

7 SCOPE OF WORK

This section details the scope of work for each Service included in this RFP. Services performed will be in accordance with any Agreement(s) developed as a result of this RFP and based on the terms provided herein or as otherwise agreed to by the City and Proposer.

7.1 Residential Collection Services

The successful Proposer shall provide Residential Collection Services to all current and future Residential Service Units, not including those who remain to be serviced by an HOA contract, including areas that may be annexed by the City, and developments that may be added to the City during the life of the contract. The City currently includes an estimated 36,710 occupied single-family households. Of those, approximately 10,000 are being served by HOA contracts who may, or may not, utilize the City contract. Each material stream shall be collected separately and shall not be commingled. Residential Collection Services shall include the following:

- A. **Trash Collection Services:** The successful Proposer shall collect one (1) time per week, year-round, on a scheduled collection day. All trash shall be placed in bags and then placed in 95/65-gallon Carts, including Residential Service Units with multiple Carts. No bags or loose items will be permitted outside of Carts, except for a designated Amnesty Week (the week following the Christmas Day Holiday) which allows Residential Service Units up to four (4) additional 30-gallon bags of Trash. The default cart will be 95 gallons. Residents may request a 65-gallon cart for the initial distribution and will have 90 days to change their cart size with no additional fee.

Trash collection services shall be provided in the base service to all Residential Service Units.

- B. **Recycling Collection Services:** The successful Proposer shall collect one (1) time per week, year-round, on the same scheduled collection day as Trash, all Recycling contained in 95/65-gallon Carts, including Residential Service Units with multiple Carts. No loose or additional items will be permitted outside of the Cart. Recyclable items shall be commingled for single stream collection and include:

- Metal cans, including aluminum and tin cans and lids
- Newsprint, magazines, junk mail, mixed office paper, chipboard (cereal boxes), and corrugated cardboard
- Plastic bottle, tub, jar and bucket with a plastic resin code of #1, 2, 4 and 5 (no bigger than 5-gallons)

The default cart will be 95 gallons. Residents may request a 65-gallon cart for the initial distribution and will have 90 days to change their cart size with no additional fee. Residents may also decline to receive a cart for recycling with no reduction of fee.

Recycling will be provided in the base service to all Residential Service Units.

- C. **Yard Waste Collection Services:** The successful Proposer shall collect one (1) time per week, year-round, all Yard Waste contained in up to ten (10) Yard Waste Bags or ten (10) Brush Bundles or a combination of Yard Waste Bags and Brush Bundles numbering not more than ten (10) items in total. Brush Bundles shall be less than four (4) inches in diameter and shall be securely tied in bundles not longer than forty-eight (48) inches long and eighteen (18) inches in diameter. Yard Waste Collection Service will be provided in the base service to all Residential Service Units.

- D. **Bulky Item Collection Services:** The successful Proposer shall collect on a quarterly, year-round basis, up to one Bulky Item from each Residential Service Unit at no charge. Additional bulky item collections can be scheduled separately with the hauler for a designated fee.

Quarterly Bulky item collection services will be provided in the base service to all Residential Service Units.

7.2 Non-Artificial Holiday Tree Disposal

The successful Proposer shall collect Holiday Trees following the Winter Holiday.

7.3 Interruptions of Service

The successful Proposer shall make accommodations to pause service for any Residential Service Unit who is away for a minimum of three (3) consecutive months with no fee.

7.4 Senior Discount

The successful Proposer shall provide a Senior Discount to each Residential Service Unit who can provide documentation of acceptance into the Senior Property Tax Credit Program.

7.5 Collection Location

The collection location for Residential Collection Services will be Curbside; however, reasonable accommodation shall be required for those with disabilities.

7.6 Disposal Site

All Trash and Bulky Items collected through the provision of collection services, unless otherwise determined by the City and Proposer, shall be delivered to one or more suitably licensed Disposal Site(s) which may be landfill site(s) or transfer station(s). The Contractor's Disposal Site shall operate in compliance with all applicable laws and regulations, and the Contractor shall supply copies of the site's operating permit or other compliance related documentation to the City upon request.

7.7 Material Recovery Facility

All Program Recyclable Materials, unless otherwise determined by the City and Proposer, shall be processed at a Material Recovery Facility and identified in the Proposal. The Contractor shall have and maintain sufficient capacity at the proposed Material Recovery Facility to receive and Process all Program Recyclable Material collected in the City throughout the Agreement Term. The Material Recovery Facility may be owned by the Contractor or subcontracted with another service provider. Proposers shall submit information about the proposed Material Recovery Facility and a commitment from the facility owner to receive and process Program Recyclable Material from the City for the duration of the Agreement Term as described in the agreement. The Proposer shall also identify an alternative Material Recovery Facility if the designated Material Recovery Facility is unable to accept any or all materials collected. There shall be no additional charge assessed for delivering material to an alternative Material Recovery Facility.

The Material Recovery Facility shall be compliant with all applicable laws and use processing equipment capable of complying with product specifications of secondary

material buyers including, but not limited to, product form, size, weight, density, and degree of contamination. In addition, the processing equipment capable of recovering ninety-five percent (95.0%) by weight of Program Recyclable Materials. The City reserves the right to review the Contractor's operating records and/or perform material composition audits to verify compliance with these requirements.

