



**Request for Proposal (RFP)  
for  
Solid Waste Collection and Disposal Franchise**

**RFP #21/10**

**BIDS DUE NO LATER THAN: 5:00pm on  
January 31, 2022**

**27 S. Main Street  
Yerington, NV 89447  
775.463.6531  
[www.lyon-county.org](http://www.lyon-county.org)**

**Lyon County, Nevada  
NOTICE TO PROPOSERS**

PROJECT TITLE: Solid Waste Collection and Disposal Franchise

NOTICE IS HEREBY GIVEN that Lyon County, Nevada will receive written, sealed proposals only, for the SOLID WASTE AND RECYCLING COLLECTION AND DISPOSAL FRANCHISE (as described in request for proposal specifications). Said proposals will be received and opened publicly by the Lyon County Clerk/Treasurer, located at 27 South Main Street, Yerington, Nevada 89447 NO LATER THAN **5:00 p.m. on January 31, 2022**. The Board of Lyon County Commissioners, at their regularly scheduled meeting on March 3, 2022 may tentatively award the franchise. Proposals postmarked but not received by January 31, 2022 will not be accepted. Proposer submittals may not be sent via the Internet/e-mail and will not be entertained for award by Lyon County.

The right is reserved to accept or reject any Bid/Proposal or to accept any combination of proposals deemed by Lyon County to be in the best interest of Lyon County. Lyon County reserves the right to waive any irregularities and/or informalities in the proposal process.

PROPOSERS MAY obtain a Request for Proposal packet from the Lyon County Community Development Department located at 27 South Main Street, Yerington, Nevada 89447 or on the County's website at: <http://www.lyon-county.org>. Proposers are to bid on all of the items listed in the Request for Proposal Conditions and Specifications.

All Proposals are to be delivered in sealed envelopes, marked: **"RFP Number 21/10, Solid Waste Collection and Disposal Franchise."**

For further information, contact Lyon County Community Development – Planning Division at (775) 463-6591; Option 2. The individual responsible for coordinating this bid is: **Andrew Haskin, Community Development Director; [ahaskin@lyon-county.org](mailto:ahaskin@lyon-county.org)**.

# **Specifications (Specific to Project)**

**RFP GENERAL OVERVIEW**  
**RFP #21/10 – Solid Waste Collection and Disposal Franchise**

**Introduction**

Lyon County, Nevada is requesting proposals from qualified providers for the collection, transfer, processing and disposal of solid waste from residential, multi-family and commercial accounts within the unincorporated areas of the County and for County facilities, operations and events. Lyon County is interested in receiving proposals from companies that have demonstrated experience in providing collection services equivalent to those described in the conditions and specifications of this RFP, and that place a high priority on customer service and safety.

**RFP TIMELINE**

R.F.P. Available to Proposers	December 8, 2021
Written Proposals submitted	January 31, 2022
Proposal Evaluation	February 1, 2022 to March 2, 2022
Award Announcement	March 3, 2022

**STATUS OF SUCCESSFUL PROPOSER**

Successful proposer shall have the status of an "Independent Contractor" as defined by current State and Local Statutes and shall not be entitled to any or all rights, privileges, benefits and emoluments of an employee of Lyon County.

**CONTRACT REQUIREMENTS**

The "Sample Contract" provided in the RFP document is an example of the contract the awarded vendor will be required to sign at the time Lyon County and Vendor agree to a specific scope of work. Potential vendors requiring changes to terms contained within the "Sample Contract" must note their exceptions in their RFP response. Exceptions will be considered when evaluating potential vendors.

**NEGOTIATION(S)**

Lyon County shall reserve the right to negotiate any terms and conditions of proposals received, with the final candidate(s) prior to acceptance/rejection of said proposal(s).

Upon determination of the winning firm(s) by the Board of County Commissioners, Lyon County will commence negotiations with those firms that will be selected for contract.

## **Background Information**

The information presented in this section and related Attachments are for informational purposes only. Each Proposer should take whatever steps it believes are necessary to determine the actual service requirements of the County and understand service conditions when preparing a proposal.

The population for the unincorporated area of Lyon County is estimated to be approximately 33,000 persons (source: based on 2020 U.S. Census Bureau data). The estimated number of households in the unincorporated area of Lyon County, as of 2021, is as follows (source: Lyon County Assessor's Data).

<u>Area</u>	<u>Households</u>
Dayton, Mound House & Silver City -	7,157
Mason Valley -	1,882
Silver Springs -	2,602
Smith Valley -	772
Stagecoach -	1,157

Currently, solid waste collection and disposal services are provided by a franchisee and a subcontractor. The franchisee provides service in the Dayton, Mound House, Silver City, Silver Springs and Stagecoach areas. The subcontractor provides service in the Mason and Smith Valley areas. The present franchisee owns and operates a transfer station in Dayton, and a substandard transfer station in Silver Springs, and the subcontractor owns and operates transfer stations in Mason Valley and Smith Valley.

Below is a summary of the customers serviced by the current Franchisee and subcontractor combined:

Single Family Residential Customers (all types): 11,077 Customers

Commercial Customers by Size and Collection Frequency:

1 yard one time per week: 4 Customers  
1.5 Yard one time per week: 5 Customers  
2 yard one time per week: 45 Customers  
2 yard two times per week: 1 Customer  
3 yard one time per week: 38 Customers  
3 yard three times per week: 2 Customers  
4 yard one time per week: 53 Customers  
4 yard two times per week: 7 Customers  
4 yard three times per week: 1 Customer  
6 yard one time per week: 39 Customers  
6 yard two times per week: 6 Customers  
6 yard three times per week: 7 Customers

### **Total Yards Collected:**

Residential 48,023 compacted cubic yards

Commercial 4,845 compacted cubic yards

### **Transfer Station Public Volumes:**

Silver Springs 103 loose cubic yards

Dayton 14,313 loose cubic yards

Current rates are provided in Attachment 1

## **Scope of Work**

### **1) Definitions**

**Approved Landfill:** A site holding a valid permit to permanently deposit municipal solid waste in accordance with all applicable laws and regulations of the United States, the State of Nevada, the Nevada Environmental Commission and any other agency with lawful jurisdiction.

**Brush:** Plants or grass clippings, leaves or tree trimmings.

**Bulky Wastes:** Stoves, refrigerators which have CFC's removed by a certified technician, water tanks, washing machines, all other household appliances, furniture, loose brush and other materials that do not exceed 75 lbs., and other waste materials other than construction debris, dead animals, or stable matter with weights or volumes greater than those allowed for containers.

**Bundle:** Tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding four (4) feet in length, or 75 lbs. in weight.

**Cart:** A Franchisee-owned wheeled cart that is a plastic container with 64 or 96 gallons of capacity; designed for and used with a hydraulic lifting mechanism; weighing not over 80 pounds per 64 gallon capacity and 180 pounds per 96 gallon capacity when full; fitted with a sturdy handle and a cover; be rodent and insect resistant; and be capable of holding collected liquids without spilling when in an upright position.

**Commercial and Industrial Waste ("C & I Waste"):** Waste collection from business establishments, public buildings or places, and buildings of a commercial nature containing dwelling units or living accommodations of a temporary or transient nature, including, but not limited to motels, hotels, boarding houses and rooming houses, as well as Waste generated by persons living in an apartment house, mobile home park, recreational vehicle park, or campground, of three (3) or more units, and any Waste generated by not-for-profit associations or corporations.

**Construction and Demolition Waste ("C & D Waste"):** Solid waste of non-putrescible material, generated from the demolition, construction, or remodel of building structures. Waste containing any amount of putrescible material or garbage is not considered to be Construction and Demolition Waste ("C & D Waste") and requires the mixture to be collected as garbage pursuant to all applicable regulations and provisions of any franchise agreement in force.

#### **Garbage:**

- A. Putrescible animal and vegetable waste resulting from the handling, storage, preparation, cooking, and sale and serving of food and beverage.

This includes, but is not limited to:

1. Offal, swill, kitchen and table waste, and other organic animal and vegetable waste;
2. Bottles, cans, cups, plates, utensils, containers, and/or covering of any construction or material that has been in intimate contact with food, confection and/or beverage;
3. Any component used in the preparation or manufacture of matter intended for animal or human consumption; and
4. Such matter and/or materials listed in (1) through (3) above that have been discarded without first being sanitized.

## B. Infectious Waste.

The mixing, addition or commingling of garbage with rubbish, trash, or other waste matter, renders the entire resulting mixture as garbage and requires the mixture to be handled as garbage.

**Putrescible Waste:** Waste that is capable of decaying, rotting or becoming putrid.

**Refuse:** Refers generally to all forms of discarded solid waste, including garbage, rubbish, and waste matter.

**Recyclable Material:** Has the meaning ascribed to it in NRS 444A.013 and means solid waste that can be processed and returned to the economic mainstream in the form of raw materials or products, as determined by regulations adopted by the State Environmental Commission.

**Solid Waste:** Has the meaning ascribed to it in NRS.444.490 which includes all putrescible and non-putrescible refuse in solid or semi-solid form, including, but not limited to, garbage, rubbish, junk, vehicles, ashes or incinerator residue, street refuse, dead animals, demolition waste, construction waste, solid or semisolid commercial and industrial waste. The term does not include "hazardous" waste as the term is defined by NRS 459.400 to 459.600, inclusive.

**Transfer Station:** A facility and/or building structure for the temporary collection and compaction of solid waste so that an economical method of transportation of solid waste to an approved landfill is utilized. Transfer stations must not require customers to transfer Solid waste into dumpsters or other containers with the exception of recyclable materials, hazardous waste, and bulky items that must be disposed of separately. Transfer Stations should accommodate for the use of dump trailers.

