
4

5 SECTION 3 SERVICE REQUIREMENTS

6 **3.1 GENERAL PROVISIONS**

7 **3.1.1 Proposer to Make Examination**

8 Each Proposer shall make its own examination, investigation and research
9 regarding the proper method of doing the work, all conditions affecting the work to be done, the
10 labor, equipment and materials, and the quantity of the work to be performed. The Proposer
11 agrees that it has satisfied itself by Proposer's own investigation and research regarding all of
12 such conditions, and that Proposer's conclusion to enter into the Agreement and execution of
13 the Agreement is based upon such investigation and research, and that Proposer shall make no
14 claim against the City because of any of the estimates, statements or interpretations made by
15 any officer or agent of the City which may prove to be in any respect erroneous.

16 **The Proposer assumes the risk of all conditions foreseen or unforeseen**
17 **and agrees to continue the work without additional compensation under whatever**
18 **circumstances may develop other than as herein provided. Each Proposer must**
19 **complete Form M, provided in Section 7 of this RFP.**

20 **3.1.2 Agreement Term**

21 It is expected that the Agreement(s) will become effective in January 2001.
22 Contractors shall begin Collection Services on July 1, 2002. The initial term shall therefore
23 commence upon the signing of the Agreement and terminate on June 30, 2007, but shall be
24 extended until June 30, 2010, and further extended to June 30, 2013, provided Contractor has
25 met specified performance requirements. In the event the extensions are granted the
26 Agreement will terminate on June 30, 2013.

27 The services provided by Contractors under the current Agreements in all
28 Service Districts of the City terminate on June 30, 2002. **Collection Services as defined and**
29 **specified in the Collection Services Agreement located in Section 6 of this RFP,**
30 **specifically including deliveries to customers of the Collection carts/bins, shall not begin**
31 **until July 1, 2002.**

32 The City will make payment to Contractors only after the Collection Services
33 have begun as specified in the Agreement.

34 **3.1.3 Transition Schedule**

35 The time between the formal Agreement signing and July 1, 2002 is intended to
36 allow the Contractor sufficient time to order equipment, prepare necessary routing changes,
37 obtain permits and licenses, establish/build facilities, begin the public awareness campaign as
38 part of the Contractor's transition program, and coordinate with the City's public awareness
39 campaign. The time between July 1, 2002 and September 30, 2002 will be used by Contractors

40 to implement changes in the Collection Services program, adjust routing, and integrate other
41 program changes as specified in this RFP and the executed Agreement(s). Contractor shall be
42 responsible for all Collection Services during that period as service is transitioned to the new
43 commingled Recyclable Materials Collection system. Each Contractor shall provide one
44 hundred percent (100%) of the Collection Services, including full implementation of commingled
45 Recyclable Materials Collection Services, by September 30, 2002.

46 **3.2 SERVICE DISTRICTS AND SERVICE TYPES**

47 To encourage participation in the proposal process by the greatest number of
48 Proposers, the City is grouping its Collection Service programs into three service types
49 ("Service Types"):

- 50 ■ Single-family Solid Waste and Recyclable Materials Collection Services (SFD),
- 51 ■ Multi-family Solid Waste and Recyclable Materials Collection Services (MFD),
52 and
- 53 ■ Yard Trimmings Collection and Residential Street Sweeping Services (YT&RSS).

54 The City of San Jose has been divided geographically into the following Service
55 Districts:

- 56 ■ Three (3) Service Districts for SFD Collection Service,
- 57 ■ Two (2) Service Districts for MFD Collection Service, and
- 58 ■ Three (3) Service Districts, corresponding to the three (3) SFD Collection Service
59 Districts, for the Yard Trimmings Collection and Residential Street Sweeping
60 Services.

61 Each Proposer may propose to provide any or all of the requested services in
62 any or all of the Service Districts. However, the City will limit awards of services as follows:

- 63 ■ SFD Collection Services. A Proposer may not be awarded more than two of the
64 three SFD Service Districts, and/or
- 65 ■ MFD Collection Service. A proposer may be awarded one or both of the MFD
66 Service Districts, and/or
- 67 ■ Yard Trimmings Collection and Residential Street Sweeping Services. A Proposer
68 may not be awarded more than two of the three Yard Trimmings Collection and
69 Residential Street Sweeping Program Service Districts.

