NEW YORK STATE OF OPPORTUNITY. | Office of General Services

**ANDREW M. CUOMO**
Governor

**ROANN M. DESTITO**
Commissioner

June 22, 2016

Mr. Michael Halpern
Westbury Paper Stock Corp.
173 School St
Westbury, NY 11590

RE: Group 79013, Award 22760-SW Recycling & Trash Removal Services

Dear Mr. Michael Halpern

Please be advised, The Office of General Services will be changing your Master Contract Number from PS21740, to PS917AA.
This change is necessary to accommodate all NYS Contract Users' ability to enter their assigned mini-bid contract number in the Statewide Financial System (SFS).

**CONTRACTOR** (To be completed by Authorized Signatory)

Signature: _____

Printed Name: Michael Halpern

Title: GM.

Company Name: Westbury Paper Stock Corp

Federal ID: 11-2040384.

NYS Vendor ID 10000 11471

Date: 6/22/16

**THE PEOPLE OF THE STATE OF NEW YORK**

Signature: Todd Gardner

Printed Name: TODD GARDNER

Title: CMS 3

Office of General Services

Date: 7/13/2016

NEW YORK STATE OF OPPORTUNITY. | Office of General Services | Procurement Services

**New York State Contract #** **PS21740**

*(for State use only)*

# CENTRALIZED CONTRACT FOR

# RECYCLING AND TRASH REMOVAL SERVICES

# BETWEEN

# THE NEW YORK STATE OFFICE OF GENERAL SERVICES

# AND

# WESTBURY PAPER STOCK CORP.

**THIS AGREEMENT** (hereinafter the "Contract," "Centralized Contract," "Master Contract" or the "Agreement") is made by and between the People of the State of New York, acting by and through the Commissioner of General Services, whose office is on the 41st Floor, Corning Tower Building, Governor Nelson A. Rockefeller Empire State Plaza, Albany, New York 12242 (hereinafter referred to as the "State" or the Office of General Services ("OGS")) and Westbury Paper Stock Corp., having its principal place of business at 173 School Street, Westbury, NY 11590 (hereinafter referred to as the "Contractor"). OGS and the Contractor are collectively referred to as the "Parties."

**WHEREAS**, OGS is statutorily authorized to enter into Centralized Contracts for services for use by Authorized Users; and

**WHEREAS,** OGS has identified a need by Authorized Users for Recycling and Trash Removal Services, as further described herein; and

**WHEREAS**, OGS provided notification of availability of a multi-award competitive periodic recruitment Request for Proposals (RFP) for vendors that provide Recycling and Trash Removal Services by placing a notice in the October 24, 2014 edition of the New York State Contract Reporter; and

**WHEREAS** the RFP was structured with 17 separate lots, dependent upon the nature of the services provided, and 63 separate geographic regions; and

**WHEREAS**, this Centralized Contract sets forth a two-step process for each transaction. The first step is the establishment of the Centralized Contract, through a competitive periodic recruitment process. The second step is also competitive, and is based on the development of a specific Project Definition by an Authorized User in accordance with the Centralized Contract terms. The Project Definition will then be distributed to Contractors based on specific regions, via the Mini-Bid process, with award being made based on lowest price. The Mini-Bid award will result in a Mini-Bid Contract; and

**WHEREAS**, OGS has determined that the Contractor submitted a best-value responsive proposal for the Lot(s) and Region(s) awarded, that the Contractor is a responsible vendor, and that the Contractor is willing to provide the Recycling and Trash Removal Services identified in Attachment 1, *Summary of Lots and Regions Awarded*, under the terms and conditions contained herein;

**NOW THEREFORE,** in consideration of the terms hereinafter mentioned and also the mutual covenants and obligations moving to each party hereto from the other, the Parties hereby agree as follows:

(continued)

TABLE OF CONTENTS

**SECTION 1: INTRODUCTION** **6**
**1.1 SCOPE** ....6
**1.2 ESTIMATED QUANTITIES** ....6
**1.3 DEFINITIONS** ....6
**SECTION 2: SPECIFICATIONS** **10**
**2.1 GENERAL REQUIREMENTS** ....10
**2.2 SECURITY REQUIREMENTS** ....10
**2.3 BACKGROUND CHECKS** ....10
**2.4 REQUIREMENTS FOR BINS** ....12
**2.5 REQUIREMENTS FOR DUMPSTERS** ....12
**2.6 REQUIREMENTS FOR COMPACTORS** ....12
**2.7 REQUIREMENTS FOR ROLL-OFF CONTAINERS** ....12
**2.8 ON-SITE WORK** ....12
**2.9 OSHA TRAINING REQUIREMENTS** ....12
**2.10 NEW YORK STATE TOXIC SUBSTANCE ACT** ....12
**2.11 TRAINING AND EDUCATIONAL OUTREACH** ....13
**2.12 WASTE COMPOSITION ANALYSIS** ....13
**2.13 JOB MEETINGS** ....13
**2.14 SUPPLY, MAINTENANCE AND REPAIR OF CONTAINERS** ....14
**2.15 EQUIPMENT OWNERSHIP** ....14
**2.16 ELECTRICAL CONNECTIONS** ....14
**2.17 LABELING REQUIREMENTS** ....14
**2.18 ADDITIONAL PICKUPS** ....14
**2.19 EXAMINATION OF CONTRACT DOCUMENTS** ....14
**2.20 RECYCLING AND TRASH REMOVAL SERVICES** ....15
**2.20.1 TRASH REMOVAL SERVICES** ....15
**2.20.2 RECYCLING SERVICES** ....15
**2.21 RECYCLING LOTS THAT CONTAIN A REVENUE SHARING COMPONENT** ....18
**2.22 PRICING** ....18
**2.23 DOCUMENTATION OF MATERIAL WEIGHTS AND DISPOSAL/RECYCLING LOCATIONS** ....21
**2.24 REGIONS** ....21
**SECTION 3: GENERAL TERMS AND CONDITIONS** **22**
**3.1 CONTRACT PERIOD** ....22
**3.2 SHORT TERM EXTENSION** ....22
**3.3 PRICE ADJUSTMENTS** ....22
**3.4 LIQUIDATED DAMAGES** ....23
**3.5 PREVAILING WAGE RATE - PUBLIC WORKS AND BUILDING SERVICES CONTRACTS** ....24
**3.6 PERIODIC RECRUITMENT** ....24

(continued)

**3.7 REPORTING REQUIREMENTS** ....24
**3.8 NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS** ....24
**3.9 NEW YORK STATE STATEWIDE FINANCIAL SYSTEM** ....24
**3.10 PERFOMANCE/BID BONDS** ....25
**3.12 APPENDIX A** ....25
**3.13 APPENDIX B** ....25
**3.14 NEW YORK STATE VENDOR RESPONSIBILITY** ....25
**3.15 TAX LAW §5-A** ....25
**3.16 CONTRACTOR REQUIREMENTS AND PROCEDURES FOR EQUAL EMPLOYMENT AND BUSINESS PARTICIPATION OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES** ....26
**3.17 CENTRALIZED CONTRACT MODIFICATION PROCESS** ....27
**3.18 OVERLAPPING CONTRACT ITEMS** ....28
**3.19 CONFLICT OF TERMS** ....28
**3.20 INSURANCE REQUIREMENTS** ....28
**3.21 USE OF SUBCONTRACTORS** ....28
**3.22 PREFERRED SOURCE PRODUCTS** ....28
**3.23 DIESEL EMISSIONS REDUCTION ACT** ....28
**3.24 SURPLUS/TAKE BACK/RECYCLING** ....29
**3.25 ENVIRONMENTAL ATTRIBUTES AND NEW YORK STATE EXECUTIVE ORDER NO 4** ....29
**3.26 DRUG AND ALCOHOL USE PROHIBITED** ....29
**3.27 TRAFFIC INFRACTIONS** ....29

**SECTION 4: PROCUREMENT INSTRUCTIONS** ....30
**4.1 PROCUREMENTS UNDER DISCRETIONARY THRESHOLDS** ....30
**4.2 PROCUREMENTS ABOVE DISCRETIONARY THRESHOLDS** ....30
**4.3 MINI-BID CONTRACT NUMBER** ....31
**4.4 METHOD OF PAYMENT** ....31
**4.5 M/WBE UTILIZATION GOAL REQUIREMENTS IN THE MINI-BID** ....31
**4.6 NOTICES** ....31
**4.7 CAPTIONS** ....31
**4.8 SEVERAEBILITY** ....32
**4.9 COUNTERPARTS** ....32
**4.10 ENTIRE AGREEMENT** ....32

**CONTRACT SIGNATURE PAGE** **33**

(continued)

**APPENDIX A (Standard Clauses for New York State Contracts)**

**APPENDIX B (Office of General Services General Specifications)**

**APPENDIX C (Contract Modification Procedures)**

**Attachments**

1. **Summary of Lots and Regions Awarded**
2. **Certification of Tipping and/or Recyclable Processing Fees**
3. **Insurance Requirements**
4. **Project Definition Template**

(continued)

# SECTION 1: INTRODUCTION

## 1.1 SCOPE

This Master Contract is executed by the New York State Office of General Services (OGS), a New York State (NYS) agency authorized by law to issue Centralized Contracts for use by NYS Agencies and other Authorized Users.

This Contract is a Centralized Contract to provide Recycling and Trash Removal Services to NYS Authorized Users, by Lot and Region. Further information regarding Lots, Regions, and Pricing can be found in the following sections: Sections 2.20, *Recycling and Trash Removal Services*, 2.24, *Regions*, and 2.22, *Pricing*. The specific Lots and Regions awarded to Contractor may be found in Attachment 1 – *Summary of Lots and Regions Awarded*

This Centralized Contract establishes a set of standardized terms and conditions, guidelines, and a template for the award of Recycling and Trash Removal Services, at the Authorized User transactional level, through a Mini-Bid process. The Contractor agrees to the terms and conditions set forth in this Centralized Contract and the Contractor is willing to provide such services as set forth herein to Authorized Users.

This Centralized Contract sets forth a two-step process for each transaction. The first step was the establishment of this Master Contract. The second step will be competitive, based on the development of a specific Project Definition by an Authorized User in accordance with the contractual terms. Recycling and Trash Removal needs will be identified by an Authorized User, and documented in a Project Definition. The Project Definition will then be distributed to Contractors based on specific Regions, via the Mini-Bid process. A Mini-Bid award shall be based on lowest price.

The Mini-Bid award will result in a Mini-Bid Contract for Recycling and Trash Removal Services between Contractor and the Authorized User. Each Mini-Bid Contract will be governed by the terms and conditions specified herein and by terms and conditions added to the Authorized User Mini-Bid.

## 1.2 ESTIMATED QUANTITIES

This Contract is an Indefinite Delivery, Indefinite Quantity (IDIQ) Contract. All quantities or dollar values listed within this Contract are estimates.

Numerous factors could cause the actual volume of sales under this Contract to vary substantially from the estimates. Such factors include, but are not limited to, the following:

- This Contract is a nonexclusive Contract;
- There is no guarantee of volume to be purchased, nor is there any guarantee that demand will continue in any manner consistent with previous purchases;
- The individual value of the Contract is indeterminate and will depend upon actual Authorized User demand, and actual quantities ordered during the Contract period; and,
- The State reserves the right to terminate any Contract for cause or convenience prior to the end of the term pursuant to the terms and conditions of the Contract.

In Procurement Services's experience, depending on the price of a particular item, the actual volume of purchases for that item could be substantially in excess of, or substantially below, estimated volumes. Specifically, if actual Contract pricing is lower than anticipated or historical pricing, actual quantities purchased could be substantially greater than the estimates; conversely, if actual Contract pricing is higher than anticipated or historical pricing, actual quantities purchased could be substantially lower than the estimates. Contractor acknowledges the foregoing and agrees that actual good faith purchasing volumes during the term of the Contract could vary substantially from any estimates provided in this Contract.

The historical dollar value of all contracts awarded under the previous award for Rubbish Removal (Group 79013, Award 18850) was approximately $4.5 million per year, but please note that this award did not contain the recycling lots included in RFP 22760.

## 1.3 DEFINITIONS

**Agency or Agencies:** The State of New York, acting by or through one or more departments, boards, commissions, offices or institutions of the State of New York.

**Authorized User's Representative:** Shall mean the authorized representative of an Authorized User that is identified as such in a Project Definition and/or in the Mini-Bid Contract.

**Bins:** Refers to small containers less than 1 cubic yard in size that includes totes, toters, gondolas, recycling bins, recycling carts or other waste containers.

(continued)

**Bulky Wastes:** Large items of solid waste including but not limited to white goods, furniture, mattresses, large auto parts, stumps, trees, branches and other oversize wastes whose large size precludes or complicates their handling by normal collection, processing or disposal methods.

**Business hours:** Shall mean Monday through Friday, between the hours of 8:00 A.M. and 5:00 P.M. EST, except New York State Holidays.

**Business day:** A State business day is defined as any calendar day, exclusive of Saturdays, Sundays, State recognized legal holidays, and such other holidays or State office closings as directed by the Governor.

**Comingled Recycling (Single Stream):** Glass, metal, paper and plastic set out in the same recycling container.

**Compostable Material:** Solid organic waste that may be decomposed under controlled conditions by micro-organisms under aerobic or anaerobic conditions which result in a stable humus-like material (e.g., food wastes or green wastes).

**Composting:** The process by which biological decomposition of organic solid waste is carried out under controlled aerobic conditions, and which stabilizes the organic fraction into a material which can easily and safely be stored, handled and used in an environmentally acceptable manner. The presence of anaerobic zones within the composting material will not cause the process to be classified as other than composting.

**Composting facility:** A solid waste management facility where solid waste is processed using composting technology. Processing may include physical turning, windrowing, aeration or other mechanical handling of organic matter.

**Construction and Demolition Debris:** Uncontaminated solid waste resulting from the construction, remodeling, repair and demolition of utilities, structures and roads; and uncontaminated solid waste resulting from land clearing. Such waste includes, but is not limited to bricks, concrete and other masonry materials, soil, rock, wood (including painted, treated and coated wood and wood products), land clearing debris, wall coverings, plaster, drywall, plumbing fixtures, non-asbestos insulation, roofing shingles and other roof coverings, asphaltic pavement, glass, plastics that are not sealed in a manner that conceals other wastes, empty buckets ten gallons or less in size and having no more than one inch of residue remaining on the bottom, electrical wiring and components containing no hazardous liquids, and pipe and metals that are incidental to any of the above.

**Corrugated Cardboard:** Un-waxed boxes or shipping containers with a ruffled inner liner.

**Disposal Facility:** A facility or part of a facility at which solid waste disposal occurs.

**Dual Stream Recycling**: Varieties of paper collected together in one recycling bin (one stream); plastic, glass and metal recyclables collected in another recycling bin (the other stream).

**Dumpsters:** A trash receptacle designed to be hoisted and emptied onto a truck.

**Facility Manager:** The Authorized User's representative who is responsible for the day to day operations of the facility(s) referenced in the Project Definition.

**Food Waste:** Uneaten food and food preparation wastes from residences, cafeterias, commercial establishments and institutional sources.

**Glass Containers:** Green, blue, brown and clear glass bottles and jars (soda-lime glass) but excluding light bulbs, Pyrex cookware, plate glass, drinking glasses, windows, windshields and ceramics.

**Green Waste:** Biodegradable waste that can be composed of plant material such as grass or flower cuttings, hedge trimmings and brush less than 1 inch in diameter.

**Haul Charge:** A fee charged by the Contractor for the pick-up of a compactor or roll-off container, disposal of the waste and return of the compactor or roll-off container.

**Landfill:** Landfill means land or a disposal facility or part of one where solid waste or its residue after treatment is intentionally placed and which is not a land application facility, surface impoundment, injection well or waste pile.

(continued)

**Local Recycling Law or Ordinance**: All municipalities in New York State have their own local law or ordinance requiring the source separation of economically feasible materials in which all entities in that community must comply.

**MWBE:** A business certified with New York State Empire State Development (ESD) as a Minority and/or Women-owned Business Enterprise.

**Master Contract:** This document, including all attachments and appendices, which constitutes the Centralized Contract between Contractor and the State of New York for Recycling and Trash Removal Services. May also be referred to simply as the Contract.

**Master Contract Unit Price:** The unit prices awarded for the Master Contract.

**May:** Denotes the permissive in a contract clause or specification. "May" does not mean "required." Also see "Shall" and "Must."

**Metal Containers:** All aluminum, steel or bi-metal beverage and food containers.

**Mini-Bid:** The competitive bidding of an Authorized User's Project Definition that results in a Mini-Bid Contract.

**Mini-Bid Contract:** The agreement between the Contractor and the Authorized User which results from the competitive bidding of an Authorized User's Mini-Bid Project Definition. A Mini-Bid Contract consists of the Master Contract, the Authorized User's Mini-Bid Project Definition and the Contractor's response to the Mini-Bid Project Definition, as accepted by the Authorized User.

**Mini-Bid Unit Price:** The unit prices awarded for a Mini-Bid Contract.

**Mixed Paper:** A variety of paper including but not limited to office paper, newsprint, magazines, junk mail and paperboard products. This excludes tissue paper, toweling, paper plates and cups, wax coated corrugated cardboard and other low-grade paper products which become unusable to paper mills as a result of normal intended use.

**Municipal Solid Waste**: Any residential or commercial solid waste consisting of everyday items discarded by the public and collected and disposed of as part of a normal municipal solid waste collection service. Municipal Solid Waste does not include hazardous waste, medical waste, combustion ash generated by resource recovery facilities or municipal incinerators or waste material from manufacturing or processing operations.

**Must**: Denotes the imperative in a contract clause or specification. "Must" is synonymous with "required." Also see "Shall" and "May".

**NYS Vendor ID:** The ten-character identifier issued by New York State when a vendor is registered in the Vendor File.

**New York State Procurement Services (PS):** The division of the New York State Office of General Services, formerly known as New York State Procurement or NYSPro, which is authorized by law to issue centralized, statewide contracts for use by Authorized Users.

**OGS:** Means the New York State Office of General Services.

**On-site:** Refers to any space owned or leased by the Authorized User or which is open to the public at which the Authorized User's business operations are conducted.

**Plastic Bottles:** All narrow neck plastic containers.

**Prevailing Wage Rate:** as part of the requirements of Article 8 (Sections 220-223) and Article 9 (Sections 230-239) of the New York State Labor Law, requires public work Contractors and subcontractors to pay laborers, workers or mechanics employed in the performance of a public work contract not less than the prevailing rate of wage and to provide supplements (fringe benefits) in accordance with prevailing practices in the locality where the work is performed. Prevailing wage requirements for this Contract are contained herein.

**Project Definition:** A specific need for trash removal and/or recycling services, which is detailed in writing by an Authorized User and used to solicit Mini-Bids from Contractors. All terms and conditions of this Contract will apply to the Project Definition.

**Recyclable or Recyclable Material:** A material that has the potential to be recycled and which is pre-sorted from solid waste and not contaminated by significant amounts of residuals.

**Recyclable Floor Price:** The minimum price that a Contractor will pay to the Authorized User for a recyclable material.

(continued)

**Recyclable Processing Fee:** A fee charged by the Contractor for recycling material at a recycler.

**Recycling**: The processing of used materials into new products in order to prevent waste of potentially useful materials, reduce the consumption of fresh raw materials, reduce energy usage, reduce air and water pollution, reduce the need for "conventional" waste disposal, and lower greenhouse gas emissions compared to virgin production and creates jobs.

**Recycling Revenue:** Revenue generated from the sale of recyclable materials.

**Rental Fee:** A fee charged by the Contractor for the rental of a compactor or roll-off container.

**Revenue Sharing Component:** A component of Contractor's pricing that consists of revenue generated from the sale of recyclables that is shared with the Authorized User.

**Revenue Sharing Percentage:** The percentage of revenue generated from the sale of recyclables that Contractor agrees to pay to an Authorized User.

**Scrap Metal:** Ferrous metals that may include, but are not limited to small appliances, lawn mowers, bicycles, metal furniture, barbecue grills, and automotive parts. For the purposes of this Contract, scrap metal does not include non-ferrous metals such as aluminum, brass, copper or stainless steel.

**Shall:** Denotes the imperative in a contract clause or specification. "Shall" is synonymous with "required." Also see "Must" and "May."

**Solid waste:** All materials or substances discarded or rejected as being spent, useless, worthless or in excess to the owners at the time of such discard or rejection, including but not limited to garbage, refuse, industrial and commercial waste, sludge from air or water control facilities, rubbish, ashes, contained gaseous material, incinerator residue, demolition and construction debris, discarded automobiles and offal but not including sewage and other highly diluted water carried materials or substances and those in gaseous form.

**State**: The State of New York.

**Suitability**: Identifiable character traits and past conduct which are reasonably sufficient to indicate whether a given individual is likely or not likely to be able to perform the requirements of a contract without undue risk to the interests of the Authorized User.

**Suitability determination:** A suitability determination is a determination that there are reasonable grounds to believe that an individual will likely be able to perform the contract requirements on-site without undue risk to the interests of the State (See Section 2.3, *Background Checks*).

**Tipping Fee:** A fee charged for the disposal of waste at a waste processing facility. Tipping fees may also be referred to as Disposal Fees, Dump Fees or Gate Fees.

**White Paper:** All high-grade white paper including, but not limited to, printed materials and copy paper.

(continued)

# SECTION 2: SPECIFICATIONS

## 2.1 GENERAL REQUIREMENTS

This is a full service contract. For the purposes of this Contract, 'full service contract' shall mean that the bidder's price includes all labor and materials required to provide the Recycling and Trash Removal Services outlined in this Contract and subsequent Project Definitions including but not necessarily limited to the supply, installation, maintenance, cleaning and servicing of the container(s) and the transport of all materials for either disposal and/or recycling; all administrative, reporting or other requirements, and all overhead costs and profit. It shall also include all travel costs, parking fees, and any other ancillary fees and costs including permits, licenses, insurance, etc.

The Contractor is responsible for meeting all licensing and/or permitting requirements within the region that it is operating in. Failure to comply with all licensing and permitting requirements will result in rejection of the Contractor's Mini-Bids for Project Definitions and the region will be removed from the Master Contract and may result in a finding of non-responsibility for the Contractor.

The Authorized User is responsible for providing an adequate base for the placement of equipment and designating any electrical requirements, special restrictions or security requirements in the Project Definition.

This Contract does not permit the Contractor to provide services of abatement, removal, repair, replacement, enclosure, encapsulation and/or disposal of any petroleum, petroleum product, hazardous material or substances or any bio-med waste (red bag waste). Should Contractor discover any such materials in the products to be disposed of or recycled, the Contractor shall notify the Authorized User immediately, provide them with the location of the waste and the time it was discovered, and the Authorized User shall arrange for the waste to be properly disposed of.

## 2.2 SECURITY REQUIREMENTS

Authorized Users may have ongoing and/or periodic delivery and/or security restrictions that may affect service, particularly at correctional facilities. In addition, Contractor may be required to obtain security badges from the Authorized User for its employees.

Authorized Users shall identify all such restrictions and requirements in the Project Definition, and Contractors are responsible for meeting all security requirements and shall take these restrictions into account when bidding on specific projects. All costs for meeting security requirements shall be included in the prices bid.

## 2.3 BACKGROUND CHECKS

The Requirements of this section shall apply to the Contractor for all Mini-Bid Contracts who will be performing on-site work for the Authorized User unless otherwise specified in the Project Definition.

**Applicability:**

(1) Contractors shall perform background checks and make suitability determinations on the Contractor's employees before the individual employees can perform on-site Contract services for the Authorized User.
(2) The Contractor shall maintain a continuous list of background checks and suitability determinations noted above, and shall provide this list to the Authorized User's Facility Manager prior to the Mini-Bid Contract commencement date. The list shall be updated and resubmitted to the Facility Manager as changes occur, continually keeping the Facility Manager updated.
(3) The Authorized User, on a case by case basis, may, either temporarily or permanently, waive the requirements of this clause, in whole or in part, if they determine in writing that background checks and suitability determinations are not necessary at a specific location or for a specific individual.

**Background Checks:**

The Contractor is responsible, at its own expense, for completing background checks and making suitability determinations on its employees prior to the employee beginning any on-site work, and to making them available to the Authorized User when requested. Compliance with the requirement for performing a background check and making a suitability determination shall not be construed as providing a Contractor's employee clearance to secured areas.

At a minimum, the background check and suitability determination must include an evaluation of:

1. Verification that the individual is not listed on a national watched person database. The following link has information about data available. http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx. The following link has a PDF file of a list of SPECIALLY DESIGNATED NATIONALS AND BLOCKED PERSONS: http://www.treasury.gov/ofac/downloads/t11sdn.pdf;

(continued)

2. Criminal History checks (using a national database that contains criminal histories and supplement this search by checks of NYS Office of Court Administration and comparable searches of states where the person has lived, worked or attended school during the past 5 years) Or by obtaining the record of convictions from NYSOCA directly and from their equivalents from other states where the person might have lived, worked or attended school during the last 5 years;
3. DMV driving records;
4. Social Security Number trace;
5. Verification of U.S. citizenship or legal resident status; and
6. Residence (past 3 years) (should be requested on employment application to compare against data from DMV license and other searches for verification);

**Background Check Guidelines:**
In making a suitability determination, the Contractor shall consider the following factors and evaluate them against the work to be performed, the performance location, and the degree of risk toAuthorized Users:

1. Any loyalty or terrorism issue;
2. Patterns of conduct (e.g., alcoholism/drug addiction, financial irresponsibility/major liabilities, dishonesty, unemployability for negligence or misconduct, criminal conduct);
3. Dishonorable military discharge;
4. Felony and misdemeanor offenses;
5. Drug manufacturing/trafficking/sale;
6. Major honesty issue (e.g., extortion, armed robbery, embezzlement, perjury);
7. Criminal sexual misconduct;
8. Serious violent behavior (e.g., rape, aggravated assault, arson, child abuse, manslaughter);
9. Illegal use of firearms/explosives; and
10. Employment related misconduct involving dishonesty, criminal or violent behavior.

The Contractor shall evaluate any adverse information about an individual by considering the following factors before making a suitability determination:

1. The nature, extent and seriousness of the conduct;
2. The circumstances surrounding the conduct;
3. The frequency and recentness of the conduct;
4. The individual's age and maturity at the time of the conduct;
5. The presence or absence of rehabilitation and other pertinent behavior changes;
6. The potential for pressure, coercion, exploitation, or duress;
7. The likelihood of continuation of the conduct;
8. How, and if, the conduct bears upon potential job responsibilities; and
9. The employee's employment history before and after the conduct.

**Each suitability determination should be documented in a narrative. If negative items are mitigated by subsequent passage of time or completion of substance abuse programs this rationale should be included in the narrative. A negative suitability determination must be supported by a finding that the adverse information has a direct bearing on the potential job duties or that it is deemed sufficiently serious to bar the employee from a State site.**

**Employee Removal:**
Whenever a Contractor becomes aware that any employee working at an on-site location becomes an unacceptable risk to the Authorized User the Contractor shall immediately remove that employee from the site, notify the Authorized User that such a removal has taken place, and replace them with a qualified substitute. If the approval of the Authorized User was initially required for the removed employee, then approval is required for the replacement employee.

**Authorized User Notification**
Prior to commencement of on-site Contract performance, the Contractor shall notify the Authorized User that the background checks and suitability determinations required by this clause have been completed for affected individuals.

**Uniforms and Security Badges:**
All Contractor employees must be provided with company uniforms containing an identifiable company logo. The uniform requirement will at a minimum be an identifiable shirt or smock which must be worn at all times while on premises performing duties. If security badges are required by the Authorized User, these must be worn by the employees at all times and be presented to the Authorized User upon request.

(continued)

**2.4 REQUIREMENTS FOR BINS**

Unless otherwise specified, all Bins shall be equipped with wheels and handles for easy movement and shall be equipped with a lid. All Bins shall be water tight, rodent and insect free, maintained in a sanitary and clean condition at all times and shall contain no jagged edges or holes. All Bins shall be capable of safely handling the weight of the materials placed in them and shall be easy to maneuver by a single person.

**2.5 REQUIREMENTS FOR DUMPSTERS**

Dumpsters (examples include side, front end or rear end loaded) shall be placed and located in a manner satisfactory to the Facility Manager. Unless otherwise specified by the Authorized User all Dumpsters shall be equipped with tight fitting steel or plastic lids. All dumpsters shall have no leaks, jagged edges or holes.

**2.6 REQUIREMENTS FOR COMPACTORS**

Compactors include stationary and self-contained units. All units provided for the compaction of wet waste shall be self-contained and water-tight. All compactors shall be maintained in good working order and shall have no leaks, jagged edges or holes.

The Authorized User shall be responsible for the construction of any concrete pads or other ancillary structures such as catwalks that are needed for the compactor, and the Contractor shall be responsible for the installation of all other compactor components.

**2.7 REQUIREMENTS FOR ROLL-OFF CONTAINERS**

All roll-off containers shall be all-metal, be in good condition and if requested by the Authorized User shall be equipped with a tight fitting screened or solid cover operated by a functional winch system that is maintained in good repair. For recycling lots, roll-off containers shall be fully enclosed and waterproof unless otherwise specified by the Authorized User. The Authorized User may specify additional requirements in the Project Definition.

If an open-top container is specified for either the disposal or recycling of construction and demolition materials, the Authorized User shall be allowed to retain the roll-off on site for either the minimum number of days specified in the Mini-Bid Project Definition or for a minimum of 10 business days, which is greater.

**2.8 ON-SITE WORK**

Services performed on-site by Contractor's employees, subcontractors or agents shall be rendered in accordance with the following requirements:

1. The Contractor is responsible for taking all necessary precautions to avoid damage to the Authorized User's equipment or facilities. Should any damage occur due to the Contractor's operations, the Contractor shall immediately notify the Facility Manager, and shall repair/replace the damaged property at the Contractor's own expense.
2. The Contractor is completely responsible for its work, including any damages or breakdowns caused by its negligence.
3. The Contractor is required to follow all applicable facility rules and regulations.
4. Upon notification by the Authorized User of Mini-Bid Contract award, the Contractor shall assist in selecting optimum equipment type/size, pick up frequencies; and the schedule for installation/delivery of equipment This information shall be summarized in a 'Schedule of Work' which will be submitted to the Authorized User for their review and approval prior to the start of the work
5. In a Project Definition where multiple pick-up locations are specified, a method of communication (i.e. cell phone, walkie-talkie, etc.) shall be provided to the Authorized User for direct communication with the driver, call center or centralized dispatch.
6. If, at a multi-location site, one or more pick-ups are missed, the Contractor is to return to the site and service the missed pick-up(s) within 24 hours at no additional cost to the Authorized User.
7. Containers shall be emptied on all scheduled days, generally between the hours of 8:00 a.m. to 5 p.m. However, the exact day and expected time of each collection shall be as specified by the Facility Manager or other appropriate authority responsible for the operation of the collection site facility. At the discretion of the Authorized User, if a collection day falls on a day other than a Business Day, an alternate collection day within the same collection period shall be arranged.
8. The Authorized User or Authorized User's Representative reserves the right to reject and bar from their facilities any employee hired by the Contractor.

**2.9 OSHA (OCCUPATIONAL SAFETY & HEALTH ADMINISTRATION) TRAINING REQUIREMENTS**

The Contractor shall meet the requirements of this section.

**Authorized User's Facility Manager's Obligations**

(continued)

Prior to beginning any Contract work or work assignment, the Authorized User's Facility Manager shall inform the Contractor/Contractor's representative(s) of any known specific hazard(s) and/or chemical(s) they may encounter while performing their Contract obligations. The Contractor/Contractor's Representative(s) shall be responsible for information about the use of Personal Protective Equipment (PPE) required for the work and the use of PPE when required.

**Contractor/Contract Employee Obligations**
Prior to or upon first reporting to the work location for assignment and whenever updates or renewals occur, the Contractor shall present the Facility Manager with proof of completion of the following OSHA required training:

1. Affected Person Lockout/Tagout,
2. Hazard Communication, and
3. The use of Personal Protective Equipment.

**Note:** Contractor failure to provide such documentation to the Authorized User upon or prior to employee reporting to their initial work assignment shall result in the Facility Manager rejecting the employee(s).

**2.10 NEW YORK STATE TOXIC SUBSTANCE ACT (RIGHT TO KNOW LAW)**
In accordance with the New York State Toxic Substance Act and the United States Occupational Safety and Health Administration's *Hazard Communication Standard*, Right to Know/Hazard Communication programs have been implemented by Authorized Users which provide information and training to advise employees of potentially hazardous substances known to be in the workplace.

Before any chemical product is used in the performance of a Mini-Bid Contract, a copy of the product label and Material Safety Data Sheet must be provided to and approved by the Facility Manager. Two copies will be required, with one being held by the Contractor and one being provided to the Facility Manager.

**2.11 TRAINING AND EDUCATIONAL OUTREACH**
Following the award of a Mini-Bid Contract and if requested by the Authorized User, the Contractor must provide, at no additional cost, training/education services for Authorized Users. This training shall include, at a minimum, an initial training session to explain the collection system to facility personnel and basic written materials and/or signage to inform employees about appropriate recycling procedures.

**2.12 WASTE COMPOSITION ANALYSIS**
Following the award of a Mini-Bid Contract and if specified in the Mini-Bid Project Definition, the Contractor must provide, at no additional cost, an assessment of the Authorized User's waste stream. The purpose of this assessment is to assist the Authorized User with the characterization of their waste stream, assist them with the development of waste reduction plans and activities to identify opportunities to increase the amount of materials being recycled, and to optimize the use of all containers.
The waste composition analysis shall include, at a minimum, a walk through and visual inspection of the Authorized User's facility and waste stream and a written summary of the inspection results and recommendations for improving the waste collection and/or recycling system.

**2.13 JOB MEETINGS**
Upon award of the Mini-Bid Contract and prior to the start of any work, the Contractor shall be available for an initial job meeting with the Authorized User's representative to discuss the following items:

a. The Contractor's schedule of work (which must be reviewed and approved by the Authorized User).
b. A review of all facility use rules.
c. An introduction for each respective agency organization, chain of command, etc.
d. A review of the proposed container sizes and pickup frequency to ensure that the equipment provided is being utilized efficiently.
e. A discussion of opportunities to reduce the amount of solid waste being generated and increase the amount of materials being recycled.

In addition, the Contractor shall be available for subsequent meetings on at least a semi-annual basis to review the following items:

a. The volume and weight of material being recycled and waste disposed of by type and location as documented in accordance with the requirements of Section 3.7 '*Reporting Requirements*';
b. The Contractor shall present recommendations to the Authorized User for opportunities to reduce the generation of waste and increase the amount of materials being recycled;
c. The Contractor shall review the number, sizes and types of containers and offer suggestions for improving efficiencies.

**2.14 SUPPLY, MAINTENANCE AND REPAIR OF CONTAINERS**
The services specified in this Contract require the Contractor to supply, install and maintain all equipment in good working order during the Contract term including cleaning of the containers. The Contractor shall be completely responsible for its work, including any

(continued)

damages or breakdowns caused by its failure to take appropriate action, and it is the Contractor's responsibility to maintain the equipment and materials provided for the work consistent with applicable safety and health codes and with the Authorized User's requirements.
During winter months, the Contractor shall supply additives to any hydraulic equipment to prevent an interruption of service related to cold weather.
The vendor shall supply containers that meet the Authorized User's specified needs such as rodent or bear proof containers, roll offs with lids, etc.
Should the Authorized User or Contractor decide to keep a scale on site, the maintenance of the scale shall remain with the owner of the scale.
In the event that any repair is found to be necessary, the Authorized User's representative is to be apprised, in writing, of the need for repair. If a container is found to require cleaning or repair the container must, upon notification by the Authorized User to the Contractor, be cleaned or repaired to the Authorized User's satisfaction, or replaced within five (5) business days after notification. If the Contractor fails to respond, the Authorized User may pursue liquidated damages as specified in Section 3.4 *Liquidated Damages*.
The Contractor shall be responsible for the periodic cleaning and sanitizing of all refuse collection containers and the removal of any refuse, oil or other spillage near the Contractor's equipment. If any refuse is spilled from containers during dumping operations it shall be cleaned up prior to the truck leaving the immediate area. In addition all refuse containers shall be sanitized periodically with a germicidal solution on all refuse contact surfaces in such a manner that insects and vermin will not be a nuisance during the time of year when they are prevalent.

**2.15 EQUIPMENT OWNERSHIP**
The ownership of all equipment provided by the Contractor shall remain with the Contractor, and equipment shall be maintained by the Contractor in accordance with manufacturer recommendations and all Federal (including OSHA), New York State and local codes. The Contractor shall provide and maintain the collection equipment at the Authorized User's facility(s) for use twenty-four hours per day, seven days per week, 365 days per year. If equipment is removed for longer than brief periods for emptying the container, it shall be replaced with equal type and capacity equipment to ensure continuous dumping ability. If not so provided, the Authorized User shall be provided with a rebate for the amount of time they were unable to dump and the Authorized User may seek "Remedies for Breach" as stated in Appendix B. If the equipment is owned by the Authorized User, the Authorized User assumes liability and costs associated with the equipment and a price reduction may be passed along to the Authorized User representing the difference in cost, if any, for the Contractor not having to provide the equipment.

**2.16 ELECTRICAL CONNECTIONS**
Equipment requiring electrical connections for operation shall either be hard wired to the Authorized User's provided connections or the Contractor shall be responsible for a male electrical union. All connections shall be made by the Contractor and accomplished in accordance with National Electrical Code requirements. Electrically operated equipment shall be available in the following volts and phases:

208 volt 1 or 3 phase, 60 HZ
220 volt 1 or 3 phase, 60 HZ
440 volt 1 or 3 phase, 60 HZ

**2.17 LABELING REQUIREMENTS**
All recycling and/or waste containers shall be marked with the following information, and if requested by the Authorized User it shall be provided in multiple languages (for example English and Spanish):

- The Contractor's name
- The Contractor's dispatch number
- The container size in cubic yards
- The tare weight corresponding to the container size
- The type of recyclable or waste being disposed of (for example 'Trash Only', 'Single Stream Recycling Only', 'Recyclable Paper Only', 'Food Waste/Compostables Only' etc.)

**2.18 ADDITIONAL PICKUPS**
Authorized Users shall have the right to require the Contractor to provide additional pickups, at the same unit pricing in the Mini-bid Contract, without having to issue a new Project Definition.

**2.19 EXAMINATION OF CONTRACT DOCUMENTS**
Each Contractor is under an affirmative duty to inform itself by personal examination of the specifications and the conditions under which the Contract is to be executed.
Each Contractor shall examine specifications and all other data or instructions pertaining to the work. No pleas of ignorance of conditions that may be encountered or of any other matter concerning the work to be performed in the execution of the work will be accepted by the Office of General Services and/or the Authorized User as an excuse for any failure or omission on the part of the Contractor to fulfill every

(continued)

detail of all the requirements of the documents governing the work. Contractor will not be allowed any extra compensation by reason of any matter or thing concerning which such Contractor might have fully informed itself prior to bidding and executing the Contract.

**2.20 RECYCLING AND TRASH REMOVAL SERVICES**

The Lots specified in Attachment 1 *Summary of Lots and Regions Awarded* are within the scope of this Contract. Descriptions of all Lots included in the RFP are set forth below.

**2.20.1 TRASH REMOVAL SERVICES**

For all lots requiring the provision of Trash Removal Services, the Contractor is required to provide appropriately sized collection containers, provide service for the container (including all maintenance) and provide transportation of all waste materials to an appropriate facility for disposal.

**Lot 1 – Disposal of Municipal Solid Waste in Bins, Dumpsters or Roll-off Containers**

This lot is for the disposal of municipal solid waste which includes but is not limited to mixed waste, office waste and food waste in bins, rear or front end loaded dumpsters or roll-off containers. All waste collected under this lot must be transported to a waste processing facility for disposal.

Pricing for this lot shall be provided for the following container types and sizes:

1. Item 1: Bins – 1 cubic yard capacity or smaller
2. Item 2: Dumpsters – 2 to 10 cubic yard capacity
3. Item 3: Roll-Off Containers – 20 to 40 cubic yard capacity

**Lot 2 – Disposal of Municipal Solid Waste in Compactors**

This lot is for the disposal of municipal solid waste which includes but is not limited to mixed waste, office waste and food waste in compactors. All waste collected under this lot must be transported to a waste processing facility for disposal.

Pricing for this lot shall be provided for the following container types and sizes:

1. Item 1: Compactors – 20 to 40 cubic yard capacity

**Lot 3 – Disposal of Construction & Demolition (C&D) Materials**

This lot is for the disposal of construction and demolition materials which are generated during renovation or demolition work and includes but is not limited to aggregates such as concrete, asphalt, asphalt shingles, gypsum wallboard, wood and metals. C&D materials often contain bulky, heavy materials and salvaged building components. All C&D materials are kept separate from other wastes and are delivered to an appropriate landfill for disposal. This lot is intended for waste materials generated by the day to day activities or small reconstruction projects undertaken by Authorized Users and is not intended for use with large scale construction projects.

Pricing for this lot shall be provided for the following container types and sizes:

1. Item 1: Roll Off Containers – 20 to 40 cubic yard capacity

**Lot 4 – Disposal of Loose or Bulky Non-Recyclable Municipal Solid Waste**

This lot is for the disposal of loose or bulky Municipal Solid Waste (MSW) that is either unusually large in size including but not limited to furniture, mattresses, large auto parts, stumps and tree branches or consists of loose or bagged municipal solid waste. The Contractor is responsible for picking up and transporting all waste to a facility for disposal, and payment will be made per cubic yard of solid waste. Pick-up agreements identifying frequency, types and quantities of waste removed must be made between the Contractor and the Authorized User prior to the start of the work.

1. Item 1: Loose or Bulky Municipal Solid Waste - The Contractor shall provide pricing for this lot on a Per Cubic Yard basis.

**2.20.2 RECYCLING SERVICES**

For all lots requiring the provision of Recycling Services, the Contractor is required to provide appropriately sized collection containers, provide service for the container (including all maintenance) and provide transportation of all recyclables to an appropriate facility for recycling. All materials collected under these lots must be delivered for recycling, and the Contractor must be capable of certifying that the material was delivered for processing and was not disposed of as solid waste at a landfill or incinerator.

(continued)

**Lot 5 – Single Stream Recycling**
This lot is for the recycling of comingled recyclables which include but are not limited to newspapers, flat cardboard, paper products, cans, bottles, plastics, aluminum and junk mail which are collected and delivered to a Recycler where they are sorted into various commodity streams and recycled. The Contractor shall be responsible for providing appropriate sized containers for single stream materials, servicing the containers and delivering all materials to the Recycler.
Pricing for this lot shall be provided for the following container types and sizes:

1. Item 1: Bins – 1 cubic yard capacity or smaller
2. Item 2: Dumpsters – 2 to 10 cubic yard capacity
3. Item 3: Roll-Off Containers – 20 to 40 cubic yard capacity

**Lot 6 – Recycling of Comingled Recyclables, Excluding Paper Products (for Dual Stream Recycling)**
This lot is for the recycling of comingled recyclables where paper products such as newspaper, magazines, flat cardboard and office paper have been removed. For the purposes of this lot comingled items include but are not limited to aluminum & steel food containers, glass jars & bottles and plastic containers. The comingled items are kept separate and taken to a Recycler where the material is sorted into various commodity streams and recycled. This lot is intended to be used along with lots for the recycling of paper products to create a Dual Stream Recycling system.
Pricing for this lot shall be provided for the following container types and sizes:

1. Item 1: Bins – 1 cubic yard capacity or smaller
2. Item 2: Dumpsters – 2 to 10 cubic yard capacity
3. Item 3: Roll-Off Containers – 20 to 40 cubic yard capacity

**Lot 7 – Recycling of Metal Food Containers**
This lot is for the recycling of aluminum, steel or bi-metal beverage and food containers including but not limited to aluminum or steel cans, aluminum or steel food containers, aluminum foil, and metal lids and caps. The materials are kept separate from other recyclables or waste and are delivered to a Recycler where they will be recycled.

Pricing for this lot shall be provided for the following container types and sizes:

1. Item 1: Bins – 1 cubic yard capacity or smaller
2. Item 2: Dumpsters – 2 to 10 cubic yard capacity
3. Item 3: Roll-Off Containers – 20 to 40 cubic yard capacity

**Lot 8 – Recycling of Glass Containers**
This lot is for the recycling of clear, green and amber glass bottles and jars. The materials are kept separate from other recyclables or waste and are delivered to a Recycler where they are recycled.
Pricing for this lot shall be provided for the following container types and sizes:

1. Item 1: Bins – 1 cubic yard capacity or smaller
2. Item 2: Dumpsters – 2 to 10 cubic yard capacity
3. Item 3: Roll-Off Containers – 20 to 40 cubic yard capacity

**Lot 9 – Recycling of Plastics**
This lot is for the recycling of #1 and #2 plastics. These materials are kept separate from other recyclables or waste and are delivered to a Recycler where they are recycled. This lot may also include #3 through #7 plastics provided that the Vendor's Recycler accepts these materials.
Pricing for this lot shall be provided for the following container types and sizes:

1. Item 1: Bins – 1 cubic yard capacity or smaller
2. Item 2: Dumpsters – 2 to 10 cubic yard capacity
3. Item 3: Roll-Off Containers – 20 to 40 cubic yard capacity

**Lot 10 – Recycling of Corrugated Cardboard**
This lot is for the recycling of corrugated cardboard. All corrugated cardboard must be uncontaminated (it must not contain grease, food stains or any wax coatings) and flattened. The materials are kept separate from other recyclables or waste and are delivered to a Recycler where they are recycled.
Pricing for this lot shall be provided for the following container types and sizes:

1. Item 1: Bins – 1 cubic yard capacity or smaller
2. Item 2: Dumpsters – 2 to 10 cubic yard capacity
3. Item 3: Roll-Off Containers – 20 to 40 cubic yard capacity

**Lot 11 – Recycling of Mixed Paper**

(continued)

This lot is for the recycling of mixed paper which includes but is not limited to newspapers, magazines, junk mail, catalogs, office paper, colored paper, paperboard packaging, brown bags and phone books. In addition this lot may also include high grade paper products (white paper). The materials are kept separate from other recyclables or waste and are delivered to a Recycler where they are recycled.
Pricing for this lot shall be provided for the following container types and sizes:

1. Item 1: Bins – 1 cubic yard capacity or smaller
2. Item 2: Dumpsters – 2 to 10 cubic yard capacity
3. Item 3: Roll-Off Containers – 20 to 40 cubic yard capacity

**Lot 12 – Recycling of High Grade Office Paper (White Office Paper)**
This lot is for the recycling of high-grade paper which includes but is not limited to white ledger (including white computer paper, letterhead, white notebook paper and white envelopes) and tab cards. The materials are kept separate from other recyclables or waste and are delivered to a Recycler where they are recycled.
Pricing for this lot shall be provided for the following container types and sizes:

1. Item 1: Bins – 1 cubic yard capacity or smaller
2. Item 2: Dumpsters – 2 to 10 cubic yard capacity
3. Item 3: Roll-Off Containers – 20 to 40 cubic yard capacity

**Lot 13 – Recycling of Scrap Metal**
This lot is for the recycling of ferrous scrap metal which may include metal goods such as metal furniture, lawn mowers, barbecue grills, bicycles, appliances, automotive parts, metal roofing, scrap steel plate and steel pipe. This lot is not intended for the recycling of non-ferrous, precious metals such as aluminum, copper, brass or stainless steel. All scrap metals collected under this lot must be delivered for recycling.
Pricing for this lot shall be provided for the following container types and sizes:

1. Item 1: Roll Off Containers – 20 to 40 cubic yard capacity

**Lot 14 – Shredding and Recycling of Mixed Paper**
This lot is for off-site office paper shredding and recycling services. The Contractor must be capable of providing appropriate procedures to ensure the complete confidentiality of materials throughout the process and must be able to provide Authorized Users with a certificate of destruction. Contractors must provide secure containers at the Authorized User's facility(s) for the storage of paper to be shredded, service the containers as needed, shred the materials offsite and then deliver them to a Recycler for recycling.
Pricing for this lot shall be provided for the following container types and sizes:

1. Item 1: Secure Bins – 1 cubic yard capacity or smaller

**Lot 15 - Composting of Green Waste**
This lot is for the composting of Green Waste which includes but is not limited to grass clippings, weeds, garden materials, leaves, shrub trimmings, brush and small branches (thickness of 1 inch in diameter or less). The materials are kept separate from other recyclables or waste and are delivered to a composting facility where they will be converted into compost.
Pricing for this lot shall be provided for the following container types and sizes:

1. Item 1: Dumpsters – 2 to 10 cubic yard capacity
2. Item 2: Roll-Off Containers – 20 to 40 cubic yard capacity

**Lot 16 - Composting of Food Wastes and Organics**
This lot is for the composting of food wastes and organics such as food scraps (bread, fruits, eggshells, meats, vegetables, etc.), coffee grounds, paper milk cartons, paper towels, napkins, paper plates, pizza boxes and tea bags. The materials are kept separate from other recyclables or waste and are delivered to a composting facility where they will be converted into compost. If required, Authorized Users are responsible for placing the food wastes and organics into compostable bags.
Pricing for this lot shall be provided for the following container types and sizes:

1. Item 1: Bins – 1 cubic yard capacity or smaller
2. Item 2: Dumpsters – 2 to 10 cubic yard capacity
3. Item 3: Roll-Off Containers – 20 to 40 cubic yard capacity

**Lot 17 – Recycling of Construction and Demolition (C&D) Materials**
This lot is for the recycling of recoverable construction and demolition materials which are generated during renovation or demolition work and includes but is not limited to aggregates such as concrete, asphalt, asphalt shingles, gypsum wallboard, wood and metals. C&D materials often contain bulky, heavy materials and salvaged building components. All C&D materials are kept separate from other wastes and are delivered to a C&D recycler where the material is recycled. This lot is intended for use for waste materials generated by the day to day activities or small reconstruction projects undertaken by Authorized Users and is not intended for use with large scale construction projects.

(continued)

Pricing for this lot shall be provided for the following container types and sizes:

1. Item 1: Roll Off Containers – 20 to 40 cubic yard capacity

**2.21 RECYCLING LOTS THAT CONTAIN A REVENUE SHARING COMPONENT**

Lots 5 through 13 contain a Revenue Sharing Component which shall be paid by the Contractor to the Authorized User on a monthly basis in the form of a credit against the amount due to the Contractor as shown on the Contractor's monthly invoice. In order to ensure that proper documentation is provided to the Authorized User, the credit for the previous month's recycling may be applied to the invoice for the current month's service.

The amount paid to the Authorized User shall be determined by multiplying the Revenue Sharing Percentage by either the Recyclable Floor Price awarded or the actual sale price that the recycler receives for the recyclable materials, whichever is greater. The Recyclable Floor Price and Revenue Sharing Percentage are listed in Attachment 1 – Summary of Lots and Regions Awarded. Should the value of the recyclables fall below the Recyclable Floor Price the amount paid to the Authorized User shall be based on the Floor Price.

All invoices for Lots containing a Revenue Sharing Component shall be accompanied by acceptable documentation showing the actual weight of material recycled, the actual revenue generated by the recyclables (including the price per ton and total revenue), and the Revenue Sharing amount either paid or credited to the Authorized User. Examples of acceptable documentation are a bill of sale for the materials listing the date of the sale, the type of materials sold, the material weights, the price obtained and the names of both the buyer and seller. Failure to include acceptable documentation with the monthly invoice may result in non-payment of the invoice by the Authorized User.

**2.22 PRICING**

Pricing shall include the cost of meeting all specifications contained in this Contract and will include two prices. The first are prices under this Contract, contained in Attachment 1 – *Summary of Lots and Regions Awarded* (referred to as Master Contract Unit Prices) and the second are prices submitted during responses to Mini-Bids which are let in the future (referred to as Mini-Bid Unit Prices). The Master Contract Unit Prices apply to the entire range of container sizes listed for each item specified in the lot descriptions. The Mini-Bid Unit Prices are the prices bid for specific Project Definitions using the lots, items, number of containers, container sizes and pickup frequency specified by the Authorized User.

For all Unit Pricing the prices bid during the Mini-Bid shall be less than or equal to the corresponding Unit Prices awarded for the Master Contract with the exception of the Recyclable Floor Price and Revenue Sharing Percentage, for which the prices bid during the Mini-Bid must be equal to or greater than the corresponding Unit Prices awarded for the Master Contract. At no time during the term of a Mini-bid contract may the Mini-bid Contract unit pricing exceed the prevailing Master Contract unit pricing.

For Mini-Bids that include a Roll-Off container or a Compactor that is rented for less than one month, the Mini-Bid Rental Fee Unit Price cannot exceed the Master Contract Rental Fee Unit Price on a prorated basis.

If, during the term of an awarded Mini-Bid, it becomes necessary to change the container size, number of containers or pickup frequency, service may be continued under the existing contract without performing a new Mini-Bid provided that the pricing does not exceed the awarded Mini-Bid unit prices.

Contract pricing for awarded Mini-Bids shall be determined in accordance with the following with all Unit Prices referring to the awarded Mini-Bid Unit Prices:

**Lot 1 – Disposal of Municipal Solid Waste in Bins, Dumpsters or Roll-off Containers**

Item 1, Bins 1 CY or smaller

Contract Pricing = (Unit Price Bid) x (P)

Where Unit Price Bid = Price bid per container per pickup
P = Number of Pickups

Item 2, Dumpsters 2 to 10 CY

Contract Pricing = (Unit Price Bid) x (S) x (P)

Where Unit Price Bid = Price per cubic yard of container per pickup
S = The Size of the dumpster (in cubic yards)
P = Number of Pickups

Item 3, Roll-Off Containers 20 to 40 CY

Contract Pricing = (RF) + (TF x W) + (HC x P)

Where RF = Rental Fee
TF = Tipping Fee (dollars per ton)
W = Weight of materials disposed of (tons)
HC = Haul Charge (per pickup)
P = Number of Pickups

**Lot 2 – Disposal of Municipal Solid Waste in Compactors**

(continued)

Item 1, Compactors 20 to 40 CY

Contract Pricing = (RF) + (TF x W) + (HC x P)

Where RF = Rental Fee
TF = Tipping Fee (dollars per ton)
W = Weight of materials disposed of (tons)
HC = Haul Charge (per pickup)
P = Number of pickups

**Lot 3 – Disposal of Construction & Demolition (C&D) Materials**

Item 1, Roll-Off Containers 20 to 40 CY

Contract Pricing = (RF) + (TF x W) + (HC x P)

Where RF = Rental Fee
TF = Tipping Fee (dollars per ton)
W = Weight of materials disposed of (tons)
HC = Haul Charge (per pickup)
P = Number of pickups

**Lot 4 – Disposal of Loose or Bulky Non-Recyclable Municipal Solid Waste**

Item 1, Loose or Bulky MSW

Contract Pricing = (Unit Price Bid) x (V) x (P)

Where Unit Price Bid = Price per cubic yard per pickup
V = Volume of trash (in cubic yards)
P = Number of Pickups

For Lots 5 through 13, Recycling Revenue (RR) is defined as either the Recyclable Floor Price or the actual sale price of the recyclable materials (in dollars per ton), whichever is greater.

**Lot 5 – Single Stream Recycling in Bins, Dumpsters or Roll-off Containers**
**Lot 6 – Recycling of Comingled Recyclables Excluding Paper Products**
**Lot 7 – Recycling of Metal Food Containers**
**Lot 8 – Recycling of Glass Containers**
**Lot 9 – Recycling of Plastics**
**Lot 10 – Recycling of Corrugated Cardboard**
**Lot 11 – Recycling of Mixed Paper**
**Lot 12 – Recycling of High Grade Office Paper (White Paper)**

Item 1, Bins 1 CY or smaller

Contract Pricing = (Unit Price Bid) x (P) + (RPF x W) – (RR x RSP x W)

Where Unit Price Bid = Price per container per pickup
P = Number of Pickups
RPF = Recyclable Processing Fee (dollars per ton)
W = Weight of the recyclables (tons)
RR = Recycling Revenue (dollars per ton)
RSP = Revenue Sharing Percentage

Item 2, Dumpsters 2 to 10 CY

Contract Pricing = (Unit Price Bid) x (S) x (P) + (RPF x W) – (RR x RSP x W)

Where Unit Price Bid = Price per cubic yard of container per pickup
S = The Size of the container (in cubic yards)
P = Number of Pickups
RPF = Recyclable Processing Fee (dollars per ton)
W = Weight of the recyclables (tons)
RR = Recycling Revenue (dollars per ton)
RSP = Revenue Sharing Percentage

Item 3, Roll-Off Containers 20 to 40 CY

Contract Pricing = (RF) + (HC x P) + (RPF x W) – (RR x RSP x W)

Where RF = Rental Fee
HC = Haul Charge (per pickup)
P = Number of pickups
RPF = Recyclable Processing Fee (dollars per ton)
W = Weight of the recyclables (tons)
RR = Recycling Revenue (dollars per ton)
RSP = Revenue Sharing Percentage

**Lot 13 – Recycling of Scrap Metal**

Item 1, Roll-Off Containers 20 to 40 CY

(continued)

Contract Pricing = (RF) + (HC x P) + (RPF x W) – (RR x RSP x W)
Where RF = Rental Fee
HC = Haul Charge (per pickup)
P = Number of pickups
RPF = Recyclable Processing Fee (dollars per ton)
W = Weight of the recyclables (tons)
RR = Recycling Revenue (dollars per ton)
RSP = Revenue Sharing Percentage

**Lot 14 – Shredding and Recycling of Mixed Paper**

Item 1, Secure Bins 1 CY or smaller
Contract Pricing = (Unit Price Bid) x (P)
Where Unit Price Bid = Price per container per pickup
P = Number of Pickups

**Lot 15 – Composting of Green Waste**

Item 1, Dumpsters 2 to 10 CY
Contract Pricing = (Unit Price Bid) x (S) x (P)
Where Unit Price Bid = Price per cubic yard of container per pickup
S = The Size of the container (in cubic yards)
P = Number of Pickups

Item 2, Roll-Off Containers 20 to 40 CY
Contract Pricing = (RF) + (PF x W) + (HC x P)
Where RF = Rental Fee
PF = Processing Fee (per ton)
W = Weight of materials composted (tons)
HC = Haul Charge (per pickup)
P = Number of pickups

**Lot 16 – Composting of Food Wastes and Organics**

Item 1, Bins 1 CY or smaller
Contract Pricing = (Unit Price Bid) x (P)
Where Unit Price Bid = Price per container per pickup
P = Number of Pickups

Item 2, Dumpsters 2 to 10 CY
Contract Pricing = (Unit Price Bid) x (S) x (P)
Where Unit Price Bid = Price per cubic yard of container per pickup
S = The Size of the container (in cubic yards)
P = Number of Pickups

Item 3, Roll-Off Containers 20 to 40 CY
Contract Pricing = (RF) + (PF x W) + (HC x P)
Where RF = Rental Fee
PF = Processing Fee (per ton)
W = Weight of materials composted (tons)
HC = Haul Charge (per pickup)
P = Number of pickups

**Lot 17 – Recycling of Construction and Demolition (C&D) Materials**

Item 1, Roll-Off Containers 20 to 40 CYs
Contract Pricing = (RF) + (PF x W) + (HC x P)
Where RF = Rental Fee
PF = Processing Fee (per ton)
W = Weight of materials recycled (tons)
HC = Haul Charge (per pickup)
P = Number of pickups

**2.23 DOCUMENTATION OF MATERIAL WEIGHTS AND DISPOSAL/RECYCLING LOCATIONS**

(continued)

The Contractor shall maintain a record of the weights of all materials either disposed of or recycled and shall provide this information in reports as specified in *Section 3.7 Reporting Requirements.*

Unless otherwise specified by the Authorized User weights shall be determined as follows:

If specified in the Project Definition, weights of recyclable materials shall be determined by actual weighing of the materials using an inspected/certified and sealed scale, and weigh slips shall be provided along with monthly invoices. For Project Definitions not requiring the use of a certified scale, weights of recyclable materials may be calculated by actual weighing of the materials or by performing a volume conversion. For volume conversions, the Authorized User and Contractor must agree, prior to the start of the work, on a system for estimating the actual volume of materials in the container (is the container 25%, 50%, 75% full) and a conversion factor for converting the volume measurement to a weight.

For trash disposed of in roll-off containers or compactors, weights shall be determined by actual weighing of the materials using an inspected/certified and sealed scale, and weigh slips shall be provided along with monthly invoices.

For trash disposed of in bins and rear or front end loaded dumpsters, the weights may be calculated by actual weighing of the materials or by performing a volume conversion. For volume conversions, the Authorized User and Contractor must agree, prior to the start of the work, on a system for estimating the actual volume of materials in the container (is the container 25%, 50%, 75% full) and a conversion factor for converting the volume measurement to a weight.

In addition, the Contractor shall provide documentation of where the material was either recycled or disposed of to the Authorized User, and must provide this documentation within two weeks of a request from an Authorized User.

**2.24 REGIONS**

Regions awarded for this Contract are specified in Attachment 1 – *Summary of Lots and Regions Awarded*. Regions follow county lines with the exception of Suffolk County which is split into two Regions, Eastern and Western Suffolk County:

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 1. | Albany | 2. | Allegany | 3. | Bronx | 4. | Broome |
| 5. | Cattaraugus | 6. | Cayuga | 7. | Chautauqua | 8. | Chemung |
| 9. | Chenango | 10. | Clinton | 11. | Columbia | 12. | Cortland |
| 13. | Delaware | 14. | Dutchess | 15. | Erie | 16. | Essex |
| 17. | Franklin | 18. | Fulton | 19. | Genesee | 20. | Greene |
| 21. | Hamilton | 22. | Herkimer | 23. | Jefferson | 24. | Kings |
| 25. | Lewis | 26. | Livingston | 27. | Madison | 28. | Monroe |
| 29. | Montgomery | 30. | Nassau | 31. | New York (Manhattan) | 32. | Niagara |
| 33. | Oneida | 34. | Onondaga | 35. | Ontario | 36. | Orange |
| 37. | Orleans | 38. | Oswego | 39. | Otsego | 40. | Putnam |
| 41. | Queens | 42. | Rensselaer | 43. | Richmond | 44. | Rockland |
| 45. | St. Lawrence | 46. | Saratoga | 47. | Schenectady | 48. | Schoharie |
| 49. | Schuyler | 50. | Seneca | 51. | Steuben | 52. | Suffolk (Eastern) |
| 53. | Suffolk (Western) | 54. | Sullivan | 55. | Tioga | 56. | Tompkins |
| 57. | Ulster | 58. | Warren | 59 | Washington | 60. | Wayne |
| 61. | Westchester | 62. | Wyoming | 63. | Yates | | |

For the Suffolk County Regions, Region 52 – Suffolk (Eastern) shall consist of the Towns of Southold and East Hampton, and Region 53 – Suffolk (Western) shall consist of all towns in Suffolk County with the exception of the Towns of Southold and East Hampton.

(continued)

# SECTION 3: GENERAL TERMS AND CONDITIONS

**3.1 CONTRACT PERIOD**

The term of this Master Contract shall commence upon mailing of approval by the Office of the General Services Procurement Services. The term shall end on the date specified in the initial Contract Award Notification posted on the OGS website, such that the first Contract(s) awarded under the Solicitation will have a term of five years. Contracts awarded under any additional periodic recruitments periods will have a lesser initial Contract term so that the Contracts from periodic recruitments and the initial awards will end on the same date, regardless of start date. Also, please refer to Section 3.3 *Price Adjustments* for price changes which will be allowed after the first year of the Contract.

If mutually agreed between OGS Procurement Services and the Contractor, the Master Contract may be renewed under the same terms and conditions for additional periods up to a maximum of four years.

Mini-Bid Contracts awarded during the term of the Master Contract may have a term which ends up to three years after the end date of the Master Contract, provided that no Mini-bid contract term exceeds five years, including any extensions.

**3.2 SHORT TERM EXTENSION**

In the event a replacement contract has not been issued, any contract let and awarded hereunder by the State may be extended unilaterally by the State for an additional period of up to three (3) months upon notice to the Contractor with the same terms and conditions as the original contract including, but not limited to, quantities (prorated for such extension), prices, and delivery requirements. Any extension terminates upon Award of a replacement contract.

**3.3 PRICE ADJUSTMENTS**

**CPI Adjustments**

Awarded bid pricing will be in effect for one (1) year from the start date of the Contract. The CPI adjustment shall apply to all Master Contract and Mini-bid Contract unit pricing except for the Recyclable Floor Price and Revenue Sharing Percentage.

On each annual anniversary date of the Master Contract the Contractor may request a rate change (increase or decrease) from Procurement Services for the respective Master Contract Unit Prices based upon fluctuations in the latest published copy of the Consumer Price Index for all urban consumers as published by the U.S. Department of Labor, Bureau of Labor Statistics, Washington, D.C. 20212.

- The index is also available through the Internet at the Bureau of Labor Statistics web site at http://stats.bls.gov/. Go to "Subjects" > "Inflation and Prices Overview" > "Consumer Price Index" > "CPI Tables" and then refer to "Table Containing History of CPI-U U.S. All Items Indexes and Annual Percent Changes From 1913 to Present is now available in the CPI Detailed Report as Table 24".

Similarly, on each annual anniversary date of a Mini-Bid Contract, the Contractor may request a rate change (increase or decrease) from the Authorized User to the Mini-Bid Unit Prices using the same methodology. At no time during the term of a Mini-bid contract may the Mini-bid Contract unit pricing exceed the prevailing Master Contract unit pricing.

In addition, the Contractor may reduce fees at any time, with the exception of the Recyclable Floor Price and Revenue Sharing Percentage, by submitting a request to Procurement Services and/or the Authorized User. The Recyclable Floor Price and Revenue Sharing Percentage may be increased at any time by submitting a request to Procurement Services and/or the Authorized User.

The Contractor is solely responsible for notifying Procurement Services or the Authorized User that the Contractor wishes to receive the CPI rate change and to submit a request for the adjusted rate on the Master Contract anniversary date, or the Mini-bid Contract anniversary date as the case may be. Contractor shall provide a copy of the index and other supporting documentation necessary to support the increase or decrease to Procurement Services or the Authorized User(s), as appropriate. Should the Contractor fail to make a request and submit supporting documentation to Procurement Services or the Authorized User within ninety (90) days after the applicable anniversary date, the Contractor shall be deemed to have waived its right to any increase in price for that year, but Procurement Services or the Authorized User(s) shall not be barred from making the appropriate adjustment in the case of a decrease determined in accordance with the above methodology.

Price adjustments using the CPI involve changing the base payment by the percent change in the level of the CPI for the current year compared to the previous year. This is calculated by first determining the index point change between the two readings and then the percent change. The price adjustment shall be calculated as follows: Take the CPI value for the 3rd month prior to the current anniversary

(continued)

date of the Contract and subtract the CPI value for the 3rd month prior to the previous anniversary date of the Contract (15 months prior to the current anniversary date) [e.g.: If the Contract start date was in April, take the January CPI value of the current year and subtract the January CPI value of the previous year]. That sum is then divided by the previous period CPI value and this result is then multiplied by 100 to equal the percent change which is the price adjustment value. This percentage change (increase or decrease) shall be applied to the next Contract year, upon release of a Contract Addendum from Procurement Services.

The following example illustrates the computation of percent change for a hypothetical April 2004 anniversary calculation:

| | |
|---|---|
| CPI FOR CURRENT PERIOD (JANUARY 2004) | 185.2 |
| LESS CPI FOR PREVIOUS PERIOD (JANUARY 2003) | 181.7 |
| EQUALS INDEX POINT CHANGE | 3.5 |
| DIVIDED BY PREVIOUS PERIOD CPI | 181.7 |
| EQUALS | 0.0192 |
| RESULT MULTIPLIED BY 100 | 0.019 X 100 |
| EQUALS PERCENT CHANGE | 1.9% |

**Requests for Increases in Master Contract Unit Prices Due to Market Conditions Outside Contractor's Control**

Should the above referenced method of price adjustment become, in the sole judgment of the State, unworkable due to market conditions outside of the Contractor's control, such as substantial increases in Tipping or Recyclable Processing Fees, the closing of landfill sites, or restrictions placed on dumping specific types of wastes, New York State reserves the right to negotiate an amendment to increase the then prevailing Master Contract Unit Price for the particular service affected, provided that the Contractor establishes to OGS's satisfaction that it has sustained at least a 25% increase in the cost of providing the affected service within a one year period and that the following conditions are met:

- The Contractor submitted with its bid the following information:
  - A list of the Waste Processing site(s) or Recyclers utilized by the Contractor for the purposes of this Contract.
  - The haul charge to and from the applicable site.
  - The Tipping or Recyclable Processing fees for the above referenced site.
- The Contractor agrees to bill the Authorized User at the existing Mini-bid Unit Prices until the amendment is approved and a new Mini-bid can be performed, which will be done at the discretion of the Authorized User
- It shall be incumbent on the Contractor to request any Master Contract Unit price increases due to market conditions outside its control. Any approved changes in Master Contract Unit prices hereunder shall apply prospectively only. Failure to provide any of the information in the subdivisions above, shall render null or void any later claims by the Contractor for increased compensation for increased costs.

**3.4 LIQUIDATED DAMAGES**

If the Contractor fails to complete services in accordance with specifications contained in either this Master Contract, a Project Definition or the Mini-Bid Contract, it is understood, and the Contractor hereby agrees that the value for such incomplete service will be an amount equal to one and one-half (1 ½) times the Authorized User's cost to remedy the deviations.

Deviations for which liquidated damages will apply are:

1. Failure to make a scheduled pickup and/or stop.
2. Early arrival or early departure from the designated pick-up schedule which results in a partial pick-up.
3. Spillage of waste, debris or materials which aren't cleaned up.
4. Failure to maintain equipment in a clean and sanitary condition.
5. Failure to maintain equipment in good operating condition

In each of the aforementioned instances the Contractor will be subject to an assessment of liquidated damages at the rate of one and one-half (1 ½) times the Authorized User's total cost for removal and disposal of materials or the cost of cleanup. For lots which include a Revenue Sharing Component, the Supplier will also be subject to an assessment of liquidated damages at the rate of one and one-half (1 ½) times any lost revenue due to the Authorized User in addition to the liquidated damages assessed for removal and disposal of the materials.

The collective amount of these liquidated damages shall be deducted from the monies due the Contractor for each day/site missed, not as a penalty, but as liquidated damages. However, the Contractor shall not be liable if failure to perform arises out of causes beyond its control and without the fault or negligence of the Contractor (Acts of God, the public enemy, fires, floods, freight embargoes, etc.).

(continued)

### 3.5 PREVAILING WAGE RATE - PUBLIC WORKS AND BUILDING SERVICES CONTRACTS

Prevailing Wage Rate as part of the requirements of Article 8 (Sections 220-223) and Article 9 (Sections 230-239) of the New York State Labor Law, requires public work Contractors and subcontractors to pay laborers, workers or mechanics employed in the performance of a public work contract not less than the prevailing rate of wage and to provide supplements (fringe benefits) in accordance with prevailing practices in the locality where the work is performed.

Work under this Contract is subject to the prevailing wage rate provisions of New York State Labor Law Article 9 Sections 230-239. See "Prevailing Wage Rates - Public Works and Building Services Contracts" in Appendix B, OGS General Specifications.

### 3.6 PERIODIC RECRUITMENT

After the initial bidding process is completed and the initial Master Contracts are awarded, the State reserves the right to accept proposals at any time determined by the State to be in its best interest. If the proposal is accepted, a Master Contract shall be awarded and the Contractor shall be placed on the list of prequalified Contractors for the remaining term of the initial agreement.

These periodic recruitments are open to either new Contractors or Contractors who already hold a Master Contract and wish to bid on regions or services that they were not awarded. Once the proposal is evaluated, Master Contracts shall be awarded to all Contractors who are deemed qualified. After award, only those Contractors who hold a Master Contract for a particular region shall be allowed to bid specific projects or facilities in that region utilizing the Project Definition Template as part of the Mini-Bid process.

### 3.7 REPORTING REQUIREMENTS

Contractor shall provide the following reports for the Master Contract and any subsequently awarded Mini-Bid Contracts:

1. Authorized User Reports

   The Contractor shall provide quarterly and annual reports to each Authorized User that include a sum of the weight or volume of waste disposed of and the weight or volume of materials recycled and/or composted by type of recycling and location, and shall also maintain a continuous record of these materials.

   In addition, the Contractor shall also provide a monthly report to the Authorized User (unless Authorized User requests reports on a less frequent basis) which shall be attached to the Invoice and shall detail all work completed that month and shall compare scheduled work versus actual work completed. The report shall include the schedule of pick-ups, container sizes, weights, tare slips, and any other documentation the user may need to verify pricing.

2. New York State Procurement Services Reports

   In addition to reports for the Authorized User, the Contractor shall also provide an annual report to Procurement Services detailing all services provided under the Contract. The report shall be in Microsoft Excel format and shall be emailed to the individual listed on the front page of the Contract Award Notification and shall reference the Contractor's name, Master Contract number, Mini-Bid Contract number, sales period, authorized user name, location of service, type of service (lot description), type of containers provided, size of containers provided, frequency of pickup, monthly charge and total dollar value of the service.

   Please note that additional related sales information and/or detailed Authorized User purchases may be required and must be supplied upon request, and that failure to submit the required reports may result in a determination that the Contractor is non-responsible.

### 3.8 NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS

New York State political subdivisions and others authorized by New York State law may participate in contracts. These include, but are not limited to local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations. See "*Participation in Centralized Contracts*" in Appendix B, *OGS General Specifications*. Upon request, all eligible non-State agencies must furnish Contractors with the proper tax exemption certificates and documentation certifying eligibility to use State contracts. Questions regarding an organization's eligibility to purchase from New York State contracts may also be directed to OGS Procurement Services Customer Services at 518-474-6717.

### 3.9 NEW YORK STATE STATEWIDE FINANCIAL SYSTEM

The New York State Statewide Financial System (SFS) went live for NYS agencies in April 2012. Future SFS procurement functionality envisions the ability to fully host Contract catalogs, to integrate Contractor-hosted punch-out catalogs, and/or to submit and process invoices electronically. OGS reserves the right to integrate any or all of these future catalog functions with a Contractor during the Contract period, and by submittal of a bid, a Bidder agrees to coordinate with SFS, OGS and/or a third party host, for integration, if OGS exercises its right to do so. No costs or expenses associated with providing information and integration shall be charged to NYS. Technical Requirements for the data elements, such as data types, maximum field lengths, and cXML element names shall be provided by SFS, OGS and/or a third party host during integration. For more information on SFS, its use, and its capabilities please visit the SFS website here: http://www.sfs.ny.gov/.

(continued)

**3.10 PERFOMANCE/BID BONDS**
There are no BONDS for this Contract. In accordance with Appendix B, §45 Performance/Bid Bond, the Commissioner of OGS has determined that no performance, payment or Bid bond, or negotiable irrevocable letter of credit or other form of security for the faithful performance of the Contract shall be required at any time during the Term for resulting Contracts.

**3.12 APPENDIX A**
Appendix A, Standard Clauses For New York State Contracts, dated January 2014, attached hereto, is hereby expressly made a part of this Contract as fully as if set forth at length herein.

**3.13 APPENDIX B**
Appendix B, Office of General Services General Specifications, dated June 2014, attached hereto, is hereby expressly made a part of this Contract as fully as if set forth at length herein and shall govern any situations not covered by this Contract or Appendix A.

**3.13.1 APPENDIX B AMENDMENTS**

**A.** Appendix B, § 64, is hereby deleted and replaced with the following:
**DISPUTE RESOLUTION PROCEDURES**

It is the policy of OGS to provide interested parties, as defined in the OGS Dispute Resolution Procedures, with an opportunity to administratively resolve disputes, complaints or inquiries related to Solicitations, contract awards and contract administration. OGS encourages interested parties to seek resolution of disputes through consultation with OGS staff. All such matters shall be accorded impartial and timely consideration. Interested parties may also file formal written disputes. A copy of the OGS Dispute Resolution Procedures may be obtained by contacting the designated contact for the Solicitation, the Contract manager, or at: http://nyspro.ogs.ny.gov/content/dispute-resolution-policy-92015 OGS reserves the right to change the procedures set forth in the Dispute Resolution Procedures without seeking a Contract amendment.

B. **OFFICIAL USE ONLY/NO PERSONAL USE**
The Contract is only for official use by Authorized Users. Use of the Contract for personal or private purposes is strictly prohibited.

**3.14 NEW YORK STATE VENDOR RESPONSIBILITY**
The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of OGS or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

The Commissioner of OGS or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of OGS or her designee issues a written notice authorizing a resumption of performance under the Contract.

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate OGS officials or staff, the Contract may be terminated by the Commissioner of OGS or her designee at the Contractor's expense where the Contractor is determined by the Commissioner of OGS or her designee to be non-responsible. In such event, the Commissioner of OGS or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach. In no case shall such termination of the Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.

**3.15 TAX LAW §5-A**
Section 5-a of the Tax Law requires certain Contractors awarded State Contracts for commodities, services and technology valued at more than $100,000 to certify to the NYS Department of Taxation and Finance (DTF) that they are registered to collect New York State and local sales and compensating use taxes. The law applies to Contracts where the total amount of such Contractors' sales delivered into New York State are in excess of $300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made, and with respect to any affiliates and subcontractors whose sales delivered into New York State exceeded $300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made.
A Contractor is required to file the completed and notarized Form ST-220-CA with OGS certifying that the Contractor filed the ST-220-TD with DTF. Note: NYS DTF receives the completed Form ST-220-TD, not OGS. OGS ONLY receives the Form ST-220-CA.

(continued)

Form ST-220-CA must be filed with the bid and submitted to the procuring covered Agency certifying that the Contractor filed the ST-220-TD with DTF. Contractor should complete and return the certification forms within five (5) business days of request (if the forms are not completed and returned with bid submission). Failure to make either of these filings may render a Contractor non-responsive and non-responsible. Contractor shall take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law.

Website links to the Contractor certification forms and instructions are provided below. Form ST-220-TD must be filed with and returned directly to DTF and can be found at **http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf**. Unless the information upon which the ST-220-TD is based changes, this form only needs to be filed once with DTF. If the information changes for the Contractor, its affiliate(s), or its subcontractor(s), a new Form No. ST-220-TD must be filed with DTF.

Form ST-220-CA must be submitted to OGS. This form provides the required certification that the Contractor filed the ST-220-TD with DTF. This form can be found at **http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf**.

## 3.16 CONTRACTOR REQUIREMENTS AND PROCEDURES FOR EQUAL EMPLOYMENT AND BUSINESS PARTICIPATION OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES

### I. General Provisions

A. OGS is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of $25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of $100,000 for real property renovations and construction.

B. The Contractor agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to OGS, to fully comply and cooperate with OGS in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for New York State certified minority- and women-owned business enterprises ("MWBEs"). Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, State or local laws.

C. The Contractor further agrees to be bound by the provisions of Article 15-A and the MWBE Regulations. If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.

D. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds, suspension or termination of the Contract or such other actions or enforcement proceedings as allowed by the Contract.

### II. Contract Goals

A. For purposes of this procurement, OGS conducted a comprehensive search and determined that this contract does not offer sufficient opportunities to set goals for participation by MWBEs as subcontractors, service providers and suppliers to Contractor. Contractor is, however, encouraged to make every good faith effort to promote and assist the participation of MWBEs on this Contract for the provision of services and materials. The directory of New York State Certified MWBEs can be viewed at: https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=2528 Additionally, Contractor is encouraged to contact the Division of Minority and Women's Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

### B. Good Faith Efforts

Pursuant to 5 NYCRR § 142.8, evidence of good faith efforts shall include, but not be limited to, the following:

(1) A list of the general circulation, trade and MWBE-oriented publications and dates of publications in which the Contractor solicited the participation of certified MWBEs as subcontractors/suppliers and copies of such solicitations and any responses thereto.

(2) A list of the certified MWBEs appearing in the Empire State Development MWBE directory that were solicited for this Contract. Provide proof of dates or copies of the solicitations and copies of the responses made by the certified MWBEs. Describe specific reasons that responding certified MWBEs were not selected.

(3) Descriptions of the Contract documents/plans/specifications made available to certified MWBEs by the Contractor when soliciting their participation and steps taken to structure the scope of work for the purpose of subcontracting with or obtaining supplies from certified MWBEs.

(continued)

(4) A description of the negotiations between the Contractor and certified MWBEs for the purposes of complying with the MWBE goals of this Contract.

(5) Dates of any pre-bid, pre-award or other meetings attended by Contractor, if any, scheduled by OGS with certified MWBEs whom OGS determined were capable of fulfilling the MWBE goals set in the Contract.

(6) Other information deemed relevant to the request.

**III. Equal Employment Opportunity (EEO)**

A. Contractor shall comply with the following provisions of Article 15-A:

1. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
2. By entering into this Contract, Contractor certifies that the text set forth in clause 12 of Appendix A, attached hereto and made a part hereof, is Contractor's equal employment opportunity policy.

B. Form EEO 100 – Staffing Plan
To ensure compliance with this section, the Contractor submitted a staffing plan on Form EEO 100 to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and federal occupational categories. Contractor shall complete the Staffing plan form and submit it as part of their contract.

C. Form EEO 101 - Workforce Employment Utilization Report ("Workforce Report")

1. If Contractor's Form EEO 100- Staffing Plan provides that Contractor is able to report the actual workforce utilized in the performance of this Contract, the following clause shall apply: Contractor agrees it will, upon request, submit to OGS, a workforce utilization report on Form EEO 101, identifying the workforce actually utilized on the Contract if known.

2. If Contractor's EEO Form 100 - Staffing Plan provides that Contractor is unable to separate out the actual workforce utilized in the performance of the Contract from its total workforce, the following clause shall apply: Contractor and OGS agree that Contractor is unable to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce and that the information provided on the previously submitted Staffing Plan is Contractor's total workforce during the subject time frame, not limited to work specifically under the Contract.

D. Contractor shall comply with the provisions of the Human Rights Law, all other State and federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal and conviction and prior arrest.

**ALL FORMS ARE AVAILABLE AT:** http://www.ogs.ny.gov/MWBE/Forms.asp

**3.17 CENTRALIZED CONTRACT MODIFICATION PROCESS**

A. OGS, an Authorized User, or the Contractor may suggest modifications to the Centralized Contract or its Appendices. Except as specifically provided herein, modifications to the terms and conditions set forth herein may only be made with mutual written agreement of the Parties. Modifications may take the form of an update or an amendment. "Updates" are changes that do not require a change to the established Centralized Contract terms and conditions. A request to add new products at the same or better price level is an example of an update. "Amendments" are any changes that are not specifically covered by the terms and conditions of the Centralized Contract, but inclusion is found to be in the best interest of the State. A request to change a contractual term and condition is an example of an amendment.

B. Updates to the Centralized Contract and the Appendices may be made in accordance with the contractual terms and conditions to incorporate new products or services, make price level revisions, delete products or services, or to make such other updates to the

(continued)

established Centralized Contract terms and conditions, not resulting in a change to such terms and conditions, which are deemed to be in the best interest of the State.

C. OGS reserves the right to consider modifications which are not specifically covered by the terms of the Centralized Contract, but are judged to be in the best interest of the State. Such modifications are deemed amendments to the Centralized Contract and may require negotiations between Contractor and OGS before execution.

D. All modifications proposed by Contractor, shall be processed in accordance with Appendix C, Contract Modification Procedure. The Contractor shall submit all requests in the form and format contained in Appendix C, Contract Modification Procedure. The form contained within Appendix C is subject to change at the sole discretion of OGS.

E. Modifications proposed by OGS or an Authorized User, including updates and amendments, shall be processed in accordance with the terms of the Centralized Contract and Appendix B, §40.

### 3.18 OVERLAPPING CONTRACT ITEMS

Products/services available under the Contract may also be available from other New York State contracts. Authorized Users will be advised to select the most cost effective procurement alternative that meets their program requirements and to maintain a procurement record documenting the basis for this selection.

### 3.19 CONFLICT OF TERMS

Conflicts among the documents shall be resolved in the following order or precedence:

1. Appendix A *Standard Clauses for New York State Contracts*;
2. The Master Contract (the portion of this document preceding the signature of the parties, including all attachments);
3. Appendix B *General Specifications*.
4. Any Mini-Bid Contract.

### 3.20 INSURANCE REQUIREMENTS

The Contractor shall procure and at its sole cost and expense and shall maintain in force at all times during the term of the Contract all policies of insurance pursuant to the requirements outlined in Attachment 2, *Insurance Requirements.*

### 3.21 USE OF SUBCONTRACTORS

The use of subcontractors is permissible under this Contract provided that: the subcontractor must agree to the same terms and conditions as the Contractor, and the Contractor remains responsible for performance of the Contract terms and conditions. In the event of dissatisfactory performance of the subcontractor, the Contractor is ultimately responsible. OGS reserves the right to approve or disapprove subcontractors. See Appendix B, § 42, *Employees, Subcontractors, and Agents*.

### 3.22 PREFERRED SOURCE PRODUCTS

NYS State Finance Law §162 requires that governmental entities afford first priority to the products/services of preferred source suppliers such as Correctional Industries (Corcraft), New York State Preferred Source Program for People who are Blind, and NYS Industries for the Disabled, when such products/services meet the form, function and utility of the Authorized User. An Authorized User must determine if a particular commodity or service is approved for a Preferred Source and follow the requirements of State Finance Law §162(3) or (4)(b), respectively, before engaging the Contractor.

### 3.23 DIESEL EMISSIONS REDUCTION ACT

Pursuant to N.Y. Environmental Conservation Law §19 0323 ("the Law") it is a requirement that heavy duty diesel vehicles in excess of 8,500 pounds use the best available retrofit technology ("BART") and ultra-low sulfur diesel fuel ("ULSD"). The requirement of the Law applies to all vehicles owned, operated by or on behalf of, or leased by State agencies and State or regional public authorities. It also requires that such vehicles owned, operated by or on behalf of, or leased by State agencies and State or regional public authorities with more than half of its governing body appointed by the Governor utilize BART.

The Law may be applicable to vehicles used by contract vendors "on behalf of" State agencies and public authorities and require certain reports from contract vendors. All heavy duty diesel vehicles must have BART by December 31, 2015 (unless further extended by Law). The Law also provides a list of exempted vehicles. Regulations set forth in 6 NYCRR Parts 248 and 249 provide further guidance. The Bidder/Contractor hereby certifies and warrants that all heavy duty vehicles, as defined in NYECL §19 0323, to be used under this Contract, will comply with the specifications and provisions of NYECL §19 0323, and 6 NYCRR Parts 248 and 249.

(continued)

**3.24 SURPLUS/TAKE-BACK/RECYCLING**

I. A State agency is reminded of its obligation to comply with the NY State Finance Law §§ 167, Transfer and Disposal of Personal Property, and 168, The Management of Surplus Computer Equipment, regarding transfer and disposal of surplus personal property before utilizing take-back, recycling, or other options for disposition of equipment that is still in operable condition.

II. If Contractor offers a take-back/recycling program, then Contractor shall provide a record of disposition to each Authorized User who participates in the take-back/recycling program for units transferred for disposition. Contractor shall provide documentation that the units were disposed of in an environmentally sound manner in compliance with applicable local, state and federal laws. See Section III below for specific requirements governing electronic equipment recycling.

III. The NYS Department of Environmental Conservation (DEC) Electronic Equipment Recycling and Reuse Act ("Act") (Environmental Conservation Law, Article 27, Title 26, Electronic Equipment Recycling and Reuse), requires manufacturers to establish a convenient system for the collection, handling, and recycling or reuse of electronic waste. If Contractor is a manufacturer of electronic equipment covered by the Act, Contractor agrees to comply with the requirements of the Act. More information regarding the Act can be found on the DEC website at: http://www.dec.ny.gov/chemical/65583.html.

IV. If a Contractor offers a take-back/recycling program or offers an electronic equipment recycling program pursuant to the Act, and an Authorized User participates in same, then the Authorized User shall ensure the destruction of all data from any hard drives surrendered with the machines/covered electronic equipment. Contractor shall not require an Authorized User to surrender the hard drive, as an Authorized User may wish to retain the hard drive for security purposes. Contractor shall advise the Authorized User in advance if the retention of the hard drive results in additional fees or reduction in trade-in value. It is recommended that an Authorized User use a procedure for ensuring the destruction of confidential data stored on hard drives or other storage media that meets or exceeds the National Institute of Standards and Technology (NIST) Guidelines for Media Sanitation as found in NIST Special Publication 800-88.

**3.25 ENVIRONMENTAL ATTRIBUTES AND NYS EXECUTIVE ORDER NO. 4**

New York State is committed to environmental sustainability and endeavors to procure products with reduced environmental impact. One example of this commitment may be found in Executive Order No. 4 (Establishing a State Green Procurement and Agency Sustainability Program), which imposes certain requirements on state agencies, authorities, and public benefit corporations when procuring commodities, services, and technology. More information on Executive Order No. 4 may be found at http://ogs.ny.gov/EO/4/Default.asp.

**3.26 DRUG AND ALCOHOL USE PROHIBITED**

For reasons of safety and public policy, the use of illegal drugs and/or alcoholic beverages by the Contractor or its personnel shall not be permitted while performing any phase of work under this Contract.

**3.27 TRAFFIC INFRACTIONS**

The State will not be liable for any expense incurred by the Contractor for any parking fees or as a consequence of any traffic infraction or parking violations attributable to employees of the Contractor.

(continued)

# SECTION 4: PROCUREMENT INSTRUCTIONS

This Contract is issued under a multiple award structure. Authorized Users shall procure Products that best meet their form, function, and utility requirements. Before proceeding with a purchase, Authorized Users shall check the list of Preferred Source offerings and are reminded that they must comply with State Finance Law, particularly §162, regarding Products provided by Preferred Source suppliers.

Pursuant to State Finance Law § 163(10)(c), at the time of purchase, Authorized Users must base their selection among multiple Contracts upon which is the most practical and economical alternative that is in the best interests of the State. Under this Master Contract, Authorized Users will purchase using a Mini-Bid process to satisfy this statutory requirement.

**4.1 RESERVED:**

**4.2 MINI-BID PROCESS:**

For procurements under this Contract, Authorized Users must utilize the Mini-Bid process.

The steps in the Mini-Bid process are as follows:

A. The Authorized User will identify service requirements, in addition to those identified in the Master Contract, as well as the Mini-Bid Contract term, and other additional terms, in a Project Definition, using the *Project Definition Template*, provided as Attachment 4. OGS reserves the right to unilaterally make revisions, changes and/or updates to the Project Definition Template without processing a formal amendment to the Contract.

B. The Authorized User will review the location of their facility(ies) to determine what region they are located in. Please note that if an Authorized User is seeking services at multiple sites located in several regions, then separate Mini-Bids must be done for each region.

C. The Authorized User will review the list of services available in the applicable region.

D. The Authorized User is required to distribute a completed Project Definition to all Contractors who hold Master Contracts in the region that the facility(ies) are located in where the Authorized User needs services performed. The Authorized User will email or mail the eligible Contractors in the region a copy of the Project Definition.

E. Prior to receiving Mini-Bids, the Authorized User may conduct site visits, a pre-bid conference, and receive and respond to vendor inquiries.

F. The Authorized User will receive Mini-Bids from Contractors, containing Mini-Bid pricing, pursuant to a schedule developed in the Project Definition and then evaluate all Mini-Bids.

G. The Mini-Bids will be evaluated, and a Mini-Bid Contract award will be made, based on the following: (1) compliance will all mandatory requirements set forth in the Project Definition; (2) requirement that the Contractor's Mini-Bid Unit Prices are less than or equal to the Master Contract Unit Prices for all pricing except for the Recyclable Floor Price and Revenue Sharing Percentage; (3) requirement that the Contractor's Mini-Bid Unit Prices for the Recyclable Floor Price and Revenue Sharing Percentage are greater than or equal to the Master Contract Unit Prices; and (4) lowest bid.

H. For Project Definitions that contain more than one Lot, Award may be made to one Contractor for all Lots on the basis of Total Lowest Cost (the costs for the individual Lots are summed to create the Total Cost) or separate Awards may be made for individual Lots at the discretion of the Authorized User.

I. For all Mini-Bid awards, the Contractor must be prequalified for the Lot(s) and Region being bid on, and the Mini-Bid Unit Pricing must meet the requirements of Section 2.22 Pricing.

J. Should a protest be submitted by a Contractor regarding a Mini-bid award, the protest will be considered and decided by the Authorized User.

K. Once a Mini-Bid Contract award is made, the Authorized User will provide a copy of the Project Definition used for the Mini-Bid and winning bidder's Mini-bid to the Procurement Services Contract Manager listed on the Contract Award Notification document or contract landing page.

L. The Procurement Services Contract Manager will provide the Authorized User with a Contract Number for the awarded Contractor.

M. The Authorized User will issue encumbrance documents or other written orders that are effective and binding on the Contractor when placed in the mail addressed to the Contractor at the address shown on the signature page.

N. Upon notification by the Authorized User of Mini-Bid award, the Contractor shall assist in selecting the optimum equipment type/size, pick up frequencies, and the schedule for installation and delivery of equipment. This information shall be summarized in a 'Schedule of Work' which will be submitted to the Authorized User for their review and approval prior to the start of the work.

### 4.3 MINI-BID CONTRACT NUMBER

A Mini-Bid Contract Number must be issued to the selected Contractor for all Mini-Bid procurements.
For Mini-Bid awards, the Master Contract Number is modified by replacing the last "A" with the letter "B" the first time a Contractor is awarded a Mini-Bid and then following with "C", "D", "E", etc. for subsequent awards.

For example, if a Contractor was assigned a Master Contract Number PS1000AA then the first Mini-Bid would be assigned the number PS1000AB, the second PS1000AC and the third PS1000AD and so on.

To obtain a Contract Number for a Mini-Bid, contact the Contract Manager listed on the front of the Contract Award Notification or contract landing page and submit to them a copy of the Project Definition and winning Bidder's Mini-Bid.

For Authorized Users who are not State agencies, a purchase order or other written order may be issued for the work following the Mini-Bid. Written orders are effective and binding on the Contractor when placed in the mail addressed to the Contractor at the address shown on the signature page.

### 4.4 METHOD OF PAYMENT

Payments are made each month against the purchase orders or other written orders.
Invoices for payment shall be submitted to the Authorized User at the end of each month on a New York State Standard Voucher or company invoice for services satisfactorily completed during that month.
This voucher or invoice shall contain the Contract ID number (i.e.: CMUXXXX); the name of the Authorized User; the location where service was performed; and itemize all services rendered.
Payment of purchases made by Authorized Users other than State Agencies under shall be the sole responsibility of such entities and the Contractor shall bill such entities directly on vouchers authorized by the said entities.

### 4.5 M/WBE UTILIZATION GOAL REQUIREMENTS IN THE MINI-BID

In accordance with Article 15-A of the New York State Executive Law and regulations adopted pursuant thereto, a State Agency [as defined in New York State Executive Law §310(11)] may establish separate goals for participation of New York State Certified minority and women-owned business enterprises, at the time of the Mini-Bid, if the Mini-Bid will result in a State contract (1) in excess of $25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of $100,000 for real property renovations and construction. As a condition of Award of the Master Contract, the Contractor agrees to be bound by the State Agency's implementation of the provisions of Article 15-A of the New York State Executive Law. For further guidance, please refer to Attachment 11 - Project Definition Template.

### 4.6 NOTICES

All notices, demands, designations, certificates, requests, offers, consents, approvals and other instruments given pursuant to this Contract shall be in writing and shall be validly given when mailed by registered or certified mail, or hand delivered, (i) if to the State, addressed to the State at its address, and (ii) if to Contractor, addressed to Contract Administrator at the Contractor address. The parties may from time to time, specify any address in the United States as its address for purpose of notices under this Contract by giving fifteen (15) days written notice to the other party. The Parties agree to mutually designate individuals as their respective representatives for purposes of this Contract. Contact information for the designated individuals will be set forth on the Contract Award Notification (CAN) and on the Contractor Information page for this Contract, which will be posted on the OGS website.

(continued)

All notices sent shall be effective upon actual receipt by the receiving party. The Contractor will be required to forward a copy of the official notice to an Authorized User that is associated with the subject of the notice.

Written notice of any alleged breach by one party to the other shall provide specific facts, circumstances and grounds upon which the breach is being declared.

### 4.7 CAPTIONS

The captions contained in this Contract are intended for convenience and reference purposes only and shall in no way be deemed to define or limit any provision thereof.

### 4.8 SEVERABILITY

If any provision of this Contract is deemed invalid or unenforceable, such determination shall have no effect on the balance of the Contract, which shall be enforced and interpreted as if such provision was never included in the Contract.

### 4.9 COUNTERPARTS

This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same Contract. Any signature page of any such counterpart may be attached or appended to any counterpart to complete a fully executed counterpart of this Contract, and shall bind such party.

### 4.10 ENTIRE AGREEMENT

This Contract and the referenced appendices and attachments constitute the entire agreement between the Parties thereto and no statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained herein shall be binding or valid and the Contract shall not be changed, modified or altered in any manner except by an instrument in writing executed by the State and the Contractor, with all necessary approvals. Authorized Users shall not have the authority to modify the terms of the Contract, except as to better terms and pricing for a particular procurement than those set forth herein in accordance with the terms set forth in Appendix B Clauses 28, *Modification of Contract Terms*, and 32, *Purchase Orders*.

(continued)

## CONTRACT SIGNATURE PAGE

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the dates below. The Parties further hereby certify that original copies of this executed and approved signature page will be affixed, upon final approval, to exact copies of this Agreement being executed simultaneously herewith.

**CONTRACTOR**

Signature: Evelyn Core

Printed Name: Evelyn Core

Title: Pres

Company Name: Westbury Paper Stock corp

Date: 11/9/15

Federal ID: 11040384

NYS Vendor ID 10000 11471

**THE PEOPLE OF THE STATE OF NEW YORK**

Signature: Todd Gardner

Printed Name: TODD GARDNER

Title: CMS 3

Office of General Services

Date: 11/30/2015

(continued)

**INDIVIDUAL, CORPORATION, PARTNERSHIP, OR LLC ACKNOWLEDGMENT**

**STATE OF** New York }

: **Sworn Statement:**

**COUNTY OF** Nassau }

On the 9th day of November in the year 2017, before me personally appeared Evelyn Core, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that he maintains an office at 172 school St, Westbury NY

and further that:

**[Check One]**

(☐ **If an individual):** _he executed the foregoing instrument in his/her name and on his/her own behalf.

(☑ **If a corporation):** he is the President of Westbury Paper Stock Corp., the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

(☐ **If a partnership):** _he is the _____ of _____, the partnership described in said instrument; that, by the terms of said partnership, _he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

(☐ **If a limited liability company):** _he is a duly authorized member of _____, LLC, the limited liability company described in said instrument; that, _he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

MICHAEL A. HALPERN
Notary Public, State of New York
No. 01HA5005179
Qualified in Nassau County
Commission Expires Nov. 30, 2018

Signature of Notary Public

**Notary Public Registration No.**_____**State**_____

(continued)

NYS OFFICE OF GENERAL SERVICES

*Serving New York*

# RECYCLING & TRASH REMOVAL SERVICES

# PS21740

# FIRST AMENDMENT

between

NEW YORK STATE

OFFICE OF GENERAL SERVICES

And

Westbury Paper Stock Corp.

(continued)

## STATE OF NEW YORK OFFICE OF GENERAL SERVICES

PS21740

## CENTRALIZED CONTRACT FOR RECYCLING & TRASH REMOVAL SERVICES

THIS FIRST AMENDMENT (hereinafter the "First Amendment") by and between the People of the State of New York, acting by and through the Commissioner of the Office of General Services (OGS), whose office is on the 41st Floor, Tower Building, Governor Nelson A. Rockefeller Empire State Plaza, Albany, New York 12242 (hereinafter referred to as the "State" or "OGS") acting pursuant to authority granted under State Finance Law §163, and Westbury Paper Stock Corp., having its principal place of business at 173 School St, Westbury, NY 11590 (hereinafter referred to as the "Contractor"). OGS and the Contractor are collectively referred to as the "Parties."

WHEREAS, the Parties heretofore entered into Contract # PS21740 (hereinafter the "Contract") effective December 1, 2015 for Recycling & Trash Removal Services, as that term is defined in the Contract; and

WHEREAS, the Parties have agreed to enter this First Amendment to clarify certain obligations under the Contract; and

NOW THEREFORE, in consideration of the terms hereinafter mentioned and also the mutual covenants and obligations moving to each Party hereto from the other, the Parties hereby agree as follows:

1. Section 4.1 of the Contract is deleted in its entirety.

2. The first sentence of Section 4.2 is deleted in its entirety and replaced with the following language:

For procurements under this contract, Authorized Users must utilize the Mini-Bid process.

3. The Parties agree that the attached page 30 reflecting the foregoing amendments will be inserted into the contract in replacement of the current page 30.

4. Except as herein modified, all terms of Contract # PS21740 as amended shall remain in full force and effect.

Remainder of page intentionally left blank

(continued)

**CONTRACTOR**

Signature: Evelyn Core

Printed Name: Evelyn Core.

Title: Pres.

Company Name: Westbury Paper Stock Corp.

Federal ID: 11-2040384

NYS Vendor ID 1000011471

Date: 2/5/16.

**THE PEOPLE OF THE STATE OF NEW YORK**

Signature: Jill McCabe

Printed Name: Jill McCabe

Title: Assistant Director Procurement Services

Office of General Services

Date: 2/11/16

(continued)

INDIVIDUAL, CORPORATION, PARTNERSHIP, OR LLC ACKNOWLEDGMENT

STATE OF ☐ New York
: ss:
COUNTY OF ☐ Nassau

On the 5th day of February in the year 2016, before me personally appeared Evelyn Cora, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that _he maintains an office at

Town of Westbury

County of Nassau, State of NY; and further that:

[Check One]

(0 If an individual): _he executed the foregoing instrument in his/her name and on his/her own behalf.

(✓ If a corporation): _he is the President of Westbury Paper, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, _he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

(0 If a partnership): _he is the _____ of _____, the partnership described in said instrument; that, by the terms of said partnership, _he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

(0 If a limited liability company): _he is a duly authorized member of _____, LLC, the limited liability company described in said instrument; that, _he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

Signature of Notary Public
Notary Public Registration No._____ State NY

MICHAEL A. HALPERN
Notary Public, State of New York
No. 01HA5005179
Qualified in Nassau County
Commission Expires Nov. 30, 2018

(continued)

# SECTION 4: PROCUREMENT INSTRUCTIONS

This Contract is issued under a multiple award structure. Authorized Users shall procure Products that best meet their form, function, and utility requirements. Before proceeding with a purchase, Authorized Users shall check the list of Preferred Source offerings and are reminded that they must comply with State Finance Law, particularly §162, regarding Products provided by Preferred Source suppliers.

Pursuant to State Finance Law § 163(10)(c), at the time of purchase, Authorized Users must base their selection among multiple Contracts upon which is the most practical and economical alternative that is in the best interests of the State. Under this Master Contract, Authorized Users will purchase using a Mini-Bid process to satisfy this statutory requirement.

**4.1 RESERVED:**

**4.2 MINI-BID PROCESS:**

For procurements under this Contract, Authorized Users must utilize the Mini-Bid process.

The steps in the Mini-Bid process are as follows:

A. The Authorized User will identify service requirements, in addition to those identified in the Master Contract, as well as the Mini-Bid Contract term, and other additional terms, in a Project Definition, using the *Project Definition Template*, provided as Attachment 4. OGS reserves the right to unilaterally make revisions, changes and/or updates to the Project Definition Template without processing a formal amendment to the Contract.

B. The Authorized User will review the location of their facility(ies) to determine what region they are located in. Please note that if an Authorized User is seeking services at multiple sites located in several regions, then separate Mini-Bids must be done for each region.

C. The Authorized User will review the list of services available in the applicable region.

D. The Authorized User is required to distribute a completed Project Definition to all Contractors who hold Master Contracts in the region that the facility(ies) are located in where the Authorized User needs services performed. The Authorized User will email or mail the eligible Contractors in the region a copy of the Project Definition.

E. Prior to receiving Mini-Bids, the Authorized User may conduct site visits, a pre-bid conference, and receive and respond to vendor inquiries.

F. The Authorized User will receive Mini-Bids from Contractors, containing Mini-Bid pricing, pursuant to a schedule developed in the Project Definition and then evaluate all Mini-Bids.

G. The Mini-Bids will be evaluated, and a Mini-Bid Contract award will be made, based on the following: (1) compliance will all mandatory requirements set forth in the Project Definition; (2) requirement that the Contractor's Mini-Bid Unit Prices are less than or equal to the Master Contract Unit Prices for all pricing except for the Recyclable Floor Price and Revenue Sharing Percentage; (3) requirement that the Contractor's Mini-Bid Unit Prices for the Recyclable Floor Price and Revenue Sharing Percentage are greater than or equal to the Master Contract Unit Prices; and (4) lowest bid.

H. For Project Definitions that contain more than one Lot, Award may be made to one Contractor for all Lots on the basis of Total Lowest Cost (the costs for the individual Lots are summed to create the Total Cost) or separate Awards may be made for individual Lots at the discretion of the Authorized User.

I. For all Mini-Bid awards, the Contractor must be prequalified for the Lot(s) and Region being bid on, and the Mini-Bid Unit Pricing must meet the requirements of Section 2.22 Pricing.

J. Should a protest be submitted by a Contractor regarding a Mini-bid award, the protest will be considered and decided by the Authorized User.

(continued)