

EXHIBIT 14:
BULKY GOODS COLLECTION SERVICE AGREEMENT

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EXHIBIT 14
BULKY GOODS COLLECTION SERVICE AGREEMENT

This Exhibit governs Bulky Goods Collection Service (Bulky Service) for eligible SFD and MFD Service Addresses, and Service Recipients.

A. OVERVIEW

1. Per Sections 9.05 and 10.05 of the Contract, and subject to the limitations of Section B of this Exhibit, CONTRACTOR shall provide Bulky Goods Collection Service to SFD and MFD Service Addresses, and to Service Recipients in individual Dwelling Units. This service shall target bulky Recyclable and non-recyclable items that are not typically Collected as part of Mixed Material and Organics Collection Services or Residential Recycling Collection Services. The goals of Bulky Goods Collection Service are:
 - a. Convenient and safe collection and processing of household items that cannot be Collected in the weekly Mixed Material and Organics Collection Services or Residential Recycling Collection Services;
 - b. High waste diversion through Recycling; and
 - c. Minimization of illegal disposal/dumping.
2. CONTRACTOR shall provide Bulky Goods Collection Service appointments on Work Days during residential Collection hours per Contract Section 6.02.1, with the exceptions that CONTRACTOR shall recover Friday missed Collections on Saturday, and CONTRACTOR may, at its discretion, schedule Bulky Goods Collection Service appointments on Saturdays.
3. CONTRACTOR shall ensure adequate customer service and operational capacity to provide service upon demand for all eligible households, per the criteria in Section C.2.
4. CONTRACTOR shall leave a Non-Collection Notice for unacceptable items (described in Section E.1.) that it left uncollected.
5. CONTRACTOR shall notify CITY of all non-collected items per Attachment A of this Exhibit.
6. Beginning July 1, 2016, CITY and CONTRACTOR agree to meet and confer annually to evaluate the effectiveness of the Bulky Goods Collection Service program, and consider adjustments to the service.

B. ELIGIBILITY

All SFD and MFD Service Addresses shall be eligible for Bulky Goods Collection Services as described in this Exhibit. Additionally, all Service Recipients in SFD and MFD Dwelling Units shall be eligible for certain Bulky Goods Collection Services as described in this Exhibit.

1. Each SFD Dwelling Unit shall be eligible for an Annual Pickup consisting of one (1) Full Service Collection Event, as defined in Section D of this Exhibit, per Contract Year, at no additional charge to the Service Recipient, Customer or CITY. In addition to the Annual Pickup, each SFD Service Address shall be eligible for additional Full Service Collection Events (Pay-As-You-Go Pickups) at the Bulky Goods Pay-As-You-Go Pickup Maximum Services Rates as set forth in Exhibit 1 to the Contract.
2. Each MFD Dwelling Unit shall be eligible for an Annual Pickup consisting of one half of one (1/2) Full Service Collection Event per Contract Year as described in Section D of this Exhibit at no additional charge to Service Recipient, Customer or CITY. In addition to the Annual Pickup, each MFD Dwelling Unit shall be eligible for additional Full Service Collection Events (Pay-As-You-Go Pickups) at the Bulky Goods Pay-As-You-Go Pickup Maximum Services Rates as set forth in Exhibit 1 to the Contract.
3. CONTRACTOR shall be required to accept appointments for Annual Pickups from SFD and MFD Customers and Service Recipients.

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4. CONTRACTOR shall only be required to accept appointments for Pay-As-You-Go Pickups that are billed to the account associated with the Service Address from SFD and MFD Customers.
5. CONTRACTOR shall be required to accept appointments for Pay-As-You-Go Pickups from Service Recipients in any SFD or MFD Dwelling Unit when such services are billed to the personal credit card of the SFD or MFD Service Recipient requesting the service.

C. CUSTOMER SERVICE

1. CONTRACTOR'S CUSTOMER SERVICE REPRESENTATIVES (CSR) SHALL REVIEW THE FOLLOWING POINTS WITH THE SERVICE RECIPIENT WHEN SCHEDULING A BULKY GOODS COLLECTION SERVICE APPOINTMENT:
 - a. Confirmation of whether the appointment is for an Annual Pickup or Pay-As-You-Go Pickup;
 - b. Items the Customer or Service Recipient intends to set out;
 - c. List of acceptable/unacceptable items setout standards per Sections D and E of this Exhibit;
 - d. Confirmation of Service Recipient's current telephone number; and
 - e. Explicit information regarding the caller's financial liability for overage charges and CITY fines.
2. Collection shall be scheduled for and provided on a date within two (2) weeks of the appointment call, unless the caller requests a later date. CONTRACTOR shall notify CITY if CONTRACTOR cannot schedule appointments within two (2) weeks for any reason.
3. CONTRACTOR shall send an Appointment Confirmation Notice accompanied by (or included within) a Bulky Goods Collection Service brochure no later than the next Work Day after the appointment is scheduled.
4. CONTRACTOR shall Collect on the scheduled appointment day all improperly prepared but otherwise acceptable Recyclable items, and may charge for Overage for such items per Section F.
5. CONTRACTOR shall propose measures to ensure that large Bulky Goods Collection Service Collection events shall be managed to ensure Service Recipient satisfaction and to minimize blight. Examples of such measures include but are not limited to: on-site meetings with Customers; site visits to determine setout location and assess potential access issues; and allocating appropriate resources to ensure complete and on-time Collection.

D. ACCEPTED ITEMS

1. One (1) "Full Service Collection Event" shall include Collection of:
 - a. Up to three (3) cubic yards (equal to approximately twenty [20] 32-gallon bags) of non-recyclable Bulky Goods, which include but are not limited to furniture, home remodeling debris (subject to Section E.) and other household items;
 - b. Two (2) large appliances;
 - c. Four (4) electronic devices as described in the California Code of Regulations Title 22, §66260.201 that require handling as "Covered electronic devices" (CED) (video display devices including but not limited to televisions and computer monitors);
 - d. Four (4) tires, including tires on rims;
 - e. Four (4) mattresses or box springs;
 - f. Four (4) carpets;
 - g. Computers;
 - h. Consumer electronic products;

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- i. Scrap metal;
 - j. Corrugated cardboard;
 - k. Unpainted/untreated wood; and
 - l. Plant Debris.
2. One half (1/2) of a "Full Service Collection Event" shall include collection of:
- a. Up to one-and-a-half (1.5) cubic yards of non-recyclable bulky items, which include but are not limited to furniture, home remodeling debris (subject to Section E.) and other household items;
 - b. One (1) large appliance;
 - c. Two (2) electronic devices as described in the California Code of Regulations Title 22, §66260.201 that require handling as "Covered electronic devices" (CED) (video display devices including but not limited to televisions and computer monitors);
 - d. Two (2) tires including tires on rims;
 - e. Two (2) mattresses or box springs;
 - f. Two (2) carpets;
 - g. Computers;
 - h. Consumer electronic products;
 - i. Scrap metal;
 - j. Corrugated cardboard;
 - k. Unpainted wood; and
 - l. Plant Debris.
3. Recyclable items shall be prepared as described in Attachment B to this Exhibit.
4. Setouts shall be placed within three (3) feet of the curb or paved surface of the public roadway, closest accessible roadway, or other such location agreed to by CONTRACTOR and Service Recipient that provides safe and efficient accessibility to CONTRACTOR'S Collection crew and vehicle.

E. NON-ACCEPTED ITEMS

1. The following items set out for Collection shall not be Collected by CONTRACTOR:
 - a. Rocks, dirt, and concrete.
 - b. Household Hazardous Waste.
 - c. Any single item (excluding appliances and furniture) that weighs more than seventy five (75) pounds.
 - d. Items that might otherwise be acceptable, but due to the condition of the items or the manner in which they have been positioned for Collection, these items pose a risk to the safety of CONTRACTOR'S staff, or a risk of property damage, and CONTRACTOR'S staff is unable to mitigate these risks by using alternative Collection methods or safe handling procedures.
2. CONTRACTOR shall:
 - a. Leave a Non-Collection Notice for all non-collected items, advising the Service Recipient of the reason item(s) were not Collected, and listing the contact information for the Alameda County Household Hazardous Waste Facility.
 - b. Make digital photographs of the uncollected setout available to CITY that clearly identifies the

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Service Address.

- c. Notify CITY and Service recipient per Section J.
- d. Follow up with Service Recipients whose setouts or partial setouts are not collected per E.1.d.:
 - i. Contact the Service Recipient on the appointment day and explain the specific conditions, as determined by CONTRACTOR field staff who assessed the safety risk, that need to be corrected in order to make the items acceptable (examples: "nails on wood must be flattened", or, "items in unstable stack must be placed on the ground", etc.)
 - ii. Schedule one (1) final recovery pick up of item(s) with Service Recipient if they agree to correct the unsafe conditions.
 - iii. If Service Recipient does not agree to correct the unsafe conditions, inform them that CONTRACTOR will notify CITY, and that they may be subject to CITY fines if they fail to either bring the items back onto their property or dispose of them in a legal manner.
 - iv. Update the daily notification to CITY to indicate the disposition of the item(s).

F. OVERAGE FEES

1. CONTRACTOR may charge Overage fees, per cubic yard of material, for non-Recyclable items and/or improperly prepared Recyclable items, set out in excess of three (3) cubic yards, per the SFD and MFD Maximum Service Rates set forth in Exhibit 1. Such Overage fees may be charged only when CONTRACTOR completes Collection of the set-out on the scheduled appointment date. In the case of street closure caused by construction, police activity, or other similar conditions on the scheduled appointment date, when CONTRACTOR completes Collection on the first Work Day following the street closure.
2. For 2-4 unit SFD buildings and all MFD buildings, material set out in excess of the amount scheduled for the appointment (e.g., 2 units of a 4-unit SFD are scheduled [eligible for 6 cubic yards], and 8 cubic yards are set out; or 5 units of a 10-unit MFD are scheduled [eligible for 7.5 cubic yards] and 10 cubic yards are set out), CONTRACTOR shall Collect all items set out. The Overage shall be deducted from the account's remaining balance of Annual Pickup(s) for that Contract Year. CONTRACTOR may charge Overage fees if the account does not have a sufficient balance of Annual Pickups to cover the Overage, for that portion of the Overage that is not covered by the remaining balance. CONTRACTOR shall notify Service Recipient and Customer if they are different in writing of the deduction and/or Overage charge per this Section.
3. For all Overage charges billed, or assessed per Section F.2, CONTRACTOR shall promptly provide to the Customer and Service Recipient if they are different, and make available to CITY, the following documentation:
 - a. Digital photographs of the set out at the time of Collection, which clearly identify the Service Address.
 - b. Citation of:
 - i. Number of total cubic yards set out.
 - ii. Number of Overage cubic yards.
 - iii. Number of residential units attributed to the set-out.
 - iv. Date of scheduled appointment and date of Collection.
4. All Overage charges shall appear on Customers' regular Collection Service bill as a discreet line item identified as "Bulky Goods Collection Service Overage" or similar language, and cite the date that the Bulky

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Goods Collection Service was provided. For Service Recipients who ordered Pay-As-You-Go service, Overage charges shall be billed as a separate transaction on the Service Recipient's credit card.

G. PUBLIC EDUCATION AND COMMUNITY OUTREACH

1. The following outreach materials shall be developed by CONTRACTOR in conjunction with CITY and used to notify eligible Customers and Service Recipients:
 - a. Bulky Goods Collection Service promotional literature to be send via pre-sorted First Class mail to Customers and Service Recipients, not less than two (2) times per year;
 - b. Appointment Confirmation Notice (described in Section C.3); and
 - c. Non-Collection Notice(s) for items that were not collected due to:
 - i. Unacceptable items set out; or
 - ii. Improperly set out Recyclable items that were Collected but could not be recycled, such as Plant Debris contained in plastic bags, and may be subject to Overage charge.
2. All Bulky Goods Collection Service public education materials shall be provided in English with phone numbers for Spanish, Vietnamese, and Chinese language translation services. CITY may change the languages listed herein to comply with CITY's Equal Access Bulky Service requirements.

H. REPORTING

1. CONTRACTOR shall include Bulky Goods Collection Service data in its monthly report in a format acceptable to CITY including:
 - a. Number of eligible residential Dwelling Units
 - b. Number of appointments, in aggregate, and broken out by:
 - i. SFD Annual Pickups (per month and year-to-date)
 - ii. SFD Pay-As-You-Go Pickups (per month and year-to-date)
 - iii. MFD Annual Pickups (per month and year-to-date)
 - iv. MFD Pay-As-You-Go Pickups (per month and year-to-date)
 - v. Service Recipient Pay-As-You-Go Pickups (per month and year-to-date)
 - c. Number of setouts Collected (per month and year-to-date)
 - d. Number of appointments for which there were no setouts (per month and year-to-date)
 - e. Number of setouts greater than three (3) cubic yards (per month and year-to-date)
 - f. Number of setouts at which items were left uncollected (per month and year-to-date)
 - g. Quantity in Tons of Bulky Goods Collection Service material Landfilled (per month and year-to-date)
 - h. Quantity in Tons of Bulky Goods Collection Service material Diverted from Landfill for Recycling (per month and year-to-date)
 - i. Item counts for large appliances, CED (including but not limited to televisions and computer monitors), tires, mattresses and carpets (per month and year-to-date).
2. Twice per year CONTRACTOR shall apply a statistical significance method to quantify, in Tons, the material recovered from processing Mixed Loads. The methodology shall be approved by CITY.

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I. NON-COMPLIANT SETOUTS

1. CONTRACTOR shall work closely with CITY staff to ensure that all non-compliant setouts are promptly identified and proper notification is promptly made. It is the intention of this Exhibit that CONTRACTOR operations personnel in the field who observe non-compliant setouts and potential illegal dump sites shall immediately report these to the appropriate contacts at CONTRACTOR and at CITY, so that disposition of the setout can be determined and appropriate action can be taken without delay. Non-compliant setouts include, but are not limited to:
 - a. Setouts that were placed at the curb earlier than one (1) day before scheduled service date.
 - b. Setouts partially picked up by CONTRACTOR with non-acceptable items left at curb.
 - c. Any set-out that CONTRACTOR'S staff observe that might be illegal dumping.

J. NOTIFICATION TO CITY OF OAKLAND AND TO CUSTOMER AND SERVICE RECIPIENT, IF DIFFERENT

1. CONTRACTOR shall send a list of each week's scheduled Bulky Goods Collection Service appointments no later than 2 PM on the Friday prior to the Collection week to designated CITY contacts per Attachment A of this Exhibit.
2. CONTRACTOR shall have an internal system to confirm whether or not every scheduled setout is actually Collected on its scheduled Collection day. In the event of a missed or incomplete pick up CONTRACTOR shall do the following:
 - a. Notify CITY via email no later than 8:00 AM on the day following the scheduled appointment unless the appointment is scheduled for a Saturday, in which case the following Work Day;
 - b. Notify the Service Recipient no later than 9:00 AM on the day following the scheduled appointment and confirm that recovery will be made on the day following the scheduled appointment unless the appointment is scheduled for a Saturday, in which case the following Work Day;
 - c. Recover set-out on the day following the scheduled appointment, including recovery of Friday setouts on Saturday, but the following Work Day if the appointment is scheduled for a Saturday.

K. COLLECTION AND PROCESSING

In order to help meet CITY's waste diversion goals, CONTRACTOR shall deliver all loads to a MRF for recycling:

1. Loads (if any) containing both recyclable and non-recyclable items, ("Mixed Loads") shall be delivered to a MRF for processing. A statistically significant method to quantify recovery from Mixed Loads delivered to and processed at the MRF shall be employed at a minimum twice per year (per Section H.2.). No Mixed Loads shall be directly delivered to a Landfill or for transfer to Landfill without being processed for recovery at a MRF.
2. Large appliances, electronic devices, tires including tires on rims, mattresses, box springs, computers, consumer electronic products, scrap metal, corrugated cardboard, unpainted wood, carpets and Plant Debris shall be recycled.
3. CITY reserves the right to direct CONTRACTOR to take Bulky Goods Collected pursuant to this Exhibit to a designated site or sites for the purpose of permitting persons who will reuse or recycle such Bulky

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Goods to obtain the Bulky Goods at no cost. CONTRACTOR shall have no obligation to Dispose of the Bulky Goods or Bulky Good Residue remaining at the directed site or sites after reusers and recyclers have removed reusable or recyclable Bulky Goods. CONTRACTOR shall be entitled to an adjustment to the service rates to reflect any increased costs arising from CITY's direction.

4. All Diversion from Bulky Goods Collection Service shall be credited to CITY.

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Attachment A
Notification to CITY, Service Recipient of Non-Collection

Contact information in this attachment subject to change. CONTRACTOR shall use updated contact information as provided by CITY.

ITEM#	Deliverable	Section	NOTIFICATION DEADLINE	Contact
1	List of addresses by day of each week's scheduled bulky pick up appointments.	J.1.	2 PM on the Friday prior to the collection week	(Distribution list TBD)
2	List of addresses where scheduled setouts, or portions of setouts, were not picked-up on the scheduled date.	J.2.	8:00 AM on the day following the scheduled appointment	
3	Notify and update CITY of status of declined pickup of safety risk items	E.2.		
4	List of addresses where scheduled setout was not collected in its entirety due to non-collection of <i>hazardous</i> , non-acceptable items.	E.1.b..		Office of Emergency Services: Call 510-238-3938 lgriffin@oaklandnet.com
5	a) Notify Service Recipient of missed pickup of any acceptable items	E.2.a.	a) Day of appointment	a) Leave Non-collection Notice
	b) Confirm recovery on day following scheduled appointment	J.2.b.	b) 9 AM on day following appointment	b) Phone Service Recipient at phone number per C.1.f.
6	a) Notify Service Recipient of declined pickup of non-accepted or improperly set out items	E.2.a	a) Day of appointment	a) Leave Non-collection Notice
	b) Communicate specific corrective steps to have improperly set out items recovered.	E.2.d.	b) Day of appointment	b) Phone Service Recipient at phone number per C.1.f.

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Attachment B
Preparation of Acceptable Recyclable Items

CONTRACTOR'S Bulky Goods outreach shall instruct Service Recipients to prepare setouts according to the following.

1. Items may be set out no earlier than one (1) day prior to scheduled appointment and no later than 6 a.m. of the scheduled pickup day.
2. Items must be grouped by material:
 - a. Separate bulky items
 - b. Place large metal appliances, tires including tires on rims, mattresses, and electronic items in distinct groups for efficient collection and recycling
 - c. All metal and or plastic containers in which materials are set out shall be emptied and returned to the curb by CONTRACTOR unless Service recipient communicates otherwise.
 - d. Citations may be issued and fees assessed to property owner if Bulky Service rules are not followed.
 - e. Items may not be stacked in an unsafe/unstable manner whereby removing an item would cause items to fall against person and/or property.
3. Lumber, carpet and similar items must be securely tied in bundles which may not exceed four (4) feet long or seventy-five (75) pounds.
4. Large metal appliances:
 - a. Remove doors from refrigerators for safety
 - b. Tape shut doors and drawers of stoves, dishwashers, etc.
5. Scrap metal:
 - a. Place small items in boxes
 - b. Tie larger items in bundles no more than 4 feet long
6. Plant Debris:
 - a. Place loose Plant Debris in paper bags, typically available at local hardware stores
 - b. Place in own container – up to 32-gallon
 - c. Unpainted/untreated wood can be recycled with Plant Debris
 - d. Securely tie bundles of branches and unpainted/untreated wood. Bundles may not exceed four (4) feet long or seventy five (75) pounds. Individual pieces may not exceed six (6) inches in diameter
 - e. Plant Debris set out in plastic bags cannot be recycled, and shall be counted toward:
 - i. The 3 cubic yards of disposal, or
 - ii. Overage charges if applicable
7. Electronic items:

Consumer electronic products, including Universal Waste Electronic Devices (UWED) and Covered Electronic Devices (CED) as described in the California Code of Regulations Title 22.