The Contractor shall market one hundred percent (100%) of Recovered Materials to secondary markets. Disposal of Program Recyclable Materials or Recovered Materials is strictly prohibited without the City's consent in writing. Upon request by the City, the Contractor shall provide information identifying where Program Recyclable Material is marketed, including location of such markets and whether markets are domestic or international. The Contractor shall also be responsible for Disposal of all Residue generated by processing of Program Recyclable Material. The Proposer shall include the cost of collection, hauling, and Processing Program Recyclable Materials and disposing of Residue in its unit prices for collection.

Disposal of Program Recyclable Materials by the successful Respondent or its processors shall be prohibited.

7.8 Yard Waste Processing Facility

All Yard Waste collected through the provision of collection services, unless otherwise determined by the City and Proposer, shall be delivered to a Processing Facility that is able to accept Yard Waste. The Processing Facility shall operate in compliance with all applicable laws and regulations.

7.9 Carts and Containers

The successful Proposer shall be responsible for Cart purchase, storage, delivery, maintenance, repair, and replacement services. The City will retain ownership of the carts and shall be provided with access to stored carts within 30 days of the termination of the agreement.

Carts shall be stored and maintained at a location provided by the Contractor and shall not be stored on City property. The successful Proposer shall provide such Cart services at no additional cost to the City and all costs shall be included in the Proposer's Cost Proposal.

All carts shall have a black base, with black lids for trash and yellow lids for recyclables. The program instruction QR code shall be placed on the lid.

The successful Proposer shall deliver carts to all Residential Units no sooner than two weeks before the initial pick up.

7.10 Unaccepted Set-Outs

In the event of an Unaccepted Set-Out, the Collection Services Contractor shall:

- A. Take a photograph of the entire set-out;
- B. Collect any portion that is properly set-out and can be easily separated;
- C. Leave an Unaccepted Set-out Notice stating the reason the set-out or portion of the set-out was designated an Unaccepted Set-out; and
- D. Record the location address.

7.11 Missed Collections

The successful Proposer shall verify the missed collections to identify residential service units in violation of set-out requirements. The successful Proposer shall not be liable for liquidated damages or shall not otherwise be deemed in default of the Agreement (or having caused an event which, with the giving of notice, would constitute an event of default) for a missed collection if such missed collection is caused by the following.

- A. A residential customer that fails to timely set-out its Trash Cart, Recycling Cart, Yard Waste, or Bulky Items.
- B. A residential customer that fails to place such materials at the designated collection location, as described in Section xx of the RFP.
- C. A residential customer that places material outside the cart at the time of collection.
- D. Inability of the Proposer to provide collection services for reasons beyond their control provided notice is given to all effected Residential Service Units.

The successful Proposer shall be responsible for documentation of all set-outs and verification of missed collections.

The successful Proposer shall be required to have dedicated resources that shall be deployed in response to missed collections.

Collection vehicles must be equipped with systems, capabilities, and/or technologies capable of documenting and tracking missed collections, as required by the Agreement.

7.12 Commingling of Materials

The Contractor shall not be allowed to commingle material collected under the Agreement with material collected from other sources outside the City except when approved in writing by the City.

Trash, Recycling and Yard Waste must be collected separately in accordance with Chapter 25 of the Code of General Ordinances. Materials may not be commingled.

7.13 Storm and Disaster Debris Management

The City may implement a plan for disaster debris management. The successful Proposer shall be required to continue provision of regular services, as defined in the Agreement during declared emergencies (unless otherwise prevented by situations of Force Majeure).

7.14 Education and Outreach

The Contractor shall provide supporting education and outreach. The Contractor shall have the following responsibilities related to public education and outreach:

- A. Cooperate with City related to education and outreach efforts, including providing information to support messaging.
- B. Provide a dedicated webpage for residential services, outlining the costs, provisions and compliant resolution.
- C. Distribute City-developed and printed public education materials upon request by the City.
- D. Maintain copies of information and notices left for Residents and Customers regarding unaccepted set out notices for compliance purposes.
- E. Develop and distribute printed materials with program introduction or

change notices prior to any significant route and service change or implementation of any new program.

7.15 Vehicle and Equipment Standards

The successful Proposer shall provide a fleet of collection vehicles and equipment sufficient in number and capacity to efficiently perform all services proposed including appearance, age, storage, and other specifications in the Agreement.

7.16 Spillage, Leakage, and Litter Control

The Contractor shall provide services in a manner that prevents litter, noise, odor, vermin, dust and other nuisances. Proposers shall submit information with their Proposals about their method of approach to meeting or exceeding minimum nuisance control standards.

7.17 Personnel Standards

The Contractor's employees shall be qualified, trained, licensed, and equipped to perform all duties in a safe, respectful, competent, and courteous manner in compliance with applicable laws and regulations, per the Agreement. Proposers shall submit information with their Proposals about their method of approach for satisfying or exceeding minimum personnel standards.

7.18 Customer Service and Communications

The Proposer understands, acknowledges, and agrees that customer service is important to the City. The Proposer shall work cooperatively with the City to maintain a high level of customer service and ensure that Collection Services are delivered in an accessible, professional, and responsible manner.

Key customer service requirements include:

- A. The Contractor shall provide a customer service call center during regular business hours to manage customer service requests and forwarded customer service requests received by the City.
- B. The Contractor shall make an initial response to customer service requests within eight (8) business hours of receiving the request.

- C. The Contractor shall strive to resolve all customer service requests within twenty-four (24) business hours of receiving the request.
- D. The Contractor shall track and report all customer service requests to the City on a weekly basis in a report format approved by the City.
- E. The Contractor shall provide the city with a point of contact for service and billing issues and/or an account representative.
- F. The Contractor shall meet with the City's Representative on a regular basis to discuss process improvements, performance metrics, performance issues, and service planning.

7.19 Billing

The successful Proposer shall be responsible for Implementing a billing system to invoice customers directly for service.

7.20 Days and Hours of Operation

The successful Proposer shall provide Collection Services as set forth in the Agreement. Collection Services shall be made during regular hours of operation unless otherwise agreed to by the City and successful Proposer as defined in the Agreement. Exceptions to regular collection hours are subject to Liquidated Damages, as described in the Agreement.

- A. Regular business hours of operation for Residential Services shall mean Monday through Friday, 7:00 AM to 7:00 PM.

7.21 Holidays

The Proposer may choose to not provide service on recognized holidays set forth in the Agreement including Thanksgiving Day (Fourth Thursday in November) and Christmas Day (December 25). Additional holidays including, New Year's Day (January 1), Memorial Day (Fourth Monday in May), Juneteenth (June 19), Independence Day (July 4), Labor Day (First Monday in September) and others requested by the Contractor and approved by the City. If a holiday falls on a weekday, and the contractor decides to not provide service, the Collection Day falling on the holiday and those following for the remainder of the week will shift to the next day of

the week with the final Collection Day occurring on Saturday.

7.22 Recordkeeping and Reporting

The Contractor shall maintain sufficient records to document fees charged, and services provided, and to demonstrate financial stability, and compliance with all legal requirements and terms and conditions of the Agreement. Such records shall be made available at any time during business hours for inspection by the City throughout the effective period of the Agreement and for a period of five (5) years after the final payment.

The Contractor shall also be required to report certain events to the City within specified timeframes and submit regular monthly and annual reports to the City as described in the Agreement.

7.23 Contingency Plan

At least ninety (90) days prior to the Service Commencement Date, the successful Proposer(s) shall submit a Contingency Plan to the City's Representative for review. The Contingency Plan shall show the Proposer's detailed arrangements to provide facilities, vehicles, equipment, personnel, subcontracted services, or other resources as required to maintain uninterrupted Service(s) during equipment failures, natural disasters, emergency downtime, outages, labor disputes or any other situation or condition that would impair Proposer's ability to provide Service(s), as applicable to each Service. The final approved Contingency Plan shall be included in the Agreement.

7.24 Transition Plan

The Proposer understands, acknowledges, and agrees that smooth transitions between service providers at the beginning and end of the Agreement is essential for the health and safety of the City and its residents. The Proposer shall cooperate fully with the City to ensure timely, smooth, and uninterrupted transitions between service providers at the beginning and end of the Agreement.

Not later than sixty (60) days after the date of contract award, the Contractor(s) shall submit a Transition Plan to the City's Representative for approval. The Transition Plan shall describe the Contractor's commitments and capabilities to support the City during

transition to Service delivery by the Contractor on the Service Commencement Date and transition to Service delivery by the subsequent Contractor or by the City upon termination of the Agreement. The final approved Transition Plan shall be included as part of the Agreement.

7.25 Inspection Rights

The City or any of its duly authorized representatives shall have access, within twenty-four (24) hours of notification, to inspect the Contractor's facilities and equipment, as the City deems reasonably necessary, to verify compliance with the terms of the Agreement. The City shall conduct the inspection of facilities and equipment during regular hours of operation. The Contractor shall make available to the City all reasonable assistance to facilitate performance of inspections.

7.26 Property Damage

Any Agreement(s) developed as a result of this RFP shall include standards to ensure that the Proposer takes all necessary precautions to protect public and private property during the performance of the Services, promptly notifies the City and the property owner in the event that any property damage occurs, and fully restores the damaged property to its original condition at no cost to the property owner in a timely manner.

7.27 Liquidated Damages

If the Proposer does not perform Service in a timely manner or pursuant to the terms of any Agreement developed as a result of this RFP, the City and/or residents will suffer damages which are difficult to determine and adequately specify. As a result, the Proposer agrees to the liquidated damages specified in the agreement.

7.28 Performance Metrics and Incentives

The City reserves the right to develop performance incentives as part of any Agreements(s) developed as a result of this RFP. Performance incentives may be established at the City's discretion to incentivize Contractor(s) to meet performance standards by waiving Liquidated Damages based on a proven track record of compliance.