70 ***In developing their responses to the RFP, Proposers should consider that***
71 ***the City seeks to minimize customer impacts resulting from a change in service***
72 ***contracts.***

73 **3.3 MINIMUM LEVEL OF SERVICES**

74 Table 3-1 summarizes the basic services that must be provided to all Service
 75 Districts of the City. If the Proposer wishes to offer additional services, that can be done and
 76 clearly marked as “Additional Contractor-Provided Services” and the costs associated with
 77 providing these services should be listed separate from the cost of the basic services. **The**
 78 **Agreement for Collection Services set forth in Section 6 of these RFP documents con-**
 79 **tains the specific terms and conditions related to the performance of the Collection**
 80 **Services. To the extent that there are any inconsistencies between other Sections of the**
 81 **RFP and the Agreement, the terms of the Agreement shall prevail.**
 82

TABLE 3-1 SUMMARY OF COLLECTION SERVICES	
A. SFD SERVICES	SERVICE SUMMARY
Single-family weekly Residential Solid Waste Collection (curbside or on-premise Collection)	Automated Collection with 32, 64, or 96 gallon wheeled Carts currently available. Upon Agreement termination, City shall retain ownership of Carts in use. 20 gallon Cart option using inserts. Contractor to use Carts currently in use, which are owned by the City. Contractor to maintain/replace Carts as needed. Collection of Tagged Garbage Bags. Contractor to provide Carts to new service recipients, as needed.
Single-family weekly Recyclable Materials Collection and processing (curbside or on-premise Collection)	Automated Collection with 32, 64, or 96 gallon wheeled Carts to be provided by Contractor. Upon Agreement termination, City shall retain ownership of Carts in use. Single-stream commingled Collection. Processing, marketing, and sale of Recyclable Materials to be provided by Contractor. Contractor shall retain 100% of the revenue from sales of Recyclable Materials. Collection day to coincide with SFD Solid Waste Collection. Contractor to meet minimum annual 35% diversion requirement. Incentive payments for additional diversion as per Agreement.
Large Item Collection	Resident requested service. Contractor shall meet minimum annual 50% diversion requirement.
Used oil and filters Collection and processing	Containers provided by Contractor. Weekly Collection. Contractor responsible for Collection, processing, marketing, and sales. Collection day to coincide with SFD Solid Waste Collection.

TABLE 3-1 SUMMARY OF COLLECTION SERVICES	
A. SFD SERVICES	SERVICE SUMMARY
Mixed Use Dwelling (MUD)	<p>Contractor to provide SFD Collection Services to eligible residential MUD participants.</p> <p>Eligible Business MUD participants have the sole option to select SFD Collection Services.</p> <p>Contractor provided MUD services to be billed in accordance with SFD service rates.</p>
Periodic neighborhood cleanup program	<p>At least three (3) one-day cleanup events per year per Council District. Cleanup event hours: 6:00 a.m. – 8:00 p.m.</p> <p>Number and capacity of Roll-Off Containers per cleanup event and event location to be specified by the City.</p> <p>City to communicate date and location of cleanup events to Service Recipients in the Service District.</p> <p>Residents to drop-off materials at the containers. Contractor to provide a minimum of one (1) Contractor staff at each container location; City staff may request additional number of containers.</p> <p>Contractor service rate based on number of containers. CDA will be provided.</p> <p>Contractor shall meet minimum annual 50% diversion requirement.</p>
Billing and rate adjustment	<p>City to pay Contractor monthly based on service provided.</p> <p>Contractor NOT responsible for customer billing and payment collection.</p>
Public Education and Outreach Program	<p>Contractor provided transition and ongoing program.</p> <p>Contractor support and coordination with City program.</p>
Monitoring & reports	<p>Contractor to utilize City online Customer Service System (CSS) to provide required data.</p>

TABLE 3-1 SUMMARY OF COLLECTION SERVICES	
A. SFD SERVICES	SERVICE SUMMARY
Customer service	<p>Contractor must maintain an office in San Jose and must staff office during the hours of 8 a.m. – 6 p.m. Monday through Friday and Saturdays following holidays.</p> <p>Contractor to utilize Customer Service System to maintain logs of all customer service calls.</p> <p>24-Hour phone service. Phone service must be staffed between 8 a.m. – 6 p.m. Monday through Friday and Saturdays following recognized holidays. Phones must be answered by an employee within five (5) rings.</p> <p>Include City customer service phone number on all customer service information and on the Collection containers and vehicles – (408) 277-2700.</p>
B. MFD SERVICES	
Weekly multi-family Residential Solid Waste Collection	<p>Bin Collection, with majority of bins provided by Contractor; bin size and Collection frequency based on customer needs.</p> <p>Contractor must have service agreement with Service Unit.</p>
Weekly multi-family Recyclable Materials Collection and processing	<p>Bin and Cart provided by Contractor; bin size and Collection frequency based on customer needs.</p> <p>Commingled Collection of Recyclable Materials. Processing, marketing and sale of Recyclable Materials to be provided by Contractor. Contractor shall retain 100% of the revenue from sales of Recyclable Materials.</p> <p>Contractor shall meet the annual minimum diversion requirements: 25%, 30%, and 35% respectively on first, second, and third year of service.</p> <p>Incentive payments for additional diversion as per Agreement.</p> <p>Collect on MFD Solid Waste Collection Day.</p>
Large Item Collection	<p>Property Manager requested.</p> <p>Contractor shall meet minimum annual 50% diversion requirement.</p>
Used oil and filters Collection and processing	<p>Optional for properties interested in participating.</p> <p>Containers provided by Contractor.</p> <p>Weekly Collection.</p> <p>Contractor responsible for Collection, processing, marketing, and sale.</p> <p>Collect on MFD Solid Waste Collection day.</p>

TABLE 3-1 SUMMARY OF COLLECTION SERVICES	
B. MFD SERVICES	SERVICE SUMMARY
Mixed Use Dwelling (MUD)	<p>Contractor shall provide MFD Collection Services to eligible residential MUD participants.</p> <p>Eligible Business MUD participants have the sole option to select MFD Collection Services.</p> <p>Contractor provided MUD services to be billed in accordance with MFD service rates.</p>
Billing and Rate Adjustment	<p>City to pay Contractor monthly based on service provided.</p> <p>Contractor NOT responsible for customer billing and payment collection.</p>
Public Education and Outreach Program	<p>Contractor provided transition and ongoing program.</p> <p>Contractor support and coordination of City program.</p>
Monitoring & Reports	<p>Contractor to utilize City online Customer Service System (CSS) to provide required data.</p>
Customer service	<p>Contractor must maintain an office in San Jose and must staff office during the hours of 8 a.m. – 6 p.m. Monday through Friday and Saturdays following holidays.</p> <p>Contractor to utilize Customer Service System to maintain logs of all customer service calls.</p> <p>24-Hour phone service. Phone service must be staffed between 8 a.m. – 6 p.m. Monday through Friday and Saturdays following recognized holidays. Phones must be answered by an employee within five (5) rings.</p> <p>Include City customer service phone number on all customer service information and on the Collection containers and vehicles – (408) 277-2700.</p>

TABLE 3-1 SUMMARY OF COLLECTION SERVICES	
C. YT & SS SERVICES	SERVICE SUMMARY
Weekly Yard Trimmings Collection and processing (On-Street, Cart or On-Premise Collection), and Residential Street Sweeping	<p>Yard Trimmings Collection and Residential Street Sweeping to be provided as combined services.</p> <p>Yard Trimmings Collection from Large Civic Service Units.</p> <p>Yard Trimmings Collection from Small Civic Service Units.</p> <p>Contractors shall provide for mechanized, uncontainerized Yard Trimmings Collection (unlimited). Customers to set out loose yard trimmings.</p> <p>Contractors shall provide 32, 64, and 96 gallon Yard Trimmings Carts for optional Subscription Cart Collection Service.</p> <p>Contractors shall provide 32, 64, and 96 gallon Yard Trimmings Carts for Mandatory Cart Collection Service.</p> <p>Yard Trimmings Collection day to coincide with SFD Solid Waste Collection day.</p> <p>Posting & removal of temporary parking signs for Modified Sweeps.</p> <p>Contractor must divert an annual minimum of 95% of Yard Trimmings Collected.</p> <p>Sweeping on both sides of each street (minimum: monthly service). Street sweeping to start at 7 a.m. and to be done one Work Day after Yard Trimmings Collection.</p>
Billing and rate adjustment	<p>City to pay Contractor monthly based on service provided</p> <p>Contractor NOT responsible for customer billing and payment collection.</p>
Public Education and Outreach Program	<p>Contractor provided transition and ongoing program.</p> <p>Contractor support and coordination of City program.</p>
Monitoring & reports	<p>Contractor to utilize City online Customer Service System (CSS) to provide required data.</p>

TABLE 3-1 SUMMARY OF COLLECTION SERVICES	
C. YT & SS SERVICES	SERVICE SUMMARY
Customer service	<p>Contractor must maintain an office in San Jose and must staff office during the hours of 8 a.m. – 6 p.m. Monday through Friday and Saturdays following holidays.</p> <p>Contractor to utilize Customer Service System to maintain logs of all customer service calls.</p> <p>24-Hour phone service. Phone service must be staffed between 8 a.m. – 6 p.m. Monday through Friday and Saturdays following recognized holidays. Phones must be answered by an employee within five (5) rings. Include City customer service phone number on all customer service information and on the Collection/street sweeping vehicles – (408) 277-2700.</p>

83 **3.4 GENERAL SERVICE REQUIREMENTS**

84 The following applies to the Service Types, as indicated in Table 3-2.

85 **3.4.1 Weekly Collection**

86 The Contractor(s) shall provide weekly Collection of Residential Solid Waste and
 87 Recyclable Materials (including Used Oil and Used Oil Filters), and/or weekly Collection of Yard
 88 Trimmings (including non-artificial Christmas trees) to all eligible Service Units including
 89 designated Small Civic Units. Except as set forth in the Collection Services Agreement,
 90 Collection of Residential Solid Waste, Recyclable Materials and Yard Trimmings within each
 91 Service District will be on the same day. SFD Collection will be done weekly, and MFD
 92 Collection will be done at least weekly, with the additional MFD Collection days and Bin sizes to
 93 be determined based on customer needs. **Establishment of SFD Solid Waste Collection
 94 days shall be given priority; therefore, Recyclable Materials and Yard Trimmings
 95 Collection days must correspond with established Residential Solid Waste Collection
 96 days. However in scheduling Yard Trimmings for MFD Service Units utilizing On-Street
 97 Collection, CONTRACTOR may give consideration to adjacent SFD Yard Trimmings
 98 routes and the requirement that Residential Street Sweeping take place one Work Day
 99 after the Yard Trimmings Collection and may schedule the MFD Yard Trimmings
 100 Collection to coincide with an adjacent SFD Yard Trimmings route.**

101 **3.4.2 Collection Schedule**

102 Except as is set forth in the Collection Services Agreement, regular Residential
103 Solid Waste, Recyclable Materials and Yard Trimmings Collections shall be provided to each
104 Service Unit on the same day each week between the hours of 6:00 a.m.– 6:00 p.m.

105 **3.4.3 Street Sweeping Schedule**

106 Regular Residential Street Sweeping shall be performed at least one Work Day
107 per month at the time as set forth in Article 5.D of the Collection Services Agreement. Street
108 sweeping shall be performed one Work Day after the Yard Trimmings Collection.

109 **3.4.4 Modified Residential Street Sweeping Service**

110 The City has identified a number of neighborhoods where the standard means of
111 notifying, advertising and sweeping need to be augmented in order to reduce the impact of
112 parked cars during sweep days. To address this problem, modified street sweeping is used. In
113 a modified sweep, the Contractor posts temporary “No Parking” signs to be enforced during the
114 regular sweep day. The Contractor also arranges for enforcement with the appropriate City
115 agency, and prepares to have the area swept when the parking impact has been minimized.
116 Many of the specific areas are located near apartment complexes and educational areas that
117 may lack off-street parking. Contractors will be required to perform a minimum of: seven (7)
118 modified sweeps per month in Service District A; three (3) modified sweeps per month in
119 Service District B; and four (4) modified sweeps per month in Service District C.

120 A current list of specific Modified Street Sweeping areas in each Service District
121 will be developed and maintained by the Contractor using parked vehicle counts and other
122 information. The Contractor(s) will be required to submit a detailed plan and schedule on the
123 servicing of the areas per Service District on or before January 15, 2002 for review and approval
124 by the City. The City may suggest different methods of special sweeping to balance the parking
125 and sanitation needs of the residents. Supervision, equipment, labor cost for placement of door
126 hangers and flyers, and other associated costs shall be included in the unit cost per curb mile
127 for Street Sweeping.

128 The City currently has several areas that have permanent citation or tow-away
129 signs that prohibit parking on sweep days (Poco, Santee, Alviso, Magliocco, Cadillac,
130 Hoffman/Via Monte, Roundtable, South Campus, Rocksprings and Lanai Cunningham). Over
131 the next five years or more, permanent signs will be installed in other areas of the City that
132 qualify. The Contractor shall coordinate its efforts to provide a sweeper when the parking impact
133 is minimized. These areas will not count towards the modified requirements described above.

134 Occasionally, other City agencies (e.g. Project Crackdown and Streets and
135 Traffic's Community Services section) will target specific neighborhoods for tow-away modified
136 sweeps. In these instances, the City agency will initiate the request, post the appropriate signs,
137 and arrange for enforcement. The Contractor shall coordinate its efforts with the City agency to

138 provide a sweeper when the parking impact is minimized. These areas will not count towards
139 the modified requirements described above.

140 All proposals shall include a detailed analysis of how modified street sweeping in
141 awarded areas will be accomplished.

142 **3.4.5 Collection and Street Sweeping Vehicles**

143 The vehicle types selected shall be specifically designed and manufactured for
144 Collection of Residential Solid Waste, Recyclable Materials and Yard Trimmings, or for
145 Residential Street Sweeping. The Collection vehicles shall be appropriate for the type of
146 Collection methods and Collection Carts, Bins and containers anticipated to be used by the
147 Contractor. The vehicle(s) shall provide for a reasonable level of flexibility with regard to future
148 materials that may be Collected.

149 The City wishes to minimize air quality impacts associated with Collection
150 Services. Accordingly, the City wishes Contractors to transition to Alternative Fuel Vehicles
151 (AFVs) over a five-year period, beginning July 1, 2002, if economically feasible.

152 The purpose of this requirement is to incorporate requirements and incentives
153 that will help the City reduce energy consumption and air pollution. In alignment with the City of
154 San Jose's Sustainable City goals, the City would like to minimize adverse impacts on the
155 environment resulting from service delivery. In 1998, the California Air Resources Board (ARB)
156 classified particulate emissions from diesel-fueled engines as a Toxic Air Contaminant. The
157 ARB has begun the process to determine measures that will be taken to reduce the public's
158 exposure and particulate matter emissions from diesel-fueled engines. This may lead to more
159 stringent restrictions on emissions levels from heavy-duty engines. (See the "Other" Section of
160 the Appendices for Alternative Fuel Vehicle information).

161 All fleets will be expected to comply with existing and future emissions standards
162 as developed by the California Air Resources Board or other regulatory agency. Acceptable
163 measures for meeting fleet emission standards include the use/transition of fleet to alternative
164 fuels (such as natural gas or clean diesel) over the term of the Agreement. Proposer should
165 include with their proposals anticipated vehicle fleet emissions and plans for meeting emissions
166 standards as adopted by the ARB or other regulatory agency. This may include a plan for
167 transitioning its fleet to alternative fuels over the term of the program. Costs associated with
168 such a plan should also be included.

169 **3.4.6 Contractor Provided Bins and Carts**

170 The Garbage Carts currently in use are owned by the City and will continue to be
171 used for SFD Collection Service; these Carts were initially deployed in 1993. Contractor will be
172 required to repair and replace those Carts, as necessary. Contractor will also be required to
173 provide Garbage Carts to new Service Recipients.

174 Contractor will be required to provide procurement and distribution services, for
175 all Recycling Carts and Yard Trimmings Carts, to all eligible Service Recipients in the Service
176 Districts. The Carts will be initially provided to all eligible Service Recipients and throughout the
177 term of the Agreement to all new eligible Service Recipients and on a replacement basis, to
178 eligible Service Recipients as needed. Recycling Carts will be readily identifiable to help
179 promote the program, and be imprinted with the program's logo and phone number. All Carts
180 must be durable, ultraviolet light stabilized, to the extent possible made with content of
181 recyclable materials, and warranted as set forth in Exhibit 5. ~~to last a minimum of eleven (11)~~
182 ~~years.~~ The City will approve the type(s) of Carts and Bins. See Exhibits 5 and 6 ~~4~~ to the
183 Collection Services Agreement for Cart and Bin specifications.

184 Contractor shall be responsible for maintenance and replacement of Carts and
185 Bins throughout the term of the Agreement.

186 There are a limited number of Roll-Off Compactors and Garbage Bins that are
187 owned by some MFDs that Contractor will Collect but will not be responsible for maintaining
188 other than for damage caused by the Contractor. The City will provide the list of these MFDs to
189 the appropriate Contractors prior to April 1, 2002.

190 **3.4.7 Method of Disposal**

191 The Contractor shall deliver all appropriate Residential Solid Waste Collected
192 under the Agreement to the Newby Island Landfill, the disposal site approved by the City. The
193 City will only pay for disposal of materials Collected in the City under the provisions of the
194 Collection Service Agreement.

195 **3.4.8 Recyclable Materials and Yard Trimmings**

196 The Contractor shall provide for the Collection, processing, marketing, and sales
197 of Recyclable Materials, at a minimum, from the following material categories: paper, glass,
198 ferrous and non-ferrous metals, plastics, textiles, and Used Oil and Used Oil Filters. The
199 Contractor shall also provide for the Collection, processing (which may be subcontracted by
200 Contractor), marketing, and sale of Yard Trimmings only, including non-artificial Christmas trees;
201 Article 1 of the Collection Services Agreement includes a definition of the minimum acceptable
202 Recyclable Materials. The City reserves the right to include additional program materials and
203 may provide additional Contractor compensation, initiate pilot programs, and enter into new
204 agreements for additional processing.

205 **3.4.9 Materials Transport for Recyclable and Yard Trimmings Materials**

206 The Contractor is to transport all Collected Recyclable Materials and Yard
207 Trimmings to a processor or to market. The Contractor will not, under any circumstances, be
208 allowed to dispose of Recyclable Materials or Yard Trimmings by landfilling and Yard Trimmings
209 cannot be used as Alternative Daily Cover (ADC). If the City determines that the Contractor has

210 landfilled Recyclable Materials or Yard Trimmings, administrative charges will be assessed and
211 repeated offenses may lead to termination of the Agreement.

212 **3.4.10 Marketing, Processing and Sale**

213 The Contractor shall be responsible for the processing, marketing, and sale of
214 Recyclable Materials, Used Oil and Used Oil Filters and Yard Trimmings Collected under the
215 terms of this Agreement. The Contractor will be entitled to retain 100 percent (100%) of all
216 applicable proceeds. The City does not wish to participate in revenue sharing with the
217 Contractor, nor will they participate in any market risk allocation.

218 **3.4.11 Minimum Diversion Requirements**

219 As is set forth in the Collection Services Agreement, the City requires each
220 Contractor providing SFD Collection Services to achieve a minimum annual Residential Solid
221 Waste and Recyclable Materials diversion rate of thirty five percent (35%) per Service District,
222 and a minimum annual Large Item diversion rate of fifty percent (50%) per Service District. SFD
223 diversion calculation methodology is set forth in Article 7.A of the Collection Services
224 Agreement.

225 As set forth in the Collection Services Agreement the City requires all
226 Contractors providing MFD Collection Services to achieve a minimum annual Residential Solid
227 Waste and Recyclable Materials diversion rate per Service District of twenty five percent (25%)
228 the first year, thirty percent (30%) the second year and thirty five percent (35%) for all years
229 thereafter and a minimum annual Large Item diversion rate of fifty percent (50%) per Service
230 District. MFD diversion calculation methodology is set forth in Article 7.B of the Collection
231 Services Agreement.

232 As set forth in the Collection Services Agreement, the City requires each
233 Contractor providing Yard Trimmings Collection Services to achieve a minimum annual Yard
234 Trimmings diversion rate per service District of ninety-five percent (95%). Yard Trimmings
235 diversion calculation methodology is set forth in Article 7.C of the Collection Services
236 Agreement.

237 All diversion requirements will be calculated on a calendar year basis beginning
238 January 1, 2003. Contractor's failure to meet the minimum diversion requirements may result in
239 Agreement termination or administrative charges.

240 **3.4.12 Contractor Provided Public Education and Outreach Program**

241 Contractors must prepare, submit and implement an annual Public Education
242 and Outreach Program as set forth in the Collection Services Agreement.

243 **3.4.13 City Provided Public Education and Outreach Program**

244 The City will coordinate with Contractors to provide outreach materials for
245 Contractor distribution and to provide direction for Contractor outreach efforts. The City will also
246 develop materials for its own program. Targeted campaigns will be created by City staff, or
247 contracted advertising agencies to address specific messages, materials, or areas of the City
248 where diversion can be increased. Targets will be determined by program data obtained by
249 Contractors and City officials. The City's Public Education and Outreach Program is outlined in
250 the "Outreach" Section of the Appendices.

251 **3.4.14 Reporting Requirements**

252 The Contractor will be required to utilize the City Customer Service System to
253 keep records and submit required data and information to the City. The Contractor will also be
254 required to maintain and make available for City review, weight receipts for all materials
255 collected and brokered or disposed of by the Contractor. Contractor will have necessary
256 software to provide seamless electronic data exchange with the City. Innovations in data
257 collection are encouraged. Article 16 of the Collection Services Agreement sets forth the
258 specific data elements to be reported.

259 **3.4.15 Customer Service System**

260 The Contractors will use the Customer Service System (CSS) the City is
261 currently in the processes of instituting. The Contractors will be using the same system that the
262 City uses, including customer service screens, workorder function, etc.

263 The system includes all the functions a Contractor will need in order to perform
264 its customer service and specific operational services. The capabilities of the system include:
265 customer demographic information, route and collection day information, call comments,
266 workorders, and miscellaneous customer information. The City will have sole access to the
267 financial and billing functions of the system.

268 The system is an Ardent database based application that performs on a PC
269 platform, using a Unix operating system. The screens have a graphical user interface and
270 customer information becomes more detailed by drilling down through the screens. The server
271 is on-site at the City's 777 N. 1st Street facility. An on-site operator will maintain the hardware
272 and software of the system. The system is backed up daily, with regular backup tapes
273 maintained off-site. A contingency plan has also been developed in case of any system failure.

274 The Contractors will have a modem link to the system. Access will be limited to
275 the information required for the Contractors to perform their services, such as service location
276 information, property owner information, customer information, routes and collection days, and
277 workorders. The City will have access to all the information available to the Contractors and,
278 additionally, will have financial and billing functions on the system. The Contractors, as well as

279 the City, will have access to all the service locations in the City, encompassing single-family and
280 multi-family service recipients.

281 The City will maintain all service location and property owner information. New
282 service locations will be added into the database by the City. The City also has a property
283 ownership database that is used to update property owner records.

284 Both the City and the Contractors will be able to enter customer comments, and
285 workorders for service requests. However, only the City will have the authority to close
286 workorders such that a charge is posted to the account. The system allows for a workorder to
287 show that it has been completed without a charge being posted to an account.

288 The Contractors will be required to use the City service codes that have been set
289 up in the system. There are service codes for all the services the City provides.

290 Because all information pertaining to charging the customer will be included in
291 the system, the City will generate the reports required for payment to the Contractors, including
292 the invoice. The Contractors will have access to reports that are necessary for their operations
293 and for providing information that the City requests. The City may create these reports for the
294 Contractors or allow the Contractor access to the system's report writer function.

295 The system may or may not be directly compatible with other software the
296 Contractors use. However, information from the system can be downloaded into a standard
297 database format for export to other systems, such as a scale house and mapping software, if
298 applicable.

299 Any route or collection day change initiated by the Contractor would need to be
300 coordinated with the City so that the appropriate changes will be able to be made to the system.
301 The updating would most likely take place by the Contractors submitting an electronic file to the
302 City. The system is GIS compatible; so all routing can be based on the system. There are
303 screens which show service type, route, and collection day for use by customer service agents
304 or operations.

305 **3.4.16 Contractor Payments**

306 The Contractor shall be paid monthly by the City based on the service provided
307 by the Contractor in accordance with the terms of the Collection Service Agreement using the
308 services rates as specified in Exhibit 1 to the Collection Services Agreement.

309 The Contractor may be required to provide Collection Services on an emergency
310 services basis prior to the estimated start dates as indicated in this Section. If the City requires
311 the Contractor to provide emergency services, emergency service rates shall be charged in
312 accordance with the rates set forth on Exhibit 1 to the Collection Services Agreement.