**Waste:** means any unwanted or discarded material resulting from any activity, including but not limited to Solid Waste and Recyclable Materials.

## 2) Franchise Area

The unincorporated areas of Lyon County, including, but not limited to the areas commonly referred to as the communities of Silver City, Mound House, Dayton, Eldorado Lakes, Dayton Valley, Mark Twain, Stagecoach, Silver Springs, Wabuska, Mason, Mason Valley, Smith, Wellington, and Smith Valley. "Franchise Area" shall not include the cities of Fernley and Yerington.

## 3) Collection Services

### **Base Services**

The base services provide for an exclusive franchise agreement for solid waste collection and disposal services. The franchisee would enjoy an exclusive franchise for residential, and commercial and industrial collection and disposal. Additionally, the franchisee would enjoy an exclusive franchise for the operation of transfer stations within the unincorporated area of Lyon County.

Exceptions to exclusivity include solid waste generated by a resident or business and transported by such resident or business to an approved landfill or transfer station; and waste material generated from yard clean up services, tree trimming, gardening, landscaping, and the like, where the collection and hauling of refuse

is incidental to the labor necessary to provide the service. Franchisee shall not be obligated to pick up Hazardous Waste, including refrigeration appliances that have not had CFC's removed by a certified technician, tires, automobile/vehicle batteries, petroleum products, paints and other chemicals and solvents identified as hazardous by the U.S. Environmental Protection Agency as a part of a routine collection service. The collection of some types of Hazardous Waste at Transfer Stations may be required in accordance with a household hazardous waste program. In addition, Franchisee shall not be required to collect Carts or containers that are not set out or filled in accordance with, or do not meet Franchisee's collection requirements or that are not accessible to Franchisee. Additional Exceptions are outlined under each collection type below.

**A. Exclusive Franchise Agreement for Residential Waste Collection and Disposal**

The exclusive duty, right and privilege of collecting, removing, transporting and disposing or otherwise handling all Solid Waste and recyclable materials, including but not limited to, garbage and refuse, generated, deposited and accumulated from single family residential units within the unincorporated County.

Collection at residential premises served by the Franchisee shall be a minimum of once weekly. The rates for residential collection shall include, at a minimum, a regular rate and a senior rate. The regular residential collection rate shall include the collection of approximately ninety-six (96) gallons of Solid Waste, and an additional approximately one cubic yard of Refuse and Waste matter that may be placed in boxes, bundles, disposal plastic bags, or other suitable containers that meet the limitations specified in the definition of Bulky Waste, which is equivalent to six (6) thirty-two (32) gallon cans, bags, boxes or bundles. Each item shall not exceed seventy five (75) pounds in weight or four (4) feet in length. Each residential customer shall be provided the opportunity to receive a 96-gallon cart by Franchisee, or may request a smaller, 64-gallon cart as a substitute. A customer may provide their own containers and Franchisee shall not charge any additional fee for the collection of solid waste from customer owned containers, provided that such containers do not pose a safety hazard to Franchisee's collection workers or collection vehicles, and provided further that Franchisee shall not be responsible for normal wear and tear or other damage to such customer owned containers unless caused by Franchisee's negligence. When the sixty-four (64) gallon service level is requested by a customer other than a senior, it does not include the additional cubic yard of waste.

The senior residential collection rate shall have an eligibility age of 62 years old, or older, and include the collection of sixty-four (64), or more, of Solid Waste in a container(s), and an additional approximately one cubic yard of Refuse and waste matter that may be placed in boxes, bundles, disposal plastic bags, or other suitable containers that meet the limitations specified in the definition of Bulky Waste.

Residential customers shall be able to request one (1) additional ninety-six (96) gallon cart from Franchisee as a part of the collection of the additional yard of refuse and waste matter. Franchisee may charge the residential customer a cart rental fee but may not charge an additional service charge for the additional cart. The extra cart and rental fee shall not entitle residential customers to more than one (1) additional cubic yard of refuse and waste matter. Additional carts may be provided for a fee as set forth in the rate schedule.

Additionally, franchisee may charge an additional fee as set forth in Exhibit A when optional yard service is provided. Yard service charges are allowed when service to the customer's container requires walk in or drive in service. Where yard service is provided, Franchisee shall not be responsible for damage to private roadways or adjacent property, and Franchisee may require a damage waiver agreement or decline to provide service on such private roads.

**Exceptions to Exclusivity for Residential Waste Collection**

The following exceptions to exclusivity exist for residential waste collection:

- Refuse generated by a resident and transported by such resident to an approved landfill or transfer station;
- Recyclable materials or bulky items that are source separated from solid waste by a service recipient for which the waste generator sells or is otherwise compensated by a collector in a manner resulting in a net payment to the waste generator;
- On-call construction and demolition debris collection service using a roll-off truck and roll-off box;
- Solid waste, recyclable materials, bulky items and/or C&D removed from a premise by a company (e.g., gardener, landscaper, tree-trimming service, construction contractor, residential clean-out service) as an incidental part of the service being performed by the company where the company uses its own vehicle and employees for the collection and transportation of such materials;
- Green waste disposed of through programs provided by Fire Protection Districts;
- Removal and transportation of bulky items or other material as part of the service of providing a replacement item when such removal and transportation is provided by the vendor who sold the replacement item;
- Hazardous waste regardless of its source;
- Roll off dumpsters that are not part of a regularly scheduled service.

**B. Exclusive Franchise Agreement for Commercial & Industrial (C & I) Waste Collection and Disposal**

The exclusive duty, right and privilege of collecting, removing, transporting and disposing or otherwise handling all Solid Waste and recyclable material, including but not limited to, garbage and refuse, generated, deposited and accumulated from commercial and industrial establishments within the unincorporated County.

All commercial and industrial customers shall use either Franchisee owned 96-gallon carts for Solid Waste collection service, or collection service will be provided in Franchisee owned steel containers ranging in size from 1-yard to 40-yard containers and 10- yard to 40-yard compactors. Collection and removal of Solid Waste from the premises of commercial, institutional and industrial customers shall be at such frequency as shall be reasonably requested by the owner or agent. Collection service shall be at a frequency to maintain premises free of accumulation of Waste.

**Exceptions to Exclusivity for Commercial and Industrial Waste Collection:**

- Refuse generated by a business and transported by such business to an approved landfill or transfer station;

- Recyclable materials or bulky items that are source separated from solid waste by a service recipient for which the waste generator sells or is otherwise compensated by a collector in a manner resulting in a net payment to the waste generator;
- On-call construction and demolition debris collection service using a roll-off truck and roll-off box;
- Solid waste, recyclable materials, bulky items and/or C&D removed from a premise by a company (e.g., gardener, landscaper, tree-trimming service, construction contractor, residential clean-out service) as an incidental part of the service being performed by the company where the company uses its own vehicle and employees for the collection and transportation of such materials;
- Green waste disposed of through programs provided by Fire Protection Districts;
- Removal and transportation of bulky items or other material as part of the services of providing a replacement item when such removal and transportation is provided by the vendor who sold the replacement item;
- Hazardous Waste regardless of its source;
- Roll off dumpsters that are not part of a regularly scheduled service.

### **C. Exclusive Franchise Agreement for Transfer Station Operations**

The exclusive duty, right and privilege of constructing, operating and maintaining transfer stations in community areas specified by the County for the temporary collection and compaction of solid waste, and other collecting or otherwise handling Recyclable Materials and Household Hazardous Waste, as may be required under the franchise agreement, so that an economical method of transportation of solid waste to an approved landfill is utilized. Franchisee may fulfill this requirement through a subcontract with the owner/operator of a transfer station that meets all regulatory requirements.

Transfer stations shall be operated in Dayton, Silver Springs, Mason Valley and Smith Valley. All transfer stations are to have consistent days and hours of operation unless otherwise approved by the Board of County Commissioners. Transfer stations must not require customers to transfer Solid waste into dumpsters or other containers with the exception of recyclable materials, hazardous waste, and bulky items that must be disposed of separately. Transfer Stations should accommodate for the use of dump trailers.

### **D. Recyclable Materials**

The Franchisee shall have the exclusive, duty, right, and privilege of collecting, removing, transporting, and disposing of or otherwise handling all Recyclable Materials generated, deposited, and accumulated at the Transfer Stations, which shall include meeting all applicable regulatory requirements. The collection of Recycling Materials shall at a minimum comply with the requirements set forth in NRS 444A as applicable, or as may become applicable, to Lyon County. The Franchisee agrees that it shall provide and maintain recycling drop off service at Franchisee's Transfer Stations. Franchisee shall be entitled to retain any revenues generated from the sale of the recyclable materials. Recyclable Materials acceptable for drop off shall include cardboard, newspapers, magazines, office paper, plastics 1 through 10, aluminum, tin cans, and glass; provided, however, if Franchisee demonstrates to the County's satisfaction that recyclable

commodity markets for certain of the above listed materials are not viable, then Franchisee shall not be required to accept such materials for drop off and processing. At a minimum, demonstration of the lack of a viable market shall require the Franchisee to show, through accounting and analytical methodologies acceptable to the County, that markets are not available to allow the Franchisee to break even on the Franchisee's overall recycling program as required under this Franchise Agreement. All items but glass shall be collected commingled in one container. Recycling drop off service will be provided to County residents free of charge, and Franchisee shall provide the County with an annual report of the number of tons recycled each year. Additionally, Franchisee will provide free drop off of up to 3 gallons of antifreeze, 5 gallons of motor oil and up to 5 car or equipment batteries. Exceptions to exclusivity include source separated Recyclable Materials that are donated by the generator to youth, civic, charitable or other nonprofit organizations, Source separated Recyclable Materials generated by commercial customers that are placed in containers, have less than 5% residual or 95% of the source separated material is recyclable, and are collected through a private arrangement with the generator and the generator is compensated at market rates for the recyclables collected. Additionally, property owners may personally self-haul and deposit Recyclable Materials at any licensed/permitted recycling facility.

The Franchisee will be required to submit to the Franchisor an annual report of the number of tons of each material that was recycled for the previous year. The recycling report is due to the Franchisor by February 15th.

E. **Collection at County Facilities**

Franchisee will provide collection and disposal of all Solid Waste, without cost or charge, at all buildings, parks and other facilities owned by Lyon County which are open to the public and operating under normal conditions. This complimentary service provided to Lyon County shall not apply to the disposal of any form of Solid Waste that requires special handling or equipment, solid waste resulting from natural disasters, and businesses operating for profit on County properties under special licensing or franchise agreements. The cost of this service shall be considered as a normal cost of operations for determining collection rates. A list of current County facilities and service levels is included in Attachment 3, this list may be modified at any time by Lyon County with 30 days' notice to Franchisee.

In addition, Franchisee will provide collection and disposal of solid waste for the following:

**County Clean-Up Service**

Franchisee, in response to a request from the Community Development Director at least thirty (30) days in advance, shall provide collection vehicles, bins and/or roll-off box containers and staff necessary for temporary clean-up programs at a centralized collection site, including but not limited to organized area clean-ups. Franchisee shall transport and deliver the collected materials to the disposal facility, the materials recovery facility, or such other facility as is appropriate for the disposition of the materials.

**On-Call Bulky Item Service**

During the term of this Agreement, Franchisee shall provide bulky item collection service to

Lyon County service units in the County.

**Neighborhood Clean-up Program**

Beginning July 1, 2022 and annually thereafter during the term of this Agreement, Franchisee shall conduct two Neighborhood Clean-Up days per year, where residential customers are permitted to place bulky items curbside on a designated day according to designated parameters. The number of tires collected as part of each Neighborhood Clean-Up shall be limited to four (4) passenger car and light truck tires per household.

**On-Call Collection of Illegally Dumped Bulky Items**

During the term of this Agreement, Franchisee shall provide on-call collection of illegally dumped Bulky Items as requested by Lyon County. Within 24 hours of notification by the County, Franchisee shall collect the item(s). Franchisee shall provide a designated contact to Lyon County for notification of illegally dumped items.

**F. Construction and Demolition Waste**

It is understood that the right and privilege of collecting, removing, transporting and disposing or otherwise handling Construction and Demolition Waste (“C & D Waste”), generated, deposited and accumulated from residential units and commercial and industrial establishments within the unincorporated County shall be non-exclusive. Others may also enter into non-exclusive franchise agreements with Lyon County to collect, remove, transport and dispose or otherwise handle Construction and Demolition Waste (“C & D Waste”), provided such parties obtain all necessary County permits and licenses, and comply with all applicable laws and regulations. For purposes of clarification, Waste containing any amount of putrescible material or garbage is not considered to be C&D Waste and requires that the mixture be collected as Solid Waste exclusively by Franchisee. Franchisee shall not be responsible for paying any franchise fees on the collection of C&D Waste, unless such franchise fees are also applied to the collection of such C&D Waste by third parties.

**G. Household Hazardous Waste Program**

Franchisee will work with the County and its various fire districts to provide for a Household Hazardous Waste Program at each Transfer Station in the unincorporated area of the County at a minimum of once annually. The collection of Household Hazardous Waste shall at a minimum comply with the requirements set forth in NRS 444A as applicable, or as may become applicable, to Lyon County.

**H. Disaster Relief**

In the event of a natural disaster or other County emergency, Franchisee shall use commercially reasonable efforts to provide assistance to Franchisor in the form of equipment, labor, and disposal services. Emergency contingencies may occur where in order to protect the health and safety of the public the County deems it necessary to permit and/or contract with other entities, companies or services to collect, transport or dispose of solid waste resulting from an emergency and/or disaster. Rates must be included in the rate schedule.

I. **Brush/Bulky Wastes Collection**

A special collection service for large amounts of brush/bulky wastes and/or bundles, available to all residential customers on request and for a fee, except as specified in the description of residential collection. Fee must be included in the rate schedule.

J. **Unusual Accumulations Collection**

The collection of unusual accumulations of solid waste, as provided in the franchise agreement. Such collection services may be made at an additional charge to a customer. Fee must be included in the rate schedule.

K. **Vouchers for Free Disposal Service**

During the term of this Agreement, each single family residential customer shall be issued a voucher once per year, which shall entitle such customer to dispose of up to four (4) cubic yards of Solid Waste, free of charge, at a Transfer Station owned or operated by Franchisee. The voucher must be a punch card or have separate coupons to allow customers to dispose of solid waste in half yard increments. The Franchisee shall provide the voucher to each single family residential customer of record in the first quarter of each calendar year. New customers would be provided a voucher in their "Welcome Packages." The customer shall be responsible for the removal of CFC's from any refrigeration type unit prior to disposal at the Transfer Station. The voucher does not provide for free CFC removal. The first year's voucher shall be provided upon commencement of service. Vouchers are not to expire throughout the term of this agreement.

#### 4. **Standards for Collection and Operation**

A. **Compliance with Law**

Franchisee shall comply with all laws and regulations applicable to Franchisee's operations, including laws, ordinance, rules, and regulations of the United States, the State of Nevada, and the County, including all necessary and required permits and licenses.

B. **Collection Services**

Franchisee shall furnish all labor, supervision, materials, supplies, equipment, and all other items required to collect and dispose of all Solid Waste and other Waste materials generated or accumulated from residential premises, multifamily complexes, and commercial and industrial businesses within the Franchise Area. The work to be done by Franchisee shall be accomplished in a professional manner so that the residents within the Franchise Area are provided reliable, courteous, and high-quality collection of Solid Waste. Collection routes shall be established by the Franchisee. Franchisee shall conduct its operation so as to minimize as practicable any obstruction and inconvenience to public traffic or disruption of the peace and quiet of the area within which collection occurs.

### **C. Equipment**

Franchisee shall possess or demonstrate to the Franchisor's reasonable satisfaction that it has available to it adequate equipment and vehicles, including reserve or replacement vehicles and equipment, sufficient to perform the services required of Franchisee. Franchisee shall maintain all trucks and equipment used within the Franchise Area in good mechanical condition and the same shall be clean, numbered, and uniformly painted. All truck bodies used by Franchisee shall be constructed of metal and shall be watertight and leak proof. Each vehicle used by Franchisee shall carry at all times a broom and shovel or other item appropriate for use in the prompt removal of any spilled material. All vehicles used by Franchisee shall have adequate coverage at all times to prevent the spillage of Solid Waste. Collection of Solid Waste shall be made using sealed packer-type trucks, and such equipment shall not be allowed to leak nor scatter any waste within the limits of the County nor while en route to the disposal site, where such accumulation shall be dumped. Due to street size variations in the County, the Franchisee will need to provide equipment that will accommodate such public streets and alleys. Special collections shall be made using appropriate equipment. Franchisee shall hand-clean all spillage and power wash all hydraulic oil and vehicle fluid leaks from public and/or private property resulting from its collection activities by end of the next business day after receiving a complaint of such spillage or leak.

All motor vehicles used in performance of the obligations herein created shall be clearly marked with the Franchisee's name, telephone number and unit number legible from 150 feet. No advertising shall be permitted on vehicles. All collection equipment shall be maintained in a first class, safe, and efficient working condition throughout the term of the franchise agreement. Such vehicles shall be maintained and painted as often as necessary to preserve and present a well-kept appearance, and a regular preventative maintenance program. The County may inspect Franchisee's vehicles at any time to ensure compliance of equipment with franchise agreement, or require equipment replacement schedule to be submitted to County. Vehicles are to be washed on the inside and sanitized with a suitable disinfectant and deodorant a minimum of once a month. Such vehicles shall be washed and painted or repainted as often as necessary to keep them in a neat and sanitary condition.

### **D. Carts and Containers**

All carts and containers provided by Franchisee shall remain the property of Franchisee. Customers shall not overfill Carts or containers. Franchisee shall replace at its cost Franchisee-owned containers damaged by the negligent acts or willful misconduct of its employees and through wear and tear of use, but shall not be responsible for free replacement of containers which become damaged or unusable as a result of the negligent acts or willful misconduct of other parties. Franchisee shall have the right to bill the parties whose negligence or misconduct causes damage for the replacement costs of the damaged containers. Cart and Container replacement costs must be included in rate schedule.

### **Collection Frequency and Method**

Franchisee shall collect Solid Waste from residences on a weekly basis. Franchisee shall collect Solid Waste from multifamily, commercial, and industrial accounts on a weekly basis or more frequently as desired by the customer. All residential collections shall be properly set out for

collection, on the appropriate day, and by the appropriate time established by Franchisee for collection.

**E. Collection Hours; Holidays**

Franchisee shall perform collection services within residential areas only between 6:00 a.m. and 6:00 p.m., Monday through Friday and between 7:00 a.m. and 6:00 p.m. Saturday except holidays; provided that the Parties may otherwise agree with respect to permitted times on holidays. In Mason Valley and Smith Valley collection may begin at 5:00am. No collection shall be made on Sundays. In the event Franchisee, at its sole discretion, elects not to provide service on a holiday, Franchisee shall be responsible for providing make up collection for residential routes on the next business day following the holiday.

**F. Solid Waste Disposal**

Franchisee shall dispose of all Solid Waste collected under this Agreement or any Solid Waste residuals remaining after processing, at any permitted and licensed site or facility where such disposal is lawful, as selected by Franchisee in its sole discretion. All disposal of Solid Waste shall be done in accordance with local, state, and federal laws.

**G. Spillage**

The Franchisee shall not be responsible for scattered Refuse unless the same has been caused by its acts or those of any of its employees, in which case all scattered refuse shall be picked up immediately by the Franchisee. Franchisee will not be required to clean up or collect loose Refuse or spillage not caused by the acts of its employees, but shall report the location of such conditions to the point of contact of the County so that proper notice can be given to the customer at the premises to properly contain Refuse. Commercial refuse spillage or excess refuse shall be picked up by the Franchisee after the customer reloads the container. In the case of commercial customers, Franchisee shall then be entitled to an extra collection charge for each reloading of a commercial container requiring an extra collection. Should such commercial spillage continue to occur, County may require the commercial customer and Franchisee to increase the frequency of collection of the commercial customers refuse or require the customer to utilize a commercial container with a larger capacity, and the Franchisee shall be compensated for such additional services.

**H. Local Purchasing Preference**

Franchisee shall, throughout the term of the Agreement, give preference to purchasing materials and supplies used in connection with the Agreement from local vendors within the county or State; and in that order of preference. At a minimum, Franchisee shall purchase the following items from local vendors: vehicle supplies (including, by way of example, but not limited to fuel, fluids, tires, parts, etc.) only if the Franchisee's operation and maintenance yard is in the County; printing and publishing services for all public education and outreach materials; uniforms, safety clothing/equipment, and work boots; and office supplies.

## **5. Standards for Customer Service**

### **A. Office Location and Hours**

The Franchisee shall maintain an office within Lyon County that provides telephone access to residents and businesses of the County and is staffed by trained and experienced customer service representatives (CSRs). Such office shall be equipped with sufficient telephones so that all collection service related calls received during normal business hours are answered by an employee within five (5) rings; shall have responsible persons in charge during collection hours; and shall be open during normal business hours, which are currently 8:00 a.m. to 5:00 p.m., Monday through Friday, except for Holidays. Office hours may be adjusted at the discretion of Franchisee only after appropriate notification is provided to all customers and provided that offices are open for business at least eight (8) hours per day Monday through Friday, except for Holidays. The Franchisee shall provide either a telephone answering service or a mechanical device to receive customer inquiries during those times when the office is closed. Calls received after normal business hours shall be addressed the next day the office is open.

### **B. Local Telephone Number and Equipment**

Franchisee's principal office shall be accessible by a local (toll-free to customers) telephone number at least during the office hours specified. The telephone number shall be listed under Franchisee's name in the local telephone directory and as appropriate on collection vehicles and containers. The Franchisee shall have sufficient equipment in place and staff to handle the volume of calls experienced on the busiest days and such telephone equipment shall record the responsiveness (including, by way of example, but not limited to call hold-time, abandoned calls, etc.) to calls. An answering machine or voicemail service shall record customer calls and voice messages during hours the office is closed, or outside times calls are not being answered.

Franchisee shall maintain an emergency telephone number for use outside Franchisee's office hours. The emergency telephone number shall be listed as an emergency number under Franchisee's name in the local telephone directory. Franchisee shall have a representative, or an answering service to contact such representative, available at Franchisee's emergency telephone number during all hours other than Franchisee's office hours.

Franchisee shall always maintain the capability of responding to telephone calls in English and Spanish. Franchisee shall always maintain the capability of responding to telephone calls through Telecommunications Device for the Deaf (TDD) Services. These capabilities shall be maintained for both the local telephone number and the emergency telephone number.

### **C. Website**

Franchisee shall develop a comprehensive website specific to Lyon County's Service Area which fully explains and effectively promotes the collection service options offered to its customers. The website shall contain the full approved rate schedules as well as any other information that may be helpful to customers. The website shall also allow customers to submit inquiries, compliments and complaints.

### **D. Service Requests, Compliments, and Complaints**

Franchisee shall be responsible for the prompt and courteous attention to, and prompt and

reasonable resolution of, all customer service requests and complaints. Franchisee shall record in a separate complaint log, all complaints, noting the name and address of complainant, date and time of complaint, nature of complaint, and nature and date of resolution. The franchisee shall retain this log for the term of this agreement plus three (3) years after its expiration or earlier termination. Once quarterly, Franchisee shall compile and submit a summary of the complaint log. Franchisee shall respond to all complaints received within twenty-four (24) hours, weekends and Holidays excluded. If a complaint involves a failure to collect materials from a premises in the county, Franchisee shall collect the material in question within twenty-four (24) hours of receipt of the complaint, provided that the generator has properly placed materials for collection.

#### **E. Billing Services**

Franchisee shall provide billing services for all customers in the Service Area, including all Residential Properties, and Commercial and Industrial properties. Franchisee shall: (i) bill all customers in the Service Area, including all Residential, and Commercial and Industrial Properties at the rates permitted in this Agreement; (ii) maintain accurate billing and payment records; and (iii) bill customers on the following schedule or as otherwise approved by Lyon County:

- Each Residential customer shall be billed no less frequently than quarterly, in advance
- Each Commercial and Industrial customer shall be billed monthly, in advance

Service Recipients' bills shall be itemized showing the charges for each classification of services. Franchisee's website shall provide customers with the ability to pay their bills through an electronic check or credit card and include the ability for customer billings to be automatically charged on a recurring basis. Franchisee shall promote the website-based billing and payment system on all paper bills sent to customers. Franchisee shall prepare, mail, and collect bills from customers who decline to use such internet-based billing system. Franchisee shall make arrangements to allow customers to pay bills by cash, check, electronic check, money order, and credit/debit card.

The Franchisee may bill to customers a late payment fee, interest, NSF check charges, as well as all costs associated with bad debt collection. Franchisee may suspend or terminate service to accounts that become more than sixty days past due, following fifteen days' written notice to the customer, and/or may place a lien upon the customer's property, in accordance with applicable law. If such service is reactivated, Franchisee may charge a reactivation fee and/or may require a deposit from the customer.

#### **F. Record Keeping**

Franchisee shall maintain billing records, customer lists, compliance records, and customer complaints for the term of the Agreement plus three (3) years after its expiration or earlier termination or as required by law, whichever is the greater. The Franchisor shall have the right, during normal business hours and upon reasonable (at least three (3) business days') advance notice given to Franchisee by the Franchisor, to inspect the records of Franchisee to ensure compliance with the services provided under the Agreement. Franchisor shall have the right to audit Franchisee's books and records related to compliance with the terms of this Agreement on an annual basis, during normal business hours, and upon five (5) days' notice to Franchisee. Franchisee shall maintain adequate record security to preserve records from events that can be reasonably anticipated such as a fire, theft, flood and an earthquake. Electronically-maintained data and records shall be protected and backed-up.

## **G. Reporting**

Franchisee shall make available to Franchisor for review, quarterly and annual reports regarding the services provided under the Agreement. Franchisee shall provide the County with a quarterly report of Gross Collection Receipts collected at the time franchise fees are paid.

Franchisee shall prepare an annual report, due by February 15<sup>th</sup>, of each and every year the agreement is in place after the first year of operation. At a minimum, the report shall contain the following:

- Number of customers for each customer type (residential, commercial and industrial, etc.);
- Number of customers at each transfer station;
- Gross Collection Receipts;
- Number of Tons of solid waste disposed;
- Number of tons recycled each year;
- A summary of complaints and complaint resolutions
- Accident, spill, and incident report
- Disclosure of any legal action against Franchisee by a customer from within the service area.

## **H. Service Rate Schedule.**

Franchisee shall provide the collection and disposal services required under this Agreement for the rates set forth in the Service Rate Schedule attached hereto and incorporated herein as Exhibit A, as the same may be adjusted in accordance with this Section.

## **I. Rate Adjustments**

The initial rates for the Franchise Agreement will be agreed upon at the execution of the contract. Rates shall be subject to an annual adjustment based upon the percentage of change in the Consumer Price Index, All Urban Consumers, U.S. City Average-Item Garbage and Trash Collection (1983+100X"CP|") as published by the Bureau of Labor Statistics, Washington, D.C., commencing with the index for September 2021, being the base period for the purposes of making adjustments. The first adjustment may be made effective as of January 2, 2023. Rates adjusted in accordance with the CPI shall not be greater than a six percent (6%) change regardless of the percentage change in the CPI.

At least thirty (30) days prior to the Adjustment Date, Franchisee shall notify Franchisor of the CPI adjustment to take effect on the Adjustment Date and shall provide Franchisor with its computations therefore.

- J. **Other Adjustments.** The Franchisee's service rates set by this Agreement are calculated to pay certain expenses and costs that are of a contingent and uncertain nature. Therefore, in addition to any other adjustments provided by Section I, the Franchisee's rates under this Agreement may, upon approval by Franchisor (which shall not be unreasonably withheld), be further adjusted on an interim basis for increased expenses associated with performance of the services hereunder due to any one or more of the following causes:

1. material changes in Franchisee's costs resulting from a Force Majeure (as defined below) event;
2. changes in the scope or method of services provided by Franchisee, or other changes or fees required, initiated, or approved by the Franchisor;
3. any change in law, statute, rule, regulation, ordinance, order or requirement of any federal, state, regional, or local government that is effective after the Effective Date of this Agreement, including but not limited to any increase in surcharges, fees, assessments, or taxes levied by federal, state, or local regulatory authorities or other governmental entities upon the collection or disposal of Solid Waste;
4. any increase in fees for disposal of Solid Waste;
5. a material increase in the volume of Solid Waste or other materials collected by Franchisee hereunder, whether caused by customer growth and/or annexation; or
6. any other extraordinary circumstances or causes or reasons that are not within the reasonable control of Franchisee, including but not limited to extraordinary increases in the cost of fuel or energy (e.g., when fuel or energy costs exceed the CPI).
7. If Franchisee requests an adjustment due to the extraordinary circumstances set forth above, Franchisee shall prepare a rate adjustment request setting forth its calculation of the increased or decreased costs and accompanying rate adjustment necessary to offset such increased costs. The Franchisor may request any and all documentation and data reasonably necessary to evaluate such request by Franchisee, and shall act within ninety (90) days of receipt of the request from Franchisee to either approve or disapprove the request, provided that approval shall not be unreasonably withheld.

**K. Public Education and Outreach**

All public education activities will be conducted by the Franchisee. Franchisee shall be responsible for ensuring that its customers consistently receive a high level of customer service and responsiveness. Franchisee will be required to provide the following services:

1. Distribute public education and outreach materials during roll-out of the new collection services program. This will entail distributing program literature with delivery of new carts and bins to all customers at inception of the new program.
2. Public education strategy and development of materials to support roll-out of new collection services.
3. Develop, produce and distribute an information packet to each new customer throughout the Contract term. Franchisee may attach these packets to the carts and bins upon initial cart and bin distribution at the commencement of the new agreement and at the point of new customer set-up throughout the term of the agreement. This packet shall: describe available services, including available recycling and diversion programs; provide instructions for proper use of the carts and bins provided (such as how to place carts or other permitted items for Collection, the types of materials to be placed in each cart); detailed holiday Collection schedules; and, provide billing and customer service telephone numbers. This packet shall contain updated information on how to use Containers, when,

where and how to place solid waste for Collection, and who to contact with service or billing questions, and for bulky item Collection. The packet shall also clearly indicate what materials, such as syringes and other Household Hazardous Wastes (HHW), should not be disposed of in these Containers. The informational packet shall be updated and re-distributed during years five (5) and ten (10) of the Agreement term.

4. Deliver set-out correction notices during the term of the Agreement.
5. Include within its bills any inserts produced and provided by Lyon County.

## **Insurance Requirements and Proposal Security**

### **EVIDENCE OF INSURANCE**

The franchisee will indemnify and hold harmless the County, its officers, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees arising out of a willful or negligent act or omission of the franchisee in the performance of this franchise agreement. County will not be responsible for the negligence of franchisee, or any of its agents, employees, or customers.

Franchisee shall procure and maintain for the duration of the franchise agreement insurance against claims for injuries to persons or damages to property which may arise from or in conjunction with the performance of the work hereunder by the franchisee, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be borne by the franchisee and a Certificate of Insurance evidencing that such insurance has been procured and is in force will be forwarded to the County before commencement of services under the franchise agreement

#### **Minimum Limits of Insurance:**

<b>Type of Coverage</b>	<b>Per Occurrence Amount</b>	<b>Aggregate Minimum</b>
Commercial General (and Automobile) Liability	\$3,000,000 combined single limit per occurrence	\$6,000,000
Workers' Compensation	To statutory limits and employer's liability of at least \$1,000,000	As required by law

Any deductibles and self-insurance retentions must be approved by the County.

### **PROPOSAL SECURITY**

Each proposal must be accompanied by a bond or a certified check of the bidder, drawn on a national bank, in an amount equal to Fifteen Thousand Dollars (\$15,000.00), as a guarantee on the part of the bidder that he will, if called upon to do so, accept and enter into a contract on the attached form (or such form as may mutually be agreed upon by the County and the selected bidder which addresses all the material provisions of the proposals and response thereto), to perform the work covered by such Proposal and at the rates stated therein and to furnish a corporate surety for its faithful and entire fulfillment. Checks and bonds will be returned promptly after the County and the selected bidder have executed the franchise agreement, or, if no bidder's Proposal has been selected within ninety (90) days after the date of the opening of the Proposals, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his Proposal.

### **LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO THE CONTRACT**

The franchise shall be deemed as having been awarded when formal notice of award shall have been mailed by the County to the franchisee by certified mail, return receipt requested. The franchisee to whom the franchise shall have been awarded will be required to execute two (2) copies of the franchise agreement as

may mutually be agreed upon by the County and the selected franchisee and to furnish insurance certificates, all as required. In case of his refusal or failure to do so within twenty (20) days after his receipt of formal notice of award, franchisee will be considered to have abandoned all his rights and interests in the award, the franchisee's proposal security may be declared forfeited to the County as liquidated damages and the award may then be made to the next best qualified franchisee or the work re-advertised for Proposals as the County may elect. Such forfeited security shall be the remedy of the County.

#### **SECURITY FOR FAITHFUL PERFORMANCE**

The Proposal shall be accompanied by a letter from a corporate surety satisfactory to the County stating that the Performance Bond will be furnished by it to the person submitting the Proposal in the event he is the successful franchisee. Such letter is to be signed by an authorized representative of the surety together with a certified and effectively dated copy of his power of attorney attached thereto.

The successful franchisee will be required to furnish a performance bond as security for the faithful performance of the franchise agreement. Said performance bond must be in an amount equal to \$100,000.

Premium for the bonds described above shall be paid by the franchisee. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond. Such certificate shall be submitted to the County with the bond on an annual basis.

The surety on the bond shall be a duly authorized corporate surety authorized to do business in the State of Nevada.

## **RFP RESPONSE FORMAT**

*One (1) original hardcopy and one (1) electronic copy (PDF Format on Thumb Drive) of the entire proposal* shall be delivered by the time and to the place stipulated in the Notice of Request for Proposal. Proposers are to provide electronic files of their proposals in addition to (not as a substitute to) the hard copy being required.

It is the proposer's sole responsibility to see that their proposal is received at the place, date and time specified. Any proposal received after the scheduled closing time for receipt of proposals may be returned to the proposer as unacceptable. Oral, facsimile, telegraph, or telephone modifications may not be considered.

The opening and reading of the Proposal shall not be construed as an acceptance of the Franchisee as a qualified, responsible Franchisee. The County reserves the right to determine the competence and responsibility of a Franchisee from its knowledge of the Franchisee's qualifications and from other sources.

The contents of the proposal and any clarifications thereto submitted by the successful proposer and accepted by Lyon County shall become part of the contractual obligation and incorporated by reference into any ensuing Agreement. All proposals shall become the property of Lyon County and shall not be returned. All proposals submitted may become public record under the laws of the State of Nevada and the public may be given access thereto after the formal process has been completed.

### **Code of Conduct**

Proposer is required to sign and notarize the Proposer Code of Conduct (Attachment 2). The code of conduct for Proposers: (i) prohibits ex parte communications with County elected officials or staff members; (ii) prohibits giving any gift or monetary compensation to County elected officials, staff members or consultants; and, (iii) prohibits collusive activities with other potential Proposers.

If a Proposer does not sign the code of conduct or violates the code of conduct, Lyon County has the right to disqualify the Proposer from this RFP process. **The code of conduct shall be signed and notarized and submitted to the county with the proposal.**

### **QUESTIONS/INFORMATION**

Questions concerning aspects of the Proposal process, Post-Award process, and/or Specifications or Project Scope are addressed to: Andrew Haskin, (775) 463-6591 Ext. 1480 or by email at [ahaskin@lyon-county.org](mailto:ahaskin@lyon-county.org).

## **SUBMITTAL PARAMETERS**

Firms replying to this RFP are required to submit relevant information that will be used in the evaluation of firms. The submittal shall have, at a minimum, the following information:

### **1) Company Overview**

#### a) Business Structure

- Identify the legal entity, authorized to do business in Nevada, which would execute the Agreement. If applicable, identify all parent companies which own 10% or more of the executing entity. State whether each entity is a sole proprietorship, partnership, corporation, LLC, or joint venture. If the Proposer is a joint venture, describe where the entities have collaborated before.
- Identify the number of years the entity (entities) have been organized and doing business under this legal structure.
- Identify all owners/stockholders with greater than a 10% holding of the executing company and, if applicable, all parent companies.
- Provide evidence of good standing under the laws of the State of Nevada
- Provide evidence of going concern in excess of five (5) years and not less than five (5) years actual operating experience
- Identify any subcontractor(s) and describe all services to be performed by subcontractor(s). Describe any current or past working relationship with the subcontractor(s) in the past five years.

#### b) Capabilities Statement

- Provide a brief description of the company's overall capabilities.

#### c) Key Personnel

- Identify corporate officers of the proposing entity and parent company(s).
- Identify local/regional managers that would be responsible for the execution of the agreement. Include job title, job description and resume. If the position is to be filled after contract award please specify and include job description. At a minimum, key personnel shall include the general manager, controller, operations manager, route manager(s), customer service manager, maintenance manager and/or other personnel with similar titles.

#### d) Location

- Provide geographic location of the principal office of the firm and the office/service location(s) (if different) which would be responsible for providing services.
- Provide location of customer service office within Unincorporated Lyon County

e) Financial Information

- Proposer to provide audited financial statements for the most recent fiscal year for the entities that would execute the agreement. All such statements are to be prepared in accordance with Generally Accepted Accounting Principles applied on a consistent basis and shall be audited in accordance with Generally Accepted Auditing Standards.

f) Criminal and Civil Disclosures

- Describe any criminal proceedings in which the Proposer, any affiliate of the Proposer, and/or any director or officer of the Proposer or affiliate (with respect to their actions in such capacity), and any individual identified as Key Personnel in the Proposal has been named as a defendant that are either currently pending or were concluded within the past five years. For each proceeding, provide the name of the case, the court in which it was filed, the docket number, and the disposition.
- Describe any lawsuit in which the Proposer or any affiliate of the Proposer has been named as a defendant or cross-defendant, either currently pending or were concluded within the past five years. For each lawsuit, provide the name of the case, the court in which it was filed, the docket number, and the disposition. Lawsuits which involved only claims for personal injury or property damage arising from vehicle accidents which resulted in defense verdicts or in judgments against defendants, or settlements, of less than \$5,000, need not be disclosed.

## 2) Experience

a) Collection Experience

- Proposer shall provide a description of the collection services they currently provide including: number of jurisdictions served; the number of single family residential, multifamily residential and commercial and industrial customers served; tons collected, diverted, and disposed of annually; and, the type and number of vehicles dispatched per day for each of the services provided.
- Provide references for jurisdictions of similar size to Lyon County that the proposer currently serves or has served in the last five (5) years (three or more references preferred). References should include: the services provided; and the name, address, and telephone number of the jurisdiction representative responsible for administering the agreement.

b) Service Initiation Experience

- Describe proposer's experience with implementation of new franchise agreements in which the Proposer replaced the existing Franchisee or initiated new collection services that required the distribution of carts. Include a minimum of three reference projects for which the Proposer has initiated a new collection contract and/or new collection services. References should include: the services provided; and the name, address, and telephone number of the jurisdiction representative responsible for administering the agreement.

- Describe how the company handled the specific requirements for the procurement of vehicles and personnel; training of personnel; billing and fee collection services; determination of routes and operating procedures; delivery of containers; public education; and the preparation of procedures to ensure a smooth transition from one company to another and/or one type of service to another.

### **3) Proposal for Collection Services**

- a) Proposer shall describe how it plans to perform collection services for each of the following: Single Family Residential, Commercial and Industrial, and County Facilities. For each collection type listed above, proposers shall include the following:
  - Hours and days of operation
  - Routing strategy and proposed routes
  - Collection methodology, including discussion of special methods (if any) for collecting in any hard-to-service areas.
  - Itemized list of collection vehicles to be utilized. List must include vehicle description, manufacturer and model number, cost, capacity, age, lease or ownership arrangements, etc.
  - Specifications for carts/bins to be used for collection
- b) Proposers may submit alternate proposals for collection service. Lyon County is not obligated to evaluate or select alternative proposals. Alternative proposals will be considered by Lyon County if the county concludes, in its sole discretion, that the alternative proposals warrant evaluation and analysis. Such evaluation will consider the reasonableness and reliability of proposed collection methods, technology, equipment, and containers; and the reasonableness of productivity and operating. At Lyon County's option, the reasonableness and competitiveness of one or more alternative proposal(s) may be evaluated.

### **4) Proposal for Transfer Stations**

- a) Proposer shall describe how it plans to provide for the operation of Waste Transfer Stations in Dayton, Silver Springs, Mason Valley, and Smith Valley. For each transfer station, proposer must include the following information:
  - Hours and days of operation
  - Itemized list of equipment to be used to service the facility. List must include vehicle description, manufacturer and model number, cost, capacity, age, lease or ownership arrangements, etc.
  - Types of waste accepted
  - Disposal fees
- b) Proposers may submit alternate proposals for Transfer Station operations. Lyon County is not obligated to evaluate or select alternative proposals. Alternative proposals will be considered by Lyon County if the county concludes, in its sole discretion, that the alternative proposals warrant evaluation and analysis. Such evaluation will consider the reasonableness and reliability of proposed collection methods, technology, equipment, and containers; and the reasonableness of productivity and operating. At Lyon County's option, the reasonableness and competitiveness of one or more alternative proposal(s) may be evaluated.

**5) Proposed Rate Schedule**

- a) Provide an itemized initial rate schedule for each of the collection types (Single Family Residential, Commercial and Industrial, Roll offs, and transfer station rates). Proposals for each type should include rates for all available cart/bin/roll off sizes and collection frequencies. Rates should not include franchise fees. Rate schedule must include any and all fees Franchisee plans to charge customers (such as Cart replacement fees, bulky item pick up fees, hourly rate for disaster clean up etc.)

**6) Proposed Customer Service Plan**

- a) Customer service approach
- b) Staffing levels
- c) County-specific training programs
- d) Proposed office location

**7) Franchisee Implementation plan**

Franchisee shall provide a detailed implementation plan describing the Franchisee’s approach to facilitating a smooth transition for all the changes to collection services. This service transition plan must clearly describe the company’s ability to implement the services in accordance with the provided schedule (inserted upon award and execution of contract). This description should include, but not be limited to:

- 1. A timeline showing the duration and completion date of major milestone events such as vehicle purchase and testing; container purchase, assembly and distribution; personnel hiring and training; customer service and billing database development and implementation; administration; public education; etc.
- 2. Assumptions regarding the participation of County Staff
- 3. Identification of common problems that can occur in service initiation and strategies for preventing or managing such problems.
- 4. Procedure for residential and commercial customers to select container size(s) and service frequency.
- 5. Contingency plans for all aspects of implementation.

**8) Proposed Changes to RFP and Draft Agreement Terms**

- a) Proposers must identify in their RFP response any proposed changes to the terms of the RFP and the Draft Agreement. If a Proposer is not willing to execute Agreements with Lyon County because of specific provisions in the Agreement, it must identify each provision to which it takes exception (“objectionable provision”) in its Proposal. Each objectionable provision must be presented separately by stating the specific objectionable provision, the suggested changes, if any, to the objectionable provision, the program or services related to the objectionable provision, and the reason for the needed change to the objectionable provision.
- b) Proposers should note that if suggested changes are proposed or objectionable provisions identified, all required information as set forth above must be submitted. Suggested changes or objections to provisions, without providing the required information will not be considered. Proposers should also note that the submittal of suggested changes to the Agreement or objections to provisions does not obligate Lyon County to revise the terms of the Agreement as published in this RFP.
- c) The number, nature and materiality of objectionable provisions and suggested changes to the Agreement will be considered in evaluating proposals.

## **EVALUATION PROCESS**

Lyon County will assemble a committee to review all eligible proposals that are received. The committee will consist of four members.

Committee members will review and score each proposal individually using the evaluation form. The four individual scores will be added together and the proposal with the highest number of cumulative points will be recommended to the Board of County Commissioners to win the bid. Should identical scoring, responsive and responsible bids be received from two or more bidders, Lyon County shall notify all parties involved in the tie and may exercise one of the following tie breaking methods unless another alternative is apparent and prudent:

- a) Tie Bid (two Proposers): Lyon County with a witness present, may flip a coin with heads representing the bidder whose tie bid was first received by Lyon County. If the toss is heads, the recommendation will be to this bidder; if tails, the recommendation will be made in favor of the second tied bidder.
- b) Tie Bid (two or more Proposers): Should there be two or more low, responsive and responsible tie bids where representatives of the bidders wish to participate in the tie breaking process, Lyon County shall set a mutually agreed upon time where, in the county office, the bid coordinator shall shuffle a new deck of playing cards and have each bidder's representative cut the cards. The tie bidder who cuts the highest card (with Ace high) shall be recommended for bid award.

The Lyon County Board of County Commissioners is the final authority in selecting the winning proposal, regardless of response scores and staff recommendation. The Board of County Commissioners reserves the right to select a proposal other than the highest scoring bid if it is deemed by the board to be in the best interest of Lyon County. Lyon County reserves the right to conduct Oral Interviews at their discretion.

## **EVALUATION CRITERIA**

The evaluation criteria may include but not be limited to the following considerations:

- 1) Understanding of the requested work and responsiveness to the RFP.
- 2) Professional Qualifications and Standing - evaluation criteria may include, but not be limited to: professional excellence, demonstrated competence in the service requested, and the education and related experience of the key personnel assigned to the project.
- 3) Completeness of proposal and fee proposal.
- 4) Competitiveness of proposed rates
- 5) Resources available to complete the project.

Listed below is the evaluation form that will be used to evaluate each proposal.

PROPOSER EVALUATION FORM

PROPOSER \_\_\_\_\_

EVALUATOR \_\_\_\_\_

DATE \_\_\_\_\_

CRITERIA 0-10 POINTS EACH (1-5 Average; 6-10 Exceptional)	SCORE		
	Weight	Score	Weighted Score
<b><u>EXPERIENCE</u></b> <ul style="list-style-type: none"> <li>• Five or more years’ experience providing waste collection services</li> <li>• Existing services related to solid waste collection</li> <li>• Demonstrated ability to initiate services under franchise agreements</li> <li>• Demonstrated ability to provide adequate customer service</li> </ul>	2		
<b><u>COMPETENCY AND QUALIFICATIONS</u></b> <ul style="list-style-type: none"> <li>• Demonstrated financial stability</li> <li>• Evidence that Franchisee is capable of commencing performance as required in the RFP.</li> <li>• Evidence proposer is in good standing with the State of Nevada.</li> <li>• Evidence Franchisee has or could acquire sufficient equipment to perform under the terms of the franchise agreement.</li> </ul>	2		
<b><u>COLLECTION AND TRANSFER STATION PROPOSAL</u></b> <ul style="list-style-type: none"> <li>• Collection meets all base service requirements.</li> <li>• Evidence that adequate transfer stations can be provided in Dayton, Silver Springs, Mason Valley and Smith Valley.</li> </ul>	3		
<b><u>RATE SCHEDULE</u></b> <ul style="list-style-type: none"> <li>• Competitiveness of proposed rate schedule</li> </ul>	5		
<b><u>IMPLEMENTATION PLAN</u></b> <ul style="list-style-type: none"> <li>• Clearly defined timeline</li> <li>• Provides clear overview of transition process</li> <li>• Addresses potential problems with implantation and how they will be controlled.</li> </ul>	3		
<b>TOTALS</b>			

- The weighted score is found by multiplying the weight by the score given. Total available weighted score possible is 150

## GENERAL CONDITIONS

*Please Read Carefully  
These Provisions Are a Part of Your Bid and any Contract Awarded*

**Scope of Bid/Proposal:** Bids/Proposals are hereby requested for the **Solid Waste Disposal Franchise Agreement**, per specifications herein:

**The bidder agrees that:**

- A. Bidder has carefully examined the specifications, and all provisions relating to the item(s) to be furnished or the work to be done; understands the meaning, intent, and requirements; and
- B. Bidder will enter into a written contract and furnish the item(s) or complete the work in the time specified, and in strict conformity with Lyon County's specifications for the prices quoted.

**Note:** Bidder is defined as any individual, partnership, or corporation submitting a bid, proposal, or quotation in response to a request for bid (RFB), request for proposal (RFP), request for information (RFI) or request for quotation (RFQ). A bidder may also be referred to as a bidder, Franchisee, supplier or vendor.

**1. Prices:**

All prices and notations must be typewritten. Mistakes may not be crossed out or corrected with written ink but must be corrected in type. Bids shall indicate the unit price extended to indicate the total price for each item bid. Any difference between the unit price correctly extended and the total price shown for all items bid shall be resolved in favor of the unit prices. Bidders are encouraged to review all prices prior to bid submittal, as withdrawal or correction may not be permitted after the bid has been opened.

**2. Firm Prices:**

Prices on bid shall be firm prices not subject to escalation unless otherwise provided for in the specifications. In the event the specifications provide for escalation, the maximum limit shall be shown, or the bid shall not be considered. In the event of a decline in market price below a price bid, Lyon County shall receive the benefit of such decline.

**3. Items Offered:**

If the item offered by the bidder has a trade name, brand and/or catalog number, such shall be stated in the bid. If the bidder proposes to furnish an item of a manufacturer or vendor other than that mentioned on the face hereof, bidder must specify maker, brand, quality, catalog number, or other trade designation. Unless such is noted on the bid form, it will be deemed that the item offered is that designated even though the bid may state "or equal".

**4. Brand Names:**

Whenever reference to a specific brand name is made, it is intended to describe a component that has been determined to best meet operational, performance, or reliability, thereby incorporating these standards by reference within the specifications. These specifications are not meant to limit the vendor; they are guidelines to minimum qualifications. The bidder shall indicate their compliance or non-compliance for each line of the specification. Any deviations from the specifications or where submitted literature does not fully support the meaning of the specifications must be clearly cited in writing by the bidder. An equivalent ("or equal") may be offered by the bidder, subject to evaluation and acceptance by Lyon County. It is the bidder's responsibility to provide, at bidder's expense, data, or other documentation and Lyon County may require to fully evaluate and determine acceptability of an offered substitute. Lyon County reserves the sole right to reject a substituted component that will not meet or exceed standards.

**5. Samples:**

Samples may be required for bid evaluation and testing purposes. Bidders shall agree to provide

samples upon request and at no additional cost.

**6. Withdrawal of Bids:**

Bids may be withdrawn by written or facsimile notice received prior to the exact hour and date specified for receipt of bid. A bid may also be withdrawn in person by a bidder, or bidder's authorized representative, prior to the exact hour and date set for receipt of bids. Telephone withdrawals are not permitted.

**7. Late Bids, Modifications, or Withdrawals:**

Bids, modifications of bids, or bid withdrawals received after the exact time and date specified for receipt will not be considered.

**8. Mistake in Bid:**

(a) If the bidder discovers a mistake in bid prior to the hour and date specified for receipt of bid, bidder may correct the mistake by withdrawing the bid in accordance with Item 7 above and resubmit prior to the stated bid deadline.

(b) If within seventy-two hours of the bid closing and prior to the issuance of a purchase order or a contract, the bidder discovers a mistake in bid of a serious and significant nature, bidder may request consideration be given to withdrawing the bid. The mistake must be evident and provable. The right is reserved by Lyon County to reject any and all requests for withdrawal of bids. The decision of the Contract Administrator is final as regards to acceptance or rejection of requests for withdrawal after closing of bids.

(c) A mistake in bid cannot be considered once a purchase order or contract is issued.

**9. Signature:**

All bids shall be signed and the title and firm name indicated. A bid by a corporation shall be signed by an authorized officer, employee or agent with his or her title.

**10. Exceptions:**

A bidder deviating from specifications must specify any and all deviation(s). Failure to note said exceptions shall be interpreted to convey that the bidder shall propose to perform in the manner described and/or specified in this bid solicitation. If exception(s) are taken or alternatives offered, complete descriptions must be shown separately.

**11. Confidential Information:**

Any information deemed confidential or proprietary should be clearly identified by the bidder as such. It may then be protected and treated with confidentiality only to the extent permitted by state law. Otherwise the information shall be considered a public record. Information or data submitted with a bid will not be returned.

**12. Quality:**

Unless otherwise required in the specifications, all goods furnished shall be new and unused.

**13. Litigation Warranty:**

The bidder, by bidding, warrants that bidder is not currently involved in litigation or arbitration concerning the materials or bidder's performance concerning the same or similar material or service to be supplied pursuant to this contract of specification, and that no judgments or awards have been made against bidder on the basis of bidder's performance in supplying or installing the same or similar material or service, unless such fact is disclosed in the bid. Disclosure may not disqualify the bidder. Lyon County reserves the right to evaluate bids on the basis of the facts surrounding such litigation or arbitration and to require bidder to furnish a surety bond executed by a surety company authorized to do business in the State of Nevada and approved by Lyon County in a sum equal to one hundred percent (100%) of the contract price

conditional on the faithful performance by bidder of the contract in the event the bid is awarded to bidder, notwithstanding the litigation or arbitration.

**14. Royalties, Licenses and Patents:**

Unless otherwise specified, the bidder shall pay all royalties, license and patent fees. The bidder warrants that the materials to be supplied do not infringe any patent, trademark or copyright and further agrees to defend any and all suits, actions and claims for infringement that are brought against Lyon County and to defend, indemnify and hold harmless Lyon County and from all loss or damages, whether general, exemplary or punitive, as a result of any actual or claimed infringement asserted against Lyon County, the bidder or those furnishing material to bidder pursuant to this contract.

**15. Performance Standards:**

Performance of work and acceptability of equipment or materials supplied pursuant to any contract or award shall be to the satisfaction and full discretion of Lyon County.

**16. Americans with Disabilities Act (ADA) Standards:**

Bidders shall be required to comply with current ADA Standards in preparing their bids and executing work required under any contract resulting from this bid. Completed work must comply with current ADA Standards.

**17. Warranties:**

(a) Unless otherwise specified, all workmanship, material, labor or equipment provided under the contract shall be warranted by bidder and/or manufacturer for a minimum of twelve (12) months after acceptance by Lyon County. Greater warranty protection will be accepted. Lesser warranty protection must be indicated by the bidder on the bid proposal as an exception.

(b) Bidder shall be considered primarily responsible to Lyon County for all warranty service, parts and labor applicable to the goods or equipment provided by bidder under this bid or award, irrespective of whether bidder is an agent, broker, fabricator or manufacturer's dealer. Bidder shall be responsible for ensuring that warranty work is performed at a local agency or facility convenient to Lyon County and that services, parts and labor are available and provided to meet all schedules and deadlines. If required and defined within the Scope of Work, the Bidder will post a performance bond after contract award to guarantee performance of these obligations. Bidder may establish a service contract with a local agency satisfactory to Lyon County to meet this obligation if bidder does not ordinarily provide warranty service.

**18. Addenda:**

The effect of all addenda to the bid documents shall be considered in the bid, and said addenda shall be made part of the bid documents and shall be returned with them. Before submitting a bid, each bidder shall ascertain whether or not any addenda have been issued, and failure to acknowledge any such addenda may render the bid invalid and result in its rejection.

**19. Specifications to Prevail:**

The detailed requirements of the Specifications, Scope of Work or Special Conditions shall supersede any conflicting reference in these General Conditions.

**20. Taxes:**

Lyon County is exempt from State, City and County Sales Taxes per NRS 372.325.

**21. Prevailing Wages:**

Bidder is responsible for complying with all applicable local, State and Federal wage laws, whether or not

specifically cited in this bid document.

Per NRS Sections 338.020 through 338.090, certain projects defined as “public works” require the payment of the prevailing wage as determined by the Labor Commissioner. Bidder shall be fully aware of the prevailing wage requirements of the State of Nevada as detailed in NRS Chapter 338 and price their bid response accordingly. Further information concerning Prevailing Wage rates can be found at: <https://labor.nv.gov/>

Federal “Davis Bacon” wages may be applicable if the funding for the project includes Federal funds. These requirements are detailed in the “Special Conditions – Federal Requirements” section that will be included in this bid document when such conditions apply.

**22. Conflict of Interest:**

No Lyon County employee may participate directly or indirectly in the procurement process pertaining to this bid if they:

- (a) Have a financial interest or other personal interest that is incompatible with the proper discharge of their official duties in the public interest or would tend to impair their independence, judgment or action in the performance of their official duties.
- (b) Are negotiating for or have an arrangement concerning prospective employment with the bidder. The bidder warrants to the best of his knowledge that the submission of the bid will not create such conflict of interest. In the event such a conflict occurs, the bidder is to report it immediately to the Project Manager. For breach or violation of this warranty, Lyon County shall have the right to annul this contract without liability at its discretion, and the bidder may be subject to damages and/or debarment or suspension.

**23. Disqualification of Bidder:**

Any one or more of the following may be considered as sufficient for the disqualification of a prospective Bidder and the rejection of the Bid:

- (a) The Bidder is not responsive or responsible.
- (b) The quality of services, materials, equipment or labor offered does not conform to the approved plans and specifications.
- (c) There is evidence of collusion among prospective Bidders (Participants in such collusion will receive no recognition as Bidders).
- (d) The Bidder lacks the correct contractor’s license classification required for the defined scope of work.
- (e) Lack of competency, understanding of the scope of work, adequate machinery, plant and/or equipment as revealed in routine due diligence associated with bid evaluation.
- (f) Unsatisfactory performance record as shown by past work judged from the standpoint of workmanship, progress, and quality of services/goods provided.
- (g) Uncompleted work which, in the judgment of Lyon County, might hinder or prevent the prompt completion of additional work, if awarded.
- (h) Failure to pay or satisfactorily settle all bills due for labor and/or material on any contract(s).
- (i) Failure to comply with any requirements.
- (j) Failure to list, as required, all subcontractors who will be employed by the Bidder.
- (k) Any other reason determined, in good faith, to be in the best interest of Lyon County.

**24. Gratuities:**

Lyon County may rescind the right of the bidder to proceed under this agreement if it is found that gratuities in the form of entertainment, gifts, cash or otherwise are offered or given by the bidder, or any

agent or representative of the bidder, to Lyon County, or members of the selection committee with the intent of influencing award of this agreement or securing favorable treatment with respect to performance of this agreement.

**25. Indemnification**

Upon award, Franchisee agrees to hold harmless, indemnify, and defend Lyon County, their officers, agents, employees, and volunteers from any loss or liability, financial or otherwise resulting from any and all claims, demands, suits, actions, or causes of action, caused by any action, either direct or passive, the omission, failure to act, or negligence on the part of Franchisee, its employees, agents, representatives, or Subcontractors arising out of the performance of work under this Agreement by Franchisee, or by others under the direction or supervision of Franchisee.

If Lyon County personnel are involved in defending such actions, Franchisee shall reimburse Lyon County for the time and costs spent by such personnel at the rate charged to Lyon County for such services by private professionals.

In determining the nature of the claim against Lyon County, the incident underlying the claim shall determine the nature of the claim, notwithstanding the form of the allegations against Lyon County.

Nothing in this contract shall be interpreted to waive nor does Lyon County, by entering into this contract, waive any of the provisions found in Chapter 41 of the Nevada Revised Statutes.

**26. Insurance:**

BIDDERS' ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT BIDDERS CONFER WITH THEIR RESPECTIVE INSURANCE CARRIERS OR BROKERS TO DETERMINE IN ADVANCE OF BID SUBMISSION THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS AS PRESCRIBED AND PROVIDED HEREIN. IF THE APPARENT BIDDER FAILS TO COMPLY STRICTLY WITH THE INSURANCE REQUIREMENTS, THAT BIDDER MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Should work be required within the public right-of-way, upon award of the contract, the bidder shall provide proof of Commercial General Liability Insurance and Automobile Liability, Professional Liability and Workers' Compensation if applicable, prior to initiation of any services. Coverage shall be from a company authorized to transact business in the State of Nevada and Lyon County and shall meet the following minimum specifications:

**INDUSTRIAL INSURANCE**

It is understood and agreed that there shall be no Industrial Insurance coverage provided for Franchisee or any Sub-Contractor of the Franchisee by Lyon County. Franchisee agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation to make any payment under this Agreement to provide Lyon County with a certificate issued by an insurer in accordance with NRS 616B.627 and with a certificate of an insurer showing coverage pursuant to NRS 617.210.

It is further understood and agreed by and between Lyon County and Franchisee that Franchisee shall procure, pay for, and maintain the above mentioned industrial insurance coverage at Franchisee's sole cost and expense.

Should Franchisee be self-funded for Industrial Insurance, Franchisee shall notify Lyon County in writing prior to the signing of this Contract. Lyon County reserves the right to approve said retentions, and may

request additional documentation for review prior to the signing of this Contract.

### **MINIMUM LIMITS OF INSURANCE**

Franchisee shall maintain coverages and limits no less than:

1. Workers Compensation to statutory limits and employer's liability of at least \$1,000,000 and an aggregate minimum as required by law.
2. Commercial General and Automobile Liability of \$3,000,000 combined single limit per occurrence and \$6,000,000 aggregate minimum. Any deductibles and self-insurance retentions must be approved by the County.
3. Public Liability, Bodily Injury and Property Damage Insurance: \$5,000,000 per accident, per occurrence, with aggregate limits of \$6,000,000.
4. Automobile Liability Insurance: \$5,000,000 per accident, per occurrence, with aggregate limits of \$6,000,000

Franchisee will maintain liability insurance during the term of this Agreement and for three (3) years from the date of substantial completion of the project. In the event that Franchisee goes out of business during the term of this Agreement or the three (3) year period described above, Franchisee shall purchase Extended Reporting Coverage for claims arising out of Franchisee's negligent acts, errors and omissions committed during the term of the Liability Policy.

Should Lyon County and Franchisee agree that higher Franchisee Coverage limits are needed warranting a project policy, project coverage shall be purchased and the premium for limits exceeding the above amount shall be the responsibility of the Franchisee.

### **OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages
2. Property Coverages (If Applicable)
3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, or non-renewed by either Franchisee or by the insurer, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to Lyon County except for nonpayment of premium.

### **ACCEPTABILITY OF INSURERS**

Insurance is to be placed with insurers with a Best's rating of no less than A, however Lyon County may accept coverage with carriers having lower Best's ratings upon review of financial information concerning Franchisee and insurance carrier. Lyon County reserves the right to require that Franchisee's insurer be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted list.

### **VERIFICATION OF COVERAGE**

Franchisee shall furnish Lyon County with certificates of insurance and with original endorsements

affecting coverage required by this contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Prior to the start of any work, Franchisee must provide the following documents to Lyon County:

- A. **Certificate of Insurance.** Franchisee must provide a Certificate of Insurance form to evidence the insurance policies and coverage required of Franchisee.
- B. **Policy Cancellation Endorsement.** Except for ten days' notice for non-payment of premium, each insurance policy shall be endorsed to specify that without thirty (30) days prior written notice to Lyon County the policy shall not be cancelled, non-renewal or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mailed to Lyon County Manager's Office located at 27 S. Main Street, Yerington, NV 89447. A copy of this signed endorsement must be attached to the Certificate of Insurance.
- C. **Bonds (as Applicable).** Bonds as required and/or defined in the original bid documents.

**All certificates and endorsements are to be addressed to Lyon County before work commences.** Lyon County reserves the right to require complete certified copies of all required insurance policies.

#### **SUBCONTRACTORS**

Franchisee shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

#### **MISCELLANEOUS CONDITIONS**

- 1. Franchisee shall be responsible for and remedy all damage or loss to any property, caused in whole or in part by Franchisee, any Subcontractor, or anyone employed, directed, or supervised by Franchisee.
- 2. Nothing herein contained shall be construed as limiting in any way the extent to which Franchisee may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Subcontractors under it.
- 3. In addition to any other remedies Lyon County may have if Franchisee fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required may, at its sole option:

Order Franchisee to stop work under this Agreement and/or withhold any payments which become due until Franchisee demonstrates

- a. compliance with the requirements hereof; or,
- b. Terminate the Agreement.

#### **29. Safety Program**

Upon award, the Franchisee shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Franchisee shall take all necessary precautions for the safety of, and shall provide all necessary protection to prevent damage, injury, or loss to:

- 1. All employees on the work site and all other persons who may be affected thereby.
- 2. All the work, materials, and equipment to be incorporated therein, whether in storage on or off the site.
- 3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

Franchisee shall comply with all applicable laws, ordinances, rules, regulations, and others of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. He shall erect and maintain, as required by existing conditions and progress on the work, all necessary safeguards for safety and protection, including posting danger signs, other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent utilities. Franchisee shall comply with OSHA'S Hazard Communication Standards.

Franchisee shall designate a responsible member of its organization at the site whose duty shall be the prevention of accidents. This person shall be Franchisee's superintendent unless otherwise designated in writing by Franchisee.

**30. Award of Contract:**

- (a) Bids/Proposals will be analyzed and award will be made to the most responsive and responsible bidder whose bid conforms to the solicitation and whose bid is considered to be most advantageous with price and other factors considered. Factors to be considered may include, but are not limited to: bidder's past performance, bidder's relevant work experience, total cost, warranty and quality, the operational requirements, and any other factors which will result in the optimum economic benefit.
- (b) Lyon County reserves the right to reject any item(s), to waive informalities, technical defects and minor irregularities in bids/proposals received; and to select the bid(s) or proposal(s) deemed most advantageous. Should Lyon County elect to waive a right it will not constitute an automatic waiver of that right in the future nor will it impact any other right or remedy. Lyon County may consider bids/proposals submitted on an "all or nothing" basis if the bid/proposal is clearly designated as such.
- (c) Lyon County reserves the right to award one or more contracts on the bids/proposals submitted, either by award of all items to one bidder or by award of separate items or groups of items to various bidders.
- (d) Upon acceptance, the solicitation, bid, proposal, or price quotation and issuance of a purchase order issued to the successful bidder shall be deemed to result in a binding contract incorporating those terms and these General Conditions without further action required by either party. Items are to be furnished as described in the bid and in strict conformity with all instructions, conditions, specifications, and provisions in the complete contract, as defined by this clause or any related agreement.

**31. Request for Proposal (RFP) Submittals:**

In the case of Request for Proposals (RFPs), it should be noted that the documents submitted by prospective bidders are competitive sealed proposals. When proposals are opened, prices and other information will not be made public until the proposal is awarded. There shall be no disclosure of any bidder's information to competