

Standard DCAS Food Contract
February 2024

Type of Contract:

This is a “C” contract (requirement contract) as defined in the New York City Purchase Contract, Part II, Section 2.8 or, if applicable, the New York City Service Contract, Part II, Section 2.6.

In accordance with the New York City Purchase Contract, Part II, Section 5.6 (Alternate Products) or, if applicable, the New York City Service Contract, Part II, Section 5.5 (Alternate Services):

A bidder may not bid multiple products or services for one bid item. If a bidder offers more than one product or service only the lowest price offering will be considered. If the price offerings are identical, only the first item listed will be considered.

All items awarded under this contract must be in compliance with the New York City Mayor’s Executive Order No. 113 (1988), “Prohibition of the Purchase of Products Made of Polystyrene Foam.”

At any time, the City may disapprove any provider(s) of goods and/or services that do not meet contract requirements used by the prime vendor/contractor to fulfill this contract. As used in this section, a “provider” shall include, but not be limited to, a subcontractor, a supplier or producer of goods and/or services and the manufacturer(s) of any goods being procured under such contract. As stated in this contract or otherwise at the City’s sole option, the selected vendor may be required to provide to the City, within 10 days of award, a list of providers and, for each provider, its address, and the name of its principals.

The selected vendor shall provide any other information requested by the City, in its sole discretion, to determine whether a provider shall be disapproved. Furthermore, during the term of this contract, the selected vendor shall supply to the City all such information regarding any additional provider(s) it intends to use. The vendor may not use a provider that has been disapproved by the City.

The City may, in its sole discretion, to withdraw any approval it has given, where such withdrawal of approval is based on information received subsequent to the approval. The selected vendor may not use a provider that has been disapproved by the City or whose approval has been withdrawn.

PASSPort

All vendors intending to do business with the City of New York must complete an online Procurement and Sourcing Solutions Portal (PASSPort) disclosure filing (formerly known as VENDEX) to be considered for an award. Paper submissions, including Certifications of No Change (CNC) to existing VENDEX submissions will not be accepted in lieu of completed online filing. Failure to complete all required online filings may be cause for bid disqualification. Please visit www.nyc.gov/passport for more information.

PASSPort Fees

Pursuant to Section 2-08 (f) of the Procurement Policy Board (PPB) Rules, the selected vendor will be charged a fee for the administration of the PASSPort system, including the vendor name check process by the New York City Department of Investigation. The selected vendor shall also be required to pay the applicable required fees for any of its subcontractors for which vendor name check reviews are required. The fee(s) will be deducted from payments made to the selected vendor under the contract.

For contracts with an estimated value of less than or equal to \$1,000,000, the fee will be \$175. For contracts with an estimated value of greater than \$1,000,000, the fee will be \$350.

General Terms and Conditions

Accelerated Procurement

Unless otherwise noted in the bid, this contract is eligible for an accelerated procurement per section 3-07 of the PPB Rules. Accelerated procurements are not subject to vendor protest.

Purchase/Blanket Orders

This contract will be subject to the issuance of purchase orders and/or blanket orders. Blanket orders will indicate the maximum amount of money the City has set aside for the purchase of product(s). The selected vendor shall not exceed the amount of money authorized by the blanket order.

Blanket Orders

If shipping instructions are issued after a blanket order is depleted, the selected vendor must notify the agency and withhold shipping products until a new blanket order is issued.

Contract Quantities

Quantities specified herein are estimates based on experience. The quantities ordered are only those needed by the ordering agency. The City will not be compelled to order any specific quantity of any item, nor will the City be limited to the quantity specified. The ordering agency will generate shipping instructions stating the quantities they need to be delivered for each weekly, bi-weekly, or monthly period of the contract.

Contract Price

F.O.B.

All prices are to be based on freight on board (F.O.B.) delivery point. Prices on the bid shall be inclusive of any and all delivery charges.

Contract Price

The selected vendor must process all purchase orders at the contract price in effect on the date of the purchase order and/or shipping instruction.

Price Adjustments

Price Adjustments

This contract shall be subject to price adjustments if specific price indices are listed herein for items on this contract. No price adjustment will become effective unless approved by the Agency Chief Contractor Officer (ACCO) of the Department of Citywide Administrative Services (DCAS) or his/her designee. The selected vendor must provide the City with written notice of a price change request at least thirty (30) days prior to the requested effective date. Price change requests, if approved, will affect future orders only. Any purchase order that has already been generated will reflect the then current price. This contract may be terminated by the City in the event that Contractor's price change requests do not reflect industry documentation.

Non-Automatic Price Adjustments

If price adjustment is not automatic, it is the selected vendor's responsibility to initiate the price adjustment request. The request must be in writing on company letterhead and addressed to the DCAS ACCO, or as otherwise directed by the City. The request must include price adjustment calculations, as further detailed herein, and must be signed by an officer or a duly authorized representative of the company. Requests should be sent to the following:

Agency Chief Contracting Officer
Department of Citywide Administrative Services
Office of Citywide Procurement
1 Centre Street, 18th Floor
New York, NY 10007

Information for Price Adjustment

The selected vendor requesting a price increase may be asked to provide justification of its material cost. For the purpose of computing price increases, material cost may not exceed the selected vendor's unit price at the time of the increase request. Documentation for price increases must substantiate the change in price. Acceptable documentation to be provided, at a minimum, includes:

1. Manufacturer's notice of price increase.
2. Changes in the Producer Price Index ("PPI") specified in the contract, or otherwise applicable, as determined at DCAS' sole discretion..
3. Independent reporting discussing price increase (e.g., major news media, industry reports)

If, in the City's sole discretion, the documentation provided by the selected vendor does not justify the price adjustment request, the City may decline such request.

Unless otherwise stated in the contract, price adjustments shall only be considered three (3) months after the most recent price adjustment. Additionally, the documentation provided by the vendor for justification of the price increase must be dated after the most recent price adjustment.

Price Index Conflict

When the price index conflicts with manufacturer's material cost (as reflected in the manufacturer's notice or invoices), DCAS may, at its sole discretion, adjust prices to reflect manufacturer's data.

Price Decrease

Price decreases must be offered by the selected vendor as soon as they become available on the most recently published PPI (specified in the contract, or as otherwise applicable, as determined at DCAS' sole discretion) or other industry documentation. DCAS may, at its sole option, implement a price decrease immediately upon notification to the selected vendor if substantiated by the most recently published PPI or other industry documentation.

Bid Instructions

Bid Structure

Bids may be organized by class or item. If the bid is organized by item, bidders may bid on any combination of items on the bid. If the bid is organized by class, bidders must bid on all items in the class unless otherwise specified. Failure to bid all items in a class will render that class as non-responsive and may disqualify the bid. At the sole discretion of the City, any or all classes may be broken and be awarded on an item basis.

Read Carefully

Bidders are advised to carefully read the description for each item listed in a bid, including but not limited to packaging, sodium, brand, weight, unit of issue and local sourcing requirements. All items on the bid must meet the specifications of the City.

Brand or Equal

When an item description specifies a brand "or equal," bidders offering brand(s) other than the brand specified are required to submit complete labels, nutritional information, packaging details and/or any other information necessary so that compliance with the City's specifications or salient characteristics may be determined. Bidders are required to describe any differences between the specifications or salient characteristic of the "or equal" product being offered.

Manufacturer or Equal

The specification of a particular manufacturer is intended to state a standard only and is not intended to preclude an equivalent product.

Food Label Submission

Food labels must be submitted with the bid. Food labels must include, without limitation, the nutritional profile, origin, and packaging characteristics of the product(s) being offered by the bidder. If food labels are not submitted with the bid, bidders must submit labels within 48 hours of the City's request to do so. Failure to submit labels could render the bid non-responsive.

Alternative Packaging

Where alternative packaging is considered acceptable by the City, items will be pro-rated based on a clear underlying measurement unit (e.g., pound or ounce) to determine the lowest bid.

Bid Submission

All bids must be submitted electronically in PASSPort on or before the due date and time.

All bid prices must be rounded to the nearest cent - \$0.00.

Standards/Specifications

NYS Local Sourcing

Unless otherwise stated in the solicitation, New York State (NYS) local sourcing is required by this contract. NYS local food sourcing requirements are attached to this procurement and made a part of this contract as Appendix A. By submitting a bid, bidders acknowledge that they have read and understand the requirements of Appendix A.

NYC Food Standards

Unless otherwise stated in the solicitation, the selected vendor must comply with the New York City Food Standards, attached to this procurement, and made a part of this contract as Appendix X. By submitting a bid, bidders acknowledge that they have read and understand the requirements of Appendix X.

The successful bidder will be required to comply with all applicable provisions of the New York City Food Standards. The selected vendor will also be required to comply with any new and/or changes to the food standards during the term of the contract.

Additionally, the selected vendor shall attach the food standards to any subcontract hereunder involving the provision of food or beverages. The selected vendor shall require any subcontractor(s) to comply with all applicable provisions of the food standards as attached as well as any new and/or changes during the term of the subcontract.

Implementation of New Standards

Notwithstanding the foregoing, if the implementation of such new or changed food standards will result in a material adverse effect on the selected vendor's cost, upon submission to the City of satisfactory documentation demonstrating such effect, the selected vendor and the City may mutually agree to amend the contract as to price subject to all necessary approvals. If the City and the selected vendor are unable to reach agreement on such amendment, the City and the selected vendor may resolve this dispute in accordance with section 4-09 of the PPB Rules. The selected vendor shall continue to perform under the contract and shall comply (and shall ensure that its subcontractors comply) with the new and/or changed food standards as directed by the City.

Special Audit Program

If and then to the extent indicated in the solicitation, the selected vendor must source all Special Audit Program products (the "Special Audit Items") from a Farm that is in good standing with an independent Special Audit Program that meets the minimum requirements set forth in the applicable solicitations.

Halal & Kosher Certification

For Halal and Kosher items on the bid, a letter certifying that the items to be supplied are Halal or Kosher is required to be submitted with the bid or within five (5) days of a request by the ordering agency for such certification letter. The certification letter must be dated within one year of the date of the bid opening and must cover the term of the bid.

Artificial Sweeteners

No artificial sweeteners or non-nutritive sweetening agents, and no artificial colors or flavors are permitted as ingredients of any items listed in the bid.

Additional Specifications

Frozen Halal/Kosher dinners: meat and poultry used in the preparation of the items shall be USDA inspected.

Fish: Must be processed and packed in approved plants operated under USDA and/or state inspection.

Vegetable products indicated for each item shall be U.S. grade No. 1 grade A fancy.

All other products and/or ingredients used for which no grade is indicated must be of first quality only.

USDA grading certificates are required for items on the purchase order totaling 250 cases or more regardless of delivery quantity requested. The cost of inspection and grading by the USDA shall be borne by the selected vendor.

Products offered and delivered must be prepared from the latest season pack.

Labeling

Case Markings

The identifying purchase order number must be stamped on each case delivered by the selected vendor. Failure to comply with this stipulation may be cause for rejection of a delivery. All markings must be legible.

Product Markings

Unless otherwise stated in the item's specifications, all products for delivery shall have markings indicating date of manufacturer and/or expiration date clearly marked on the individual package. Shelf-stable products at the time of delivery must have a minimum of 75% shelf-life remaining.

Package Markings

Each package label must contain a list of ingredients.

NYS Product Markings

All NYS products must be labeled as such and indicate where the products were grown and/or processed within NYS.

Special Audit Program Markings

If applicable, all Special Audit Program products (the "Special Audit Items") must have markings on each case that indicate the farm source and location where the Special Audit Items were grown. Failure to comply with this stipulation may be cause for rejection of a delivery. All markings must be legible.

FDA Compliance

Product labels must adhere to the latest Food and Drug Administration (FDA) rules and regulations that

are in effect at the time of delivery.

Nutrition Labeling

A nutrition fact panel, indicating the nutrient content of the product(s), is required on the principal display panel of each product and case.

Trans-fat Labeling

Products containing trans-fat are not acceptable.

Ingredient Labeling

Labels must declare all ingredients in the food product. Additionally, the label must specify allergens when the ingredient does not clearly state any of the eight major allergen categories as specified in the Food Allergen Labeling and Consumer Protection Act of 2004: Milk, eggs, fish, crustacean shellfish, tree nuts, peanuts, wheat, and soybeans.

Other

All items must be individually wrapped and labeled indicating quantities on each pack. Halal and Kosher items should be labeled "Halal" or "Kosher" on the case and on each package within the case.

Packaging

Recycled Products

Products offered should be packaged from recycled, recovered or environmentally preferable materials to the maximum extent possible provided that the product meets all specifications and performance criteria and promotes economically advantageous life cycle costs, or as otherwise required by applicable law.

Waste Reduction

Whenever practicable, packaging shall eliminate waste; reduce waste by weight, volume, and toxicity without substituting a material that is not recyclable; and should contain recycled content.

Commercial Best Practice

All products must be packed in accordance with best commercial practice. Salvaged and returned products will be rejected by the City. All packaging and packing materials must be clean and in new condition, must be of commercial quality, must not impart objectionable odors or flavors to the food products, must be safe (not adulterated or injurious to health) for use in contact with food products, and must be tamper-evident. Tamper-evident is defined as packaging material with one or more barriers to entry, which if breached or missing can reasonably be expected to provide visible evidence that tampering has occurred.

Transparent Red Bags

Transparent plastic bags with red coloring have been designated by the City as packaging for bio-hazardous material. Red plastic wraps or bags are not to be used to hold or pack food items. Any products packaged in this type of material will be deemed not acceptable and will automatically be rejected by the City.

Canned Goods

For industrial packed canned goods, the City will only consider awarding products packed in number 10 cans. Food products packed in number A10 cans will be deemed not acceptable and will automatically be rejected by the City.

Delivery

Fulfilling Orders

Orders shall be made according to the specifications detailed in this contract, or shipping instructions sent by ordering agencies via food requisition matrices and orders. If not explicitly stated, the selected vendor is expected to deliver within thirty (30) working days upon receipt of an order.

Late Deliveries

When deliveries will be late, the selected vendor must notify DCAS Office of Citywide Procurement (OCP) and the ordering agency at least 48 hours before the scheduled delivery date.

Delivery Locations

Delivery shall be made to various points within the City as detailed in this contract or as shall be otherwise indicated on individual purchase orders.

Closing/Opening of Delivery Locations

During the term of the contract, delivery locations specified herein or in purchase orders issued pursuant to this contract may be closed and deliveries terminated. In the event that any new delivery location is identified by the City in a purchase order, the selected vendor will be required to service the new location under the same terms and conditions and at the same price as all delivery locations detailed in this contract.

Rejections and Buy-Against

If any of the following occurs, the City, in its sole discretion, shall buy against the selected vendor in accordance with Section 4-07 of the PPB Rules:

1. Delivery is rejected and the selected vendor refuses to make immediate delivery of acceptable goods or re-delivers unacceptable goods.
2. Deliveries are not made in accordance with the schedule and/or not made.

Inspection

To facilitate orderly and expedient inspection of deliveries, the selected vendor must provide the DCAS Bureau of Quality Assurance (BQA) food inspectors with delivery schedules listing the following information one (1) week before scheduled deliveries:

1. Date of delivery;
2. City agency and delivery location;
3. Items and quantity of items to be delivered;
4. Contract and purchase order number; and
5. Farm source and farm location (if the solicitation indicates the Special Audit Program requirements are applicable)

Failure to provide such information may result in inspections not being made and payment approvals not granted.

Refrigeration

Fresh and frozen products that require refrigeration must be delivered in such a manner at the time of delivery. Deliveries of such refrigerated products shall be made in clean and refrigerated trucks as per Form 23-Y-83A (revised 7/18/13) attached to this contract and made a part hereof, if applicable.

Quality Assurance

Inspection

BQA food inspectors will inspect food delivery for compliance for any or all of the following requirements where applicable:

- * NYC specification(s) detailed in the item descriptions of the award
- * Brand specified on the award and the purchase orders
- * Acceptable brands list (pursuant to PPB Rules, section 2-05)
- * Commercial item description
- * 75% shelf-life of shelf-stable products
- * Packaging requirements
- * USDA grading requirements
- * Farm source and farm location (if the solicitation indicates the Special Audit Program requirements are applicable)

Rejections

In the event that BQA food inspectors reject deliveries due to non-compliance with the applicable requirements mentioned above, each ordering agency will disseminate the following information to each of its delivery locations:

1. Vendor name
2. Description of item
3. Contract and purchase order item number
4. Lot number
5. Manufacturer code number
6. Reason for rejection

Deliveries of these rejected items will not be accepted by any City agency until the issues have been resolved.

Removal of Rejections

The following paragraph supersedes Section 5.2 of the New York City Purchase Contract on the removal of rejected and non-conforming goods (pages 15-16):

For the purpose of this contract, the seller shall remove any non-conforming goods or part thereof at the seller's own expense as soon as possible and no later than 48 hours after notification of any rejection or revocation of acceptance by the City. The City, in its sole discretion, shall have the right to dispose of rejected goods left longer than 48 hours at no cost or liability to the City and the seller shall have no right of action for damages.

Health Regulations

Please note the provisions on pages 16-17 (section 6.3) of the New York City Purchase Contract regarding health regulations:

Any food, drug or other Goods which are found to be unwholesome, or otherwise unfit for human consumption or use, shall not be removed by the Seller until examined by the appropriate public authorities. If condemned, such Goods shall be disposed of by the Seller in accordance with the rules and regulations of the appropriate public authorities.

Should the Seller fail to make disposal within twenty-four (24) hours after appropriate order to do so, the City may make such disposal and charge the Seller for the cost involved.

USDA Grading

USDA grading is required on all deliveries. Grading certification(s) should be sent to:

NYC Department of Citywide Administrative Services
Office of Citywide Purchasing/Bureau of Quality Assurance
1 Centre Street, 18th Floor
New York, NY 10007

The cost of grading and inspection shall be borne by the selected vendor and shall be deemed included in the price on the bid.

Waiver

To request a waiver on specific product requirements of a purchase order under this contract, vendor shall e-mail the Office of Citywide Procurement with the following information:

1. Date of waiver request
2. Reason for waiver request (Ex; grading issues, address, contact information of the USDA office)
3. Supporting documentation from vendor/manufacturer showing proof of issue why specific product specification requirements cannot be met as per waiver request.
4. Purchase order Number
5. Product/Item

All food specification waiver requests are reviewed by Office of Citywide Procurement Bureau of Quality Assurance prior to issuance. Office of Citywide Procurement reserves the right to grant or reject waiver requests.

Deduction

In some instances, the City may retain possession of items delivered that do not meet the specific product requirements of the purchase order, due to extreme public necessity and apply a monetary deduction in accordance with PPB rules and regulations and only with approval of DCAS Administration. If no definite deductions are prescribed, the City will make such deductions as it shall determine to be reasonable.

Food samples

The City may request samples of any item offered in response to this solicitation to test said item for compliance to specifications. If so requested, such sample shall be furnished within two (2) business days.

Samples submitted by vendor(s) must be the exact representation of the product to be delivered to the ordering agency in quality and packaging.

Sample Evaluation(s) by Agency

The City may have samples evaluated by an ordering agency's taste test panel. The panel is part of an ordering agency's process to ensure that the foods ordered pursuant to this contract are acceptable and minimize safety concerns. Samples that are determined to be unacceptable by the panel may result in the rejection of the bid or cancelation of the contract, at the City's sole discretion, pursuant to the New York City Purchase Contract, Part II, Section 4.3(a).

Food Product Substitution

If, during the term of this contract, the product offered becomes unavailable, a substitute product may be approved by the City under the following conditions:

1. A written request is made to the director of food procurement unit requesting a product substitution. This request must include the name of the originally offered and accepted product, the name of the proposed substitute product, the reason why the substitution is being requested, and a statement as to whether the substitution is for one delivery or for the remaining balance of the contract.
2. No substitution may be made without the prior, written approval from the City.
3. A substitution request must be initiated a minimum of two (2) weeks before the scheduled delivery.
4. The price of the substitution must be equal or less than the original awarded unit price of the item.
5. A sample, in the exact representation of the substitute product, must be included with the product substitution request along with a sample of the product being replaced. Samples must be reviewed by Bureau of Quality Assurance prior to acceptance.
6. Any substitute product must meet all applicable specifications described in the award contract for the item being replaced.
7. Where applicable, additional paperwork such as nutritional fact label, nutritional lab analysis, Halal/Kosher or NYS certification, and proof of good standing with an independent Special Audit Program must be included. All costs associated with lab testing are to be borne by the selected vendor.
8. If a substitute product is approved by the City, the selected vendor shall not mix lots upon delivery. The selected vendor must deliver one brand product for each shipment. Additionally, the original product may not be delivered once the substitute is approved unless the above procedure to re-approve the original product is followed.

Invoices

Invoices are to be submitted to the City through PASSPort.

Good Food Purchasing Reporting Requirement

Awarded vendors are required to provide a usage report of all food items for compliance with the City's Good Food Purchasing Report Requirement with the following information:

- Agency Served
- Vendor Name
- Item/Product Description
- Farm Name (if applicable)
- Farm Location (City and State)
- Processor/Shipper/Manufacturer/Broker/Wholesaler Name
- Brand Name (if applicable)
- For any business or organization named above, location information including full street address and zip code
- For any business or organization named above, M/WBE status (i.e. is the business NYC OR NYS M/WBE Certified or otherwise minority or women owned)
- Product Code
- Product Code Assignment
- Certifications
- Cost Per Unit
- Pack Size (Or Unit Size)
- Quantity Ordered
- Quantity Unit of Measurement
- Net Weight Per Quantity (in Lbs.)
- Total Cost
- Dollar Value of All Items Ordered

A report shall be provided by the selected vendor by July 31st on annual basis. Reports should cover the fiscal year (July 1st through June 30th). The report shall be submitted via e-mail in a tabular format such as Microsoft Excel document, or as otherwise directed by DCAS. Scanned images are not an acceptable format. The City will make the reporting data public as part of its commitment to transparency as set forth in New York Executive Order 8 (February 10, 2022)

Bid/Contract Items:				
Code	Label	des	qty	uoi
i1_43	SCALLIONS, GREEN, BUNCHED	DIAMETER 1/4 -3/4", MAXIMUM LENGTH (ROOT EXCEPTED) 22".	2275	LBS
i1_44	SPINACH, SAVOY, CELLO PACK, PREWASH, WHOLE LEAF/CUT	3/4" - 1" IN THE DIAMETER; U.S. NO. 1.	4900	LBS
i1_45	STRAWBERRIES, FRESH	U.S. NO. 1.	9408	LBS
i1_46	TANGERINES	U.S. # 1 GRADE, 150 OR 175 PACK PER 4 OR 5 BUSHEL BOX.	5300	LBS
i1_47	THYME, FRESH	4 OZ. PER BUNCH	2388	LBS
i1_48	TOMATOES, GRAPE/CHERRY, SUBJECT TO SPECIAL AUDIT	U.S. NO. 1, SEE SPECIAL AUDIT DOCUMENT ATTACHED FOR DETAILS.	3312	LBS
i1_49	TOMATOES, HARD RIPE, SUBJECT TO SPECIAL AUDIT	6 X 6 REPACKED, 2 1/2" - 2 7/8" IN DIAMETER, U.S. NO. 1. SEE SPECIAL AUDIT DOCUMENT ATTACHED FOR DETAILS.	7550	LBS
i1_50	WATERMELON	U.S. FANCY.	20358	LBS
i1_51	YELLOW ONION, MUST BE NEW YORK STATE GROWN	3" DIAMETER MINIMUM, U.S. NO. 1.	5650	LBS
i1_52	ZUCCHINI	U.S. #1 GRADE	8250	LBS

SPECIAL AUDIT: TOMATO ITEMS

The bid items indicated above (the “Special Audit Items”) must be sourced from a producer of agricultural goods, such as a farm, grower, or greenhouse (hereinafter “Farm”) that, at a minimum, in the sole discretion of the City, substantially complies with the following audit quality mechanisms (collectively, a “Special Audit Program”) to effectively investigate and enforce compliance with laws applicable to Farm employees in the relevant jurisdiction, including but not limited to the Fair Labor Standards Act, the Migrant and Seasonal Agricultural Worker Protection Act, the Occupational Safety and Health Act, Title VII of the Civil Rights Act of 1964, and federal laws governing the recruitment of temporary nonimmigrant agricultural (H-2A) workers. Such mechanisms must include, at a minimum:

1. Independent third-party audits. The Special Audit Program conducts annual on-site compliance audits, which must meet the following minimum standards: (a) the Special Audit Program is independent of any financial control or influence by the Farm or the Bidder; (b) investigators have relevant training and/or experience interviewing agricultural workers in the context of wage and hour investigations, health and safety investigations, and/or other similar worker protection legal frameworks, and a sufficient number of the investigators speak English and at least one other language commonly used by the U.S. agricultural workforce; and (c) in conducting an audit, experienced investigators analyze all time and payroll data and interview at least 50% of the Farm’s workforce in the worker’s preferred language.
2. Enforceable third-party complaint mechanism. The Special Audit Program must operate a complaint hotline that is answered by investigators 24 hours a day, 7 days a week. The investigators must investigate and resolve all complaints in a timely fashion, such that 50% of complaints are resolved within 30 days. Complaint investigation procedures must protect complainants and witnesses from retaliation, and provide enforceable remedies for violations of workers’ rights including retaliation should it occur. All outcomes and resolution times must be documented, and the Special Audit Program must publish aggregate data reflecting outcomes and complaint resolution times for all Farms participating in the Special Audit Program, or provide it to the City upon request.
3. Farmworker Education. The Special Audit Program must have a substantive training regime in which workers receive regular, on-site training about their rights, the Special Audit Program’s independence, and how they may interact with the Special Audit Program. The Special Audit Program must offer trainers with fluency in each language preferred by at least 5% of the Farm’s workforce.

Bidder shall, within 10 days of receiving notice of award, for each Farm from which Bidder plans to source a Special Audit Item, provide proof that is, in the sole discretion of the City, sufficient to show that the Farm is in good standing with an independent Special Audit Program meeting the above requirements. If at any time Bidder sources a Special Audit Item from a different or additional Farm, Bidder shall provide the proof required by this paragraph with respect to the new Farm no later than 30 days prior to delivering any Special Audit Item from such Farm. Bidder shall not be entitled to payment for any Special Audit Item delivered to the City unless Bidder provides such proof for the Farm that produced such Special Audit Item, and such proof are accepted by the City prior to the delivery of such Special Audit Item. Notwithstanding the previous sentence, at the City’s sole option, the City may

approve payment of Special Audit Items if it receives adequate proof in the form described in this paragraph within 30 days after the delivery of such Special Audit Item. Updated proof required by this paragraph, must be provided annually for each Farm from which Bidder sources Special Audit Items. If Bidder is, at any time it is required, unable to provide the proof required by this paragraph, as to a particular Farm, the City may, at its sole option, excuse such requirement, if the City determines that the Bidder's failure to provide the required proof was due to a failure outside the Bidder's control, and that the Farm from which Bidder sourced the Special Audit Item was in good standing with a Special Audit Program as required herein at the time of delivery.

Notwithstanding the foregoing, Bidder may request a waiver of the above requirements, in whole or in part, in accordance with the specification waiver request procedure set forth in the New York City Purchase Contract, Part I. All requests for a waiver of these requirements must contain supporting documentation sufficient to show, in the sole discretion of the City, that 1) a substitute product otherwise meeting the requirements of this specification is not available; or 2) each available substitute product meeting the requirements of this specification is only available subject to significant commercial impediment, such as commercially unreasonable freight costs. If granted, such waiver shall be effective only for so long as, and to the extent the City determines that, the circumstances warranting the waiver persist; in no event shall such waiver extend past the term of the awarded contract. As soon as a substitute product meeting the requirements of this specification becomes available or the significant commercial impediment ceases to exist, Bidder shall notify the City and offer the substitute product or resume sourcing the original product meeting the above requirements. Nothing herein shall be construed as limiting or precluding Bidder from making a request for a product substitution or a request for a price adjustment in accordance with the procedures set forth in the New York City Purchase Contract, Part I.