tubs and Lids - Non-black: #4 LDPE/ LLDPE
Non-Bottle Rigid Plastics	Tubs & Lids	Tubs and Lids - Non-black: #5 PP Rigid
Non-Bottle Rigid Plastics	Tubs & Lids	Tubs and Lids - Non-black: #5 PP Expanded
Non-Bottle Rigid Plastics	Tubs & Lids	Tubs and Lids - Non-black: #6 PS Rigid
Non-Bottle Rigid Plastics	Tubs & Lids	Tubs and Lids - Non-black: #6 PS Expanded
Non-Bottle Rigid Plastics	Tubs & Lids	Tubs and Lids - Non-black: #7 Other & Dual Numbered
Non-Bottle Rigid Plastics	Tubs & Lids	Tubs and Lids - Non-black: Compostable
Non-Bottle Rigid Plastics	Tubs & Lids	Tubs and Lids - Non-black: Unlabeled/ Indistinguishable
Non-Bottle Rigid Plastics	Tubs & Lids	Tubs and Lids - Black: #1 PET
Non-Bottle Rigid Plastics	Tubs & Lids	Tubs and Lids - Black: #2 HDPE Natural
Non-Bottle Rigid Plastics	Tubs & Lids	Tubs and Lids - Black: #2 HDPE Pigmented
Non-Bottle Rigid Plastics	Tubs & Lids	Tubs and Lids - Black: #3 PVC
Non-Bottle Rigid Plastics	Tubs & Lids	Tubs and Lids - Black: #4 LDPE/ LLDPE
Non-Bottle Rigid Plastics	Tubs & Lids	Tubs and Lids - Black: #5 PP Rigid
Non-Bottle Rigid Plastics	Tubs & Lids	Tubs and Lids - Black: #5 PP Expanded
Non-Bottle Rigid Plastics	Tubs & Lids	Tubs and Lids - Black: #6 PS Rigid
Non-Bottle Rigid Plastics	Tubs & Lids	Tubs and Lids - Black: #6 PS Expanded
Non-Bottle Rigid Plastics	Tubs & Lids	Tubs and Lids - Black: #7 Other & Dual Numbered
Non-Bottle Rigid Plastics	Tubs & Lids	Tubs and Lids - Black: Compostable
Non-Bottle Rigid Plastics	Tubs & Lids	Tubs and Lids - Black: Unlabeled/ Indistinguishable
Non-Bottle Rigid Plastics	#1-#7 Other Rigid Containers/Packaging	#1-#7 Other Rigid Containers/Packaging - Non-black: #1 PET
Non-Bottle Rigid Plastics	#1-#7 Other Rigid Containers/Packaging	#1-#7 Other Rigid Containers/Packaging - Non-black: #2 HDPE Natural
Non-Bottle Rigid Plastics	#1-#7 Other Rigid Containers/Packaging	#1-#7 Other Rigid Containers/Packaging - Non-black: #2 HDPE Pigmented
Non-Bottle Rigid Plastics	#1-#7 Other Rigid Containers/Packaging	#1-#7 Other Rigid Containers/Packaging - Non-black: #3 PVC
Non-Bottle Rigid Plastics	#1-#7 Other Rigid Containers/Packaging	#1-#7 Other Rigid Containers/Packaging - Non-black: #4 LDPE/ LLDPE
Non-Bottle Rigid Plastics	#1-#7 Other Rigid Containers/Packaging	#1-#7 Other Rigid Containers/Packaging - Non-black: #5 PP Rigid
Non-Bottle Rigid Plastics	#1-#7 Other Rigid Containers/Packaging	#1-#7 Other Rigid Containers/Packaging - Non-black: #5 PP Expanded
Non-Bottle Rigid Plastics	#1-#7 Other Rigid Containers/Packaging	#1-#7 Other Rigid Containers/Packaging - Non-black: #6 PS Rigid
Non-Bottle Rigid Plastics	#1-#7 Other Rigid Containers/Packaging	#1-#7 Other Rigid Containers/Packaging - Non-black: #6 PS Expanded
Non-Bottle Rigid Plastics	#1-#7 Other Rigid Containers/Packaging	#1-#7 Other Rigid Containers/Packaging - Non-black: #7 Other & Dual Numbered
Non-Bottle Rigid Plastics	#1-#7 Other Rigid Containers/Packaging	#1-#7 Other Rigid Containers/Packaging - Non-black: Compostable
Non-Bottle Rigid Plastics	#1-#7 Other Rigid Containers/Packaging	#1-#7 Other Rigid Containers/Packaging - Non-black: Unlabeled/ Indistinguishable
Non-Bottle Rigid Plastics	#1-#7 Other Rigid Containers/Packaging	#1-#7 Other Rigid Containers/Packaging - Black: #1 PET
Non-Bottle Rigid Plastics	#1-#7 Other Rigid Containers/Packaging	#1-#7 Other Rigid Containers/Packaging - Black: #2 HDPE Natural
Non-Bottle Rigid Plastics	#1-#7 Other Rigid Containers/Packaging	#1-#7 Other Rigid Containers/Packaging - Black: #2 HDPE Pigmented
Non-Bottle Rigid Plastics	#1-#7 Other Rigid Containers/Packaging	#1-#7 Other Rigid Containers/Packaging - Black: #3 PVC
Non-Bottle Rigid Plastics	#1-#7 Other Rigid Containers/Packaging	#1-#7 Other Rigid Containers/Packaging - Black: #4 LDPE/ LLDPE
Non-Bottle Rigid Plastics	#1-#7 Other Rigid Containers/Packaging	#1-#7 Other Rigid Containers/Packaging - Black: #5 PP Rigid
Non-Bottle Rigid Plastics	#1-#7 Other Rigid Containers/Packaging	#1-#7 Other Rigid Containers/Packaging - Black: #5 PP Expanded
Non-Bottle Rigid Plastics	#1-#7 Other Rigid Containers/Packaging	#1-#7 Other Rigid Containers/Packaging - Black: #6 PS Rigid
Non-Bottle Rigid Plastics	#1-#7 Other Rigid Containers/Packaging	#1-#7 Other Rigid Containers/Packaging - Black: #6 PS Expanded
Non-Bottle Rigid Plastics	#1-#7 Other Rigid Containers/Packaging	#1-#7 Other Rigid Containers/Packaging - Black: #7 Other & Dual Numbered
Non-Bottle Rigid Plastics	#1-#7 Other Rigid Containers/Packaging	#1-#7 Other Rigid Containers/Packaging - Black: Compostable
Non-Bottle Rigid Plastics	#1-#7 Other Rigid Containers/Packaging	#1-#7 Other Rigid Containers/Packaging - Black: Unlabeled/ Indistinguishable
Non-Bottle Rigid Plastics	#1-#7 Other Rigid Containers/Packaging	#1-#7 Other Rigid Containers/Packaging - Small Format: Unlabeled/ Indistinguishable
Non-Bottle Rigid Plastics	Plastic Appliances	Appliances: Predominantly Plastic: Embedded Battery: #2 HDPE Pigmented - Color
Non-Bottle Rigid Plastics	Plastic Appliances	Appliances: Predominantly Plastic: Embedded Battery: #2 HDPE Pigmented - Black
Non-Bottle Rigid Plastics	Plastic Appliances	Appliances: Predominantly Plastic: Embedded Battery: #5 PP - Color
Non-Bottle Rigid Plastics	Plastic Appliances	Appliances: Predominantly Plastic: Embedded Battery: #5 PP - Black
Non-Bottle Rigid Plastics	Plastic Appliances	Appliances: Predominantly Plastic: Embedded Battery: Other Plastic - Color
Non-Bottle Rigid Plastics	Plastic Appliances	Appliances: Predominantly Plastic: Embedded Battery: Other Plastic - Black
Non-Bottle Rigid Plastics	Plastic Appliances	Appliances: Predominantly Plastic: Removable Battery: #2 HDPE Pigmented - Color
Non-Bottle Rigid Plastics	Plastic Appliances	Appliances: Predominantly Plastic: Removable Battery: #2 HDPE Pigmented - Black
Non-Bottle Rigid Plastics	Plastic Appliances	Appliances: Predominantly Plastic: Removable Battery: #5 PP - Color
Non-Bottle Rigid Plastics	Plastic Appliances	Appliances: Predominantly Plastic: Removable Battery: #5 PP - Black
Non-Bottle Rigid Plastics	Plastic Appliances	Appliances: Predominantly Plastic: Removable Battery: Other Plastic - Color
Non-Bottle Rigid Plastics	Plastic Appliances	Appliances: Predominantly Plastic: Removable Battery: Other Plastic - Black
Non-Bottle Rigid Plastics	Plastic Appliances	Appliances: Predominantly Plastic: No Battery: #2 HDPE Pigmented - Color
Non-Bottle Rigid Plastics	Plastic Appliances	Appliances: Predominantly Plastic: No Battery: #2 HDPE Pigmented - Black
Non-Bottle Rigid Plastics	Plastic Appliances	Appliances: Predominantly Plastic: No Battery: #5 PP - Color
Non-Bottle Rigid Plastics	Plastic Appliances	Appliances: Predominantly Plastic: No Battery: #5 PP - Black
Non-Bottle Rigid Plastics	Plastic Appliances	Appliances: Predominantly Plastic: No Battery: Other Plastic - Color
Non-Bottle Rigid Plastics	Plastic Appliances	Appliances: Predominantly Plastic: No Battery: Other Plastic - Black
Non-Bottle Rigid Plastics	Other Rigid Plastic Materials	Other Plastics Materials not Elsewhere Classified - Non-black: #1 PET
Non-Bottle Rigid Plastics	Other Rigid Plastic Materials	Other Plastics Materials not Elsewhere Classified - Non-black: #2 HDPE Natural
Non-Bottle Rigid Plastics	Other Rigid Plastic Materials	Other Plastics Materials not Elsewhere Classified - Non-black: #2 HDPE Pigmented
Non-Bottle Rigid Plastics	Other Rigid Plastic Materials	Other Plastics Materials not Elsewhere Classified - Non-black: #3 PVC
Non-Bottle Rigid Plastics	Other Rigid Plastic Materials	Other Plastics Materials not Elsewhere Classified - Non-black: #4 LDPE/ LLDPE
Non-Bottle Rigid Plastics	Other Rigid Plastic Materials	Other Plastics Materials not Elsewhere Classified - Non-black: #5 PP Rigid
Non-Bottle Rigid Plastics	Other Rigid Plastic Materials	Other Plastics Materials not Elsewhere Classified - Non-black: #5 PP Expanded
Non-Bottle Rigid Plastics	Other Rigid Plastic Materials	Other Plastics Materials not Elsewhere Classified - Non-black: #6 PS Rigid
Non-Bottle Rigid Plastics	Other Rigid Plastic Materials	Other Plastics Materials not Elsewhere Classified - Non-black: #6 PS Expanded
Non-Bottle Rigid Plastics	Other Rigid Plastic Materials	Other Plastics Materials not Elsewhere Classified - Non-black: #7 Other & Dual Numbered
Non-Bottle Rigid Plastics	Other Rigid Plastic Materials	Other Plastics Materials not Elsewhere Classified - Non-black: Compostable
Non-Bottle Rigid Plastics	Other Rigid Plastic Materials	Other Plastics Materials not Elsewhere Classified - Non-black: Unlabeled/ Indistinguishable
Non-Bottle Rigid Plastics	Other Rigid Plastic Materials	Other Plastics Materials not Elsewhere Classified - Black: #1 PET
Non-Bottle Rigid Plastics	Other Rigid Plastic Materials	Other Plastics Materials not Elsewhere Classified - Black: #2 HDPE Natural
Non-Bottle Rigid Plastics	Other Rigid Plastic Materials	Other Plastics Materials not Elsewhere Classified - Black: #2 HDPE Pigmented
Non-Bottle Rigid Plastics	Other Rigid Plastic Materials	Other Plastics Materials not Elsewhere Classified - Black: #3 PVC
Non-Bottle Rigid Plastics	Other Rigid Plastic Materials	Other Plastics Materials not Elsewhere Classified - Black: #4 LDPE/ LLDPE
Non-Bottle Rigid Plastics	Other Rigid Plastic Materials	Other Plastics Materials not Elsewhere Classified - Black: #5 PP Rigid
Non-Bottle Rigid Plastics	Other Rigid Plastic Materials	Other Plastics Materials not Elsewhere Classified - Black: #5 PP Expanded
Non-Bottle Rigid Plastics	Other Rigid Plastic Materials	Other Plastics Materials not Elsewhere Classified - Black: #6 PS Rigid
Non-Bottle Rigid Plastics	Other Rigid Plastic Materials	Other Plastics Materials not Elsewhere Classified - Black: #6 PS Expanded
Non-Bottle Rigid Plastics	Other Rigid Plastic Materials	Other Plastics Materials not Elsewhere Classified - Black: #7 Other & Dual Numbered
Non-Bottle Rigid Plastics	Other Rigid Plastic Materials	Other Plastics Materials not Elsewhere Classified - Black: Compostable
Non-Bottle Rigid Plastics	Other Rigid Plastic Materials	Other Plastics Materials not Elsewhere Classified - Black: Unlabeled/ Indistinguishable

Non-Bottle Rigid Plastics	Other Rigid Plastic Materials	Other Plastics Materials not Elsewhere Classified - Small Format: Unlabeled/ Indistinguishable
Foam Packaging	Foam Containers & Packaging	#6 Expanded Polystyrene Containers & Packaging (EPS): Food Packaging
Foam Packaging	Foam Containers & Packaging	#6 Expanded Polystyrene Containers & Packaging (EPS): Non-Food Packaging
Film Plastic	Retail Bags & Sleeves	Retail Bags & Sleeves
Film Plastic	Garbage and Recycling Bags	Garbage and Recycling Bags
Film Plastic	Reusable Plastic Bags	Reusable Plastic Bags
Film Plastic	Pouches	Pouches
Film Plastic	Other Film Plastic	Other Film Plastic
Film Plastic	Labeled or Certified Compostable Plastic Bags	Labeled or Certified Compostable Plastic Bags
Single-Use Plastics	Single-Use Plastics	Single-Use: Plates, Cutlery - Non-black: #1 PET
Single-Use Plastics	Single-Use Plastics	Single-Use: Plates, Cutlery - Non-black: #2 HDPE Natural
Single-Use Plastics	Single-Use Plastics	Single-Use: Plates, Cutlery - Non-black: #2 HDPE Pigmented
Single-Use Plastics	Single-Use Plastics	Single-Use: Plates, Cutlery - Non-black: #3 PVC
Single-Use Plastics	Single-Use Plastics	Single-Use: Plates, Cutlery - Non-black: #4 LDPE/ LLDPE
Single-Use Plastics	Single-Use Plastics	Single-Use: Plates, Cutlery - Non-black: #5 PP Rigid
Single-Use Plastics	Single-Use Plastics	Single-Use: Plates, Cutlery - Non-black: #5 PP Expanded
Single-Use Plastics	Single-Use Plastics	Single-Use: Plates, Cutlery - Non-black: #6 PS Rigid
Single-Use Plastics	Single-Use Plastics	Single-Use: Plates, Cutlery - Non-black: #6 PS Expanded
Single-Use Plastics	Single-Use Plastics	Single-Use: Plates, Cutlery - Non-black: #7 Other & Dual Numbered
Single-Use Plastics	Single-Use Plastics	Single-Use: Plates, Cutlery - Non-black: Compostable
Single-Use Plastics	Single-Use Plastics	Single-Use: Plates, Cutlery - Non-black: Unlabeled/ Indistinguishable
Single-Use Plastics	Single-Use Plastics	Single-Use: Plates, Cutlery - Black: #1 PET
Single-Use Plastics	Single-Use Plastics	Single-Use: Plates, Cutlery - Black: #2 HDPE Natural
Single-Use Plastics	Single-Use Plastics	Single-Use: Plates, Cutlery - Black: #2 HDPE Pigmented
Single-Use Plastics	Single-Use Plastics	Single-Use: Plates, Cutlery - Black: #3 PVC
Single-Use Plastics	Single-Use Plastics	Single-Use: Plates, Cutlery - Black: #4 LDPE/ LLDPE
Single-Use Plastics	Single-Use Plastics	Single-Use: Plates, Cutlery - Black: #5 PP Rigid
Single-Use Plastics	Single-Use Plastics	Single-Use: Plates, Cutlery - Black: #5 PP Expanded
Single-Use Plastics	Single-Use Plastics	Single-Use: Plates, Cutlery - Black: #6 PS Rigid
Single-Use Plastics	Single-Use Plastics	Single-Use: Plates, Cutlery - Black: #6 PS Expanded
Single-Use Plastics	Single-Use Plastics	Single-Use: Plates, Cutlery - Black: #7 Other & Dual Numbered
Single-Use Plastics	Single-Use Plastics	Single-Use: Plates, Cutlery - Black: Compostable
Single-Use Plastics	Single-Use Plastics	Single-Use: Plates, Cutlery - Black: Unlabeled/ Indistinguishable
Single-Use Plastics	Single-Use Plastics	Single-Use: Plates, Cutlery - Small Format: Unlabeled/ Indistinguishable
Bulk Rigid Plastics	Bulky Rigid Plastic Toys and Housewares	Bulk/Rigid: Plastic Toys/ Housewares: Embedded Battery: #2 HDPE Pigmented - Color
Bulk Rigid Plastics	Bulky Rigid Plastic Toys and Housewares	Bulk/Rigid: Plastic Toys/ Housewares: Embedded Battery: #2 HDPE Pigmented - Black
Bulk Rigid Plastics	Bulky Rigid Plastic Toys and Housewares	Bulk/Rigid: Plastic Toys/ Housewares:Embedded Battery: #4 LDPE - Color
Bulk Rigid Plastics	Bulky Rigid Plastic Toys and Housewares	Bulk/Rigid: Plastic Toys/ Housewares: Embedded Battery: #4 LDPE - Black
Bulk Rigid Plastics	Bulky Rigid Plastic Toys and Housewares	Bulk/Rigid: Plastic Toys/ Housewares: Embedded Battery: #5 PP - Color
Bulk Rigid Plastics	Bulky Rigid Plastic Toys and Housewares	Bulk/Rigid: Plastic Toys/ Housewares: Embedded Battery: #5 PP - Black
Bulk Rigid Plastics	Bulky Rigid Plastic Toys and Housewares	Bulk/Rigid: Plastic Toys/ Housewares: Embedded Battery: Other Plastic - Color
Bulk Rigid Plastics	Bulky Rigid Plastic Toys and Housewares	Bulk/Rigid: Plastic Toys/ Housewares: Embedded Battery: Other Plastic - Black
Bulk Rigid Plastics	Bulky Rigid Plastic Toys and Housewares	Bulk/Rigid: Plastic Toys/ Housewares: Removable Battery: #2 HDPE Pigmented - Color
Bulk Rigid Plastics	Bulky Rigid Plastic Toys and Housewares	Bulk/Rigid: Plastic Toys/ Housewares: Removable Battery: #2 HDPE Pigmented - Black
Bulk Rigid Plastics	Bulky Rigid Plastic Toys and Housewares	Bulk/Rigid: Plastic Toys/ Housewares: Removable Battery: #4 LDPE - Color
Bulk Rigid Plastics	Bulky Rigid Plastic Toys and Housewares	Bulk/Rigid: Plastic Toys/ Housewares: Removable Battery: #4 LDPE - Black
Bulk Rigid Plastics	Bulky Rigid Plastic Toys and Housewares	Bulk/Rigid: Plastic Toys/ Housewares: Removable Battery: #5 PP - Color
Bulk Rigid Plastics	Bulky Rigid Plastic Toys and Housewares	Bulk/Rigid: Plastic Toys/ Housewares: Removable Battery: #5 PP - Black
Bulk Rigid Plastics	Bulky Rigid Plastic Toys and Housewares	Bulk/Rigid: Plastic Toys/ Housewares: Removable Battery: Other Plastic - Color
Bulk Rigid Plastics	Bulky Rigid Plastic Toys and Housewares	Bulk/Rigid: Plastic Toys/ Housewares: Removable Battery: Other Plastic - Black
Bulk Rigid Plastics	Bulky Rigid Plastic Toys and Housewares	Bulk/Rigid: Plastic Toys/ Housewares:No Battery: #2 HDPE Pigmented - Color
Bulk Rigid Plastics	Bulky Rigid Plastic Toys and Housewares	Bulk/Rigid: Plastic Toys/ Housewares: No Battery: #2 HDPE Pigmented - Black
Bulk Rigid Plastics	Bulky Rigid Plastic Toys and Housewares	Bulk/Rigid: Plastic Toys/ Housewares: No Battery: #4 LDPE - Color
Bulk Rigid Plastics	Bulky Rigid Plastic Toys and Housewares	Bulk/Rigid: Plastic Toys/ Housewares: No Battery: #4 LDPE - Black
Bulk Rigid Plastics	Bulky Rigid Plastic Toys and Housewares	Bulk/Rigid: Plastic Toys/ Housewares: No Battery: #5 PP - Color
Bulk Rigid Plastics	Bulky Rigid Plastic Toys and Housewares	Bulk/Rigid: Plastic Toys/ Housewares: No Battery: #5 PP - Black
Bulk Rigid Plastics	Bulky Rigid Plastic Toys and Housewares	Bulk/Rigid: Plastic Toys/ Housewares: No Battery: Other Plastic - Color
Bulk Rigid Plastics	Bulky Rigid Plastic Toys and Housewares	Bulk/Rigid: Plastic Toys/ Housewares: No Battery: Other Plastic - Black
Bulk Rigid Plastics	Other Bulky Rigid Plastics	Bulk/Rigid: Other Durable: Embedded Battery: #2 HDPE Pigmented - Color
Bulk Rigid Plastics	Other Bulky Rigid Plastics	Bulk/Rigid: Other Durable: Embedded Battery: #2 HDPE Pigmented - Black
Bulk Rigid Plastics	Other Bulky Rigid Plastics	Bulk/Rigid: Other Durable: Embedded Battery: #4 LDPE - Color
Bulk Rigid Plastics	Other Bulky Rigid Plastics	Bulk/Rigid: Other Durable: Embedded Battery: #4 LDPE - Black
Bulk Rigid Plastics	Other Bulky Rigid Plastics	Bulk/Rigid: Other Durable: Embedded Battery: #5 PP - Color
Bulk Rigid Plastics	Other Bulky Rigid Plastics	Bulk/Rigid: Other Durable: Embedded Battery: #5 PP - Black
Bulk Rigid Plastics	Other Bulky Rigid Plastics	Bulk/Rigid: Other Durable: Embedded Battery: Other Plastic - Color
Bulk Rigid Plastics	Other Bulky Rigid Plastics	Bulk/Rigid: Other Durable: Embedded Battery: Other Plastic - Black
Bulk Rigid Plastics	Other Bulky Rigid Plastics	Bulk/Rigid: Other Durable: Removable Battery: #2 HDPE Pigmented - Color
Bulk Rigid Plastics	Other Bulky Rigid Plastics	Bulk/Rigid: Other Durable: Removable Battery: #2 HDPE Pigmented - Black
Bulk Rigid Plastics	Other Bulky Rigid Plastics	Bulk/Rigid: Other Durable: Removable Battery: #4 LDPE - Color
Bulk Rigid Plastics	Other Bulky Rigid Plastics	Bulk/Rigid: Other Durable: Removable Battery: #4 LDPE - Black
Bulk Rigid Plastics	Other Bulky Rigid Plastics	Bulk/Rigid: Other Durable: Removable Battery: #5 PP - Color
Bulk Rigid Plastics	Other Bulky Rigid Plastics	Bulk/Rigid: Other Durable: Removable Battery: #5 PP - Black
Bulk Rigid Plastics	Other Bulky Rigid Plastics	Bulk/Rigid: Other Durable: Removable Battery: Other Plastic - Color
Bulk Rigid Plastics	Other Bulky Rigid Plastics	Bulk/Rigid: Other Durable: Removable Battery: Other Plastic - Black
Bulk Rigid Plastics	Other Bulky Rigid Plastics	Bulk/Rigid: Other Durable: No Battery: #2 HDPE Pigmented - Color
Bulk Rigid Plastics	Other Bulky Rigid Plastics	Bulk/Rigid: Other Durable: No Battery: #2 HDPE Pigmented - Black
Bulk Rigid Plastics	Other Bulky Rigid Plastics	Bulk/Rigid: Other Durable:No Battery: #4 LDPE - Color
Bulk Rigid Plastics	Other Bulky Rigid Plastics	Bulk/Rigid: Other Durable: No Battery: #4 LDPE - Black
Bulk Rigid Plastics	Other Bulky Rigid Plastics	Bulk/Rigid: Other Durable: No Battery: #5 PP - Color
Bulk Rigid Plastics	Other Bulky Rigid Plastics	Bulk/Rigid: Other Durable: No Battery: #5 PP - Black
Bulk Rigid Plastics	Other Bulky Rigid Plastics	Bulk/Rigid: Other Durable: No Battery: Other Plastic - Color
Bulk Rigid Plastics	Other Bulky Rigid Plastics	Bulk/Rigid: Other Durable: No Battery: Other Plastic - Black
Container Glass	Clear Container Glass	Clear Container Glass: Non-Alcoholic Beverages: Water, Carbonated - no sugar, flavorings
Container Glass	Clear Container Glass	Clear Container Glass: Non-Alcoholic Beverages: Water, Non-carbonated - no sugar, flavorings
Container Glass	Clear Container Glass	Clear Container Glass: Non-Alcoholic Beverages: Water, Non-carbonated - w/sugar
Container Glass	Clear Container Glass	Clear Container Glass: Non-Alcoholic Beverages: Carbonated, Except Water
Container Glass	Clear Container Glass	Clear Container Glass: Non-Alcoholic Beverages: Beverages Except Water, Non-carbonated
Container Glass	Clear Container Glass	Clear Container Glass: Alcoholic Beverages: Beer/Malt Beverages
Container Glass	Clear Container Glass	Clear Container Glass: Alcoholic Beverages: Wine Products
Container Glass	Clear Container Glass	Clear Container Glass: Alcoholic Beverages: Wine
Container Glass	Clear Container Glass	Clear Container Glass: Alcoholic Beverages: Liquors
Container Glass	Clear Container Glass	Clear Container Glass: Alcoholic Beverages: Hard Ciders
Container Glass	Clear Container Glass	Clear Container Glass: Nutritional Beverages: 100% Juice/ Vegetable
Container Glass	Clear Container Glass	Clear Container Glass: Nutritional Beverages: Milk Products

Container Glass	Clear Container Glass	Clear Container Glass: Nutritional Beverages: Non-Dairy Milk Products
Container Glass	Clear Container Glass	Clear Container Glass: Large Format: > 1 Gallon
Container Glass	Clear Container Glass	Clear Container Glass: Food
Container Glass	Clear Container Glass	Clear Container Glass: Non-Food
Container Glass	Clear Container Glass	Clear Container Glass: Indistinguishable
Container Glass	Green Container Glass	Green Container Glass: Non-Alcoholic Beverages: Water, Carbonated - no sugar, flavorings
Container Glass	Green Container Glass	Green Container Glass: Non-Alcoholic Beverages: Water, Non-carbonated - no sugar, flavorings
Container Glass	Green Container Glass	Green Container Glass: Non-Alcoholic Beverages: Water, Non-carbonated - w/sugar
Container Glass	Green Container Glass	Green Container Glass: Non-Alcoholic Beverages: Carbonated, Except Water
Container Glass	Green Container Glass	Green Container Glass: Non-Alcoholic Beverages: Beverages Except Water, Non-carbonated
Container Glass	Green Container Glass	Green Container Glass: Alcoholic Beverages: Beer/Malt Beverages
Container Glass	Green Container Glass	Green Container Glass: Alcoholic Beverages: Wine Products
Container Glass	Green Container Glass	Green Container Glass: Alcoholic Beverages: Wine
Container Glass	Green Container Glass	Green Container Glass: Alcoholic Beverages: Liquors
Container Glass	Green Container Glass	Green Container Glass: Alcoholic Beverages: Hard Ciders
Container Glass	Green Container Glass	Green Container Glass: Nutritional Beverages: 100% Juice/ Vegetable
Container Glass	Green Container Glass	Green Container Glass: Nutritional Beverages: Milk Products
Container Glass	Green Container Glass	Green Container Glass: Nutritional Beverages: Non-Dairy Milk Products
Container Glass	Green Container Glass	Green Container Glass: Large Format: > 1 Gallon
Container Glass	Green Container Glass	Green Container Glass: Food
Container Glass	Green Container Glass	Green Container Glass: Non-Food
Container Glass	Green Container Glass	Green Container Glass: Indistinguishable
Container Glass	Brown Container Glass	Brown Container Glass: Non-Alcoholic Beverages: Water, Carbonated - no sugar, flavorings
Container Glass	Brown Container Glass	Brown Container Glass: Non-Alcoholic Beverages: Water, Non-carbonated - no sugar, flavorings
Container Glass	Brown Container Glass	Brown Container Glass: Non-Alcoholic Beverages: Water, Non-carbonated - w/sugar
Container Glass	Brown Container Glass	Brown Container Glass: Non-Alcoholic Beverages: Carbonated, Except Water
Container Glass	Brown Container Glass	Brown Container Glass: Non-Alcoholic Beverages: Beverages Except Water, Non-carbonated
Container Glass	Brown Container Glass	Brown Container Glass: Alcoholic Beverages: Beer/Malt Beverages
Container Glass	Brown Container Glass	Brown Container Glass: Alcoholic Beverages: Wine Products
Container Glass	Brown Container Glass	Brown Container Glass: Alcoholic Beverages: Wine
Container Glass	Brown Container Glass	Brown Container Glass: Alcoholic Beverages: Liquors
Container Glass	Brown Container Glass	Brown Container Glass: Alcoholic Beverages: Hard Ciders
Container Glass	Brown Container Glass	Brown Container Glass: Nutritional Beverages: 100% Juice/ Vegetable
Container Glass	Brown Container Glass	Brown Container Glass: Nutritional Beverages: Milk Products
Container Glass	Brown Container Glass	Brown Container Glass: Nutritional Beverages: Non-Dairy Milk Products
Container Glass	Brown Container Glass	Brown Container Glass: Large Format: > 1 Gallon
Container Glass	Brown Container Glass	Brown Container Glass: Food
Container Glass	Brown Container Glass	Brown Container Glass: Non-Food
Container Glass	Brown Container Glass	Brown Container Glass: Indistinguishable
Container Glass	Other Color Container Glass	Other Color Container Glass: Non-Alcoholic Beverages: Water, Carbonated - no sugar, flavorings
Container Glass	Other Color Container Glass	Other Color Container Glass: Non-Alcoholic Beverages: Water, Non-carbonated - no sugar, flavorings
Container Glass	Other Color Container Glass	Other Color Container Glass: Non-Alcoholic Beverages: Water, Non-carbonated - w/sugar
Container Glass	Other Color Container Glass	Other Color Container Glass: Non-Alcoholic Beverages: Carbonated, Except Water
Container Glass	Other Color Container Glass	Other Color Container Glass: Non-Alcoholic Beverages: Beverages Except Water, Non-carbonated
Container Glass	Other Color Container Glass	Other Color Container Glass: Alcoholic Beverages: Beer/Malt Beverages
Container Glass	Other Color Container Glass	Other Color Container Glass: Alcoholic Beverages: Wine Products
Container Glass	Other Color Container Glass	Other Color Container Glass: Alcoholic Beverages: Wine
Container Glass	Other Color Container Glass	Other Color Container Glass: Alcoholic Beverages: Liquors
Container Glass	Other Color Container Glass	Other Color Container Glass: Alcoholic Beverages: Hard Ciders
Container Glass	Other Color Container Glass	Other Color Container Glass: Nutritional Beverages: 100% Juice/ Vegetable
Container Glass	Other Color Container Glass	Other Color Container Glass: Nutritional Beverages: Milk Products
Container Glass	Other Color Container Glass	Other Color Container Glass: Nutritional Beverages: Non-Dairy Milk Products
Container Glass	Other Color Container Glass	Other Color Container Glass: Large Format: > 1 Gallon
Container Glass	Other Color Container Glass	Other Color Container Glass: Food
Container Glass	Other Color Container Glass	Other Color Container Glass: Non-Food
Container Glass	Other Color Container Glass	Other Color Container Glass: Indistinguishable
Other Glass	Mixed Cullet	Mixed Cullet
Other Glass	Other Glass	Other Glass
Metal	Aluminum Cans & Bottles	Aluminum Cans & Bottles: Non-Alcoholic Beverages: Water, Carbonated - no sugar, flavorings
Metal	Aluminum Cans & Bottles	Aluminum Cans & Bottles: Non-Alcoholic Beverages: Water, Non-carbonated - no sugar, flavorings
Metal	Aluminum Cans & Bottles	Aluminum Cans & Bottles: Non-Alcoholic Beverages: Water, Non-carbonated - w/sugar
Metal	Aluminum Cans & Bottles	Aluminum Cans & Bottles: Non-Alcoholic Beverages: Carbonated, Except Water
Metal	Aluminum Cans & Bottles	Aluminum Cans & Bottles: Non-Alcoholic Beverages: Beverages Except Water, Non-carbonated
Metal	Aluminum Cans & Bottles	Aluminum Cans & Bottles: Alcoholic Beverages: Beer/Malt Beverages
Metal	Aluminum Cans & Bottles	Aluminum Cans & Bottles: Alcoholic Beverages: Wine Products
Metal	Aluminum Cans & Bottles	Aluminum Cans & Bottles: Alcoholic Beverages: Wine
Metal	Aluminum Cans & Bottles	Aluminum Cans & Bottles: Alcoholic Beverages: Liquors
Metal	Aluminum Cans & Bottles	Aluminum Cans & Bottles: Alcoholic Beverages: Hard Ciders
Metal	Aluminum Cans & Bottles	Aluminum Cans & Bottles: Nutritional Beverages: 100% Juice/ Vegetable
Metal	Aluminum Cans & Bottles	Aluminum Cans & Bottles: Nutritional Beverages: Milk Products
Metal	Aluminum Cans & Bottles	Aluminum Cans & Bottles: Nutritional Beverages: Non-Dairy Milk Products
Metal	Aluminum Cans & Bottles	Aluminum Cans & Bottles: Large Format: > 1 Gallon
Metal	Aluminum Cans & Bottles	Aluminum Cans & Bottles: Food
Metal	Aluminum Cans & Bottles	Aluminum Cans & Bottles: Non-Food
Metal	Aluminum Cans & Bottles	Aluminum Cans & Bottles: Indistinguishable
Metal	Aluminum Foil/Containers	Aluminum Foil/Containers
Metal	Other Aluminum	Other Aluminum
Metal	Other Non-Ferrous	Other Non-Ferrous
Metal	Steel/Tin Food Cans	Steel/Tin Food Cans: Non-Alcoholic Beverages: Water, Carbonated - no sugar, flavorings
Metal	Steel/Tin Food Cans	Steel/Tin Food Cans: Non-Alcoholic Beverages: Water, Non-carbonated - no sugar, flavorings
Metal	Steel/Tin Food Cans	Steel/Tin Food Cans: Non-Alcoholic Beverages: Water, Non-carbonated - w/sugar
Metal	Steel/Tin Food Cans	Steel/Tin Food Cans: Non-Alcoholic Beverages: Carbonated, Except Water
Metal	Steel/Tin Food Cans	Steel/Tin Food Cans: Non-Alcoholic Beverages: Beverages Except Water, Non-carbonated
Metal	Steel/Tin Food Cans	Steel/Tin Food Cans: Alcoholic Beverages: Beer/Malt Beverages
Metal	Steel/Tin Food Cans	Steel/Tin Food Cans: Alcoholic Beverages: Wine Products
Metal	Steel/Tin Food Cans	Steel/Tin Food Cans: Alcoholic Beverages: Wine
Metal	Steel/Tin Food Cans	Steel/Tin Food Cans: Alcoholic Beverages: Liquors
Metal	Steel/Tin Food Cans	Steel/Tin Food Cans: Alcoholic Beverages: Hard Ciders
Metal	Steel/Tin Food Cans	Steel/Tin Food Cans: Nutritional Beverages: 100% Juice/ Vegetable
Metal	Steel/Tin Food Cans	Steel/Tin Food Cans: Nutritional Beverages: Milk Products
Metal	Steel/Tin Food Cans	Steel/Tin Food Cans: Nutritional Beverages: Non-Dairy Milk Products
Metal	Steel/Tin Food Cans	Steel/Tin Food Cans: Large Format: > 1 Gallon
Metal	Steel/Tin Food Cans	Steel/Tin Food Cans: Food
Metal	Steel/Tin Food Cans	Steel/Tin Food Cans: Non-Food

Metal	Steel/Tin Food Cans	Steel/Tin Food Cans: Indistinguishable
Metal	Empty Aerosol Cans	Empty Aerosol Cans
Metal	Other Ferrous	Other Ferrous
Metal	Mixed Metals	Mixed Metals
Metal	Ferrous Appliances	Appliances: Predominantly Ferrous: Embedded Battery
Metal	Ferrous Appliances	Appliances: Predominantly Ferrous: Removable Battery
Metal	Ferrous Appliances	Appliances: Predominantly Ferrous: No Battery
Metal	Non-Ferrous Appliances	Appliances: Predominantly Non-Ferrous: Embedded Battery
Metal	Non-Ferrous Appliances	Appliances: Predominantly Non-Ferrous: Removable Battery
Metal	Non-Ferrous Appliances	Appliances: Predominantly Non-Ferrous: No Battery
Textiles	Clothing and Apparel	Clothing and Apparel
Textiles	Footwear and Accessories	Footwear and Accessories
Textiles	Household Textiles	Household Textiles
Textiles	Woven Reusable Bags	Woven Reusable Bags
Textiles	Other Textiles	Other Textiles
Yard Waste	Yard Waste	Yard Waste
Food Waste	Loose Food Waste	Loose Food Waste
Food Waste	Food in Intact Packaging	Food in Intact Packaging
Food Waste	Food in Opened Packaging	Food in Opened Packaging
Food Waste	Liquids	Liquids
Wood	Non-C&D Wood	Non-C&D Wood
Wood	Wood Furniture	Wood Furniture
Carpet	Broadloom Carpet	Broadloom Carpet
Carpet	Tile Carpet	Tile Carpet
Carpet	Synthetic Turf	Synthetic Turf
Carpet	Other Carpet	Other Carpet
Ceramics	Ceramic Packaging	Ceramic Packaging
Ceramics	Other Ceramics	Other Ceramics
Electronics	Audio/Visual Equipment (Covered by NYS E-Waste Law)	Audio/Visual Equipment (TV Peripherals - Covered): Computers: Embedded Battery
Electronics	Audio/Visual Equipment (Covered by NYS E-Waste Law)	Audio/Visual Equipment (TV Peripherals - Covered): Computers: Removable Battery
Electronics	Audio/Visual Equipment (Covered by NYS E-Waste Law)	Audio/Visual Equipment (TV Peripherals - Covered): Computers: No Battery
Electronics	Audio/Visual Equipment (Covered by NYS E-Waste Law)	Audio/Visual Equipment (TV Peripherals - Covered): Computer Peripherals: Embedded Battery
Electronics	Audio/Visual Equipment (Covered by NYS E-Waste Law)	Audio/Visual Equipment (TV Peripherals - Covered): Computer Peripherals: Removable Battery
Electronics	Audio/Visual Equipment (Covered by NYS E-Waste Law)	Audio/Visual Equipment (TV Peripherals - Covered): Computer Peripherals: No Battery
Electronics	Audio/Visual Equipment (Covered by NYS E-Waste Law)	Audio/Visual Equipment (TV Peripherals - Covered): Small electronic equipment: Embedded Battery
Electronics	Audio/Visual Equipment (Covered by NYS E-Waste Law)	Audio/Visual Equipment (TV Peripherals - Covered): Small electronic equipment: Removable Battery
Electronics	Audio/Visual Equipment (Covered by NYS E-Waste Law)	Audio/Visual Equipment (TV Peripherals - Covered): Small electronic equipment: No Battery
Electronics	Audio/Visual Equipment (Covered by NYS E-Waste Law)	Audio/Visual Equipment (TV Peripherals - Covered): Visual Display Devices: Embedded Battery
Electronics	Audio/Visual Equipment (Covered by NYS E-Waste Law)	Audio/Visual Equipment (TV Peripherals - Covered): Visual Display Devices: Removable Battery
Electronics	Audio/Visual Equipment (Not Covered by NYS E-Waste Law)	Audio/Visual Equipment (TV Peripherals - Covered): Visual Display Devices: No Battery
Electronics	Audio/Visual Equipment (Not Covered by NYS E-Waste Law)	Audio/Visual Equipment (Non-Covered): Electronics Cables/Charger: Embedded Battery
Electronics	Audio/Visual Equipment (Not Covered by NYS E-Waste Law)	Audio/Visual Equipment (Non-Covered): Electronics Cables/Charger: Removable Battery
Electronics	Audio/Visual Equipment (Not Covered by NYS E-Waste Law)	Audio/Visual Equipment (Non-Covered): Electronics Cables/Charger: No Battery
Electronics	Audio/Visual Equipment (Not Covered by NYS E-Waste Law)	Audio/Visual Equipment (Non-Covered): Other Electronics: Embedded Battery
Electronics	Audio/Visual Equipment (Not Covered by NYS E-Waste Law)	Audio/Visual Equipment (Non-Covered): Other Electronics: Removable Battery
Electronics	Audio/Visual Equipment (Not Covered by NYS E-Waste Law)	Audio/Visual Equipment (Non-Covered): Other Electronics: No Battery
Electronics	Computer Monitors	Computer Monitors
Electronics	Televisions	Televisions
Electronics	Other Computer Equipment	Other Computer Equipment: Embedded Battery
Electronics	Other Computer Equipment	Other Computer Equipment: Removable Battery
Electronics	Other Computer Equipment	Other Computer Equipment: No Battery
C&D	Untreated Dimension Lumber, Pallets, Crates	Untreated Dimension Lumber, Pallets, Crates
C&D	Treated/Contaminated/ Composite Wood	Treated/Contaminated/ Composite Wood
C&D	Asphalt Shingles	Asphalt Shingles
C&D	Other C&D Debris Not Elsewhere Classified	Other C&D Debris Not Elsewhere Classified
Mattresses	Foam Mattresses	Foam Mattresses
Mattresses	Spring Mattresses	Spring Mattresses
Mattresses	Box Springs	Box Springs
HHW	Oil Filters	Oil Filters
HHW	Antifreeze	Antifreeze
HHW	Wet-Cell Batteries	Wet-Cell Batteries
HHW	E-Mobility Batteries	E-Mobility Batteries
HHW	Vape Pens	Vape Pens
HHW	Rechargeable Batteries	Rechargeable Batteries
HHW	Other Dry-Cell Batteries	Other Dry-Cell Batteries
HHW	Water-Based Adhesives/Glues	Water-Based Adhesives/Glues
HHW	Latex Paint	Latex Paint
HHW	Oil-Based Paint/Solvent	Oil-Based Paint/Solvent
HHW	Fluorescent Tubes/CFLs	Fluorescent Tubes/CFLs
HHW	Mercury-Laden Wastes	Mercury-Laden Wastes
HHW	Full or Partially Full Gas Cylinders and Fire Extinguishers	Full or Partially Full Gas Cylinders and Fire Extinguishers
Metal	Valve-removed Gas Cylinders and Fire Extinguishers	Valve-removed Gas Cylinders and Fire Extinguishers
HHW	Home Medical Products	Home Medical Products
HHW	Pharmaceuticals	Pharmaceuticals
HHW	Other Potentially Harmful Wastes	Other Potentially Harmful Wastes
HHW	Other Potentially Harmful Wastes	Solar Panels
HHW	Pesticides/Herbicides/Rodenticides	Pesticides/Herbicides/Rodenticides
Other	Other Non-recyclable Plastics and Rubber	Other Non-recyclable Plastics and Rubber
Other	Upholstered Furniture	Upholstered Furniture
Other	Disposable Diapers & Sanitary Products	Disposable Diapers & Sanitary Products
Other	Animal By-Products	Animal By-Products
Other	Fines	Fines
Other	Other Miscellaneous Organic and Inorganic Materials	Other Miscellaneous Organic and Inorganic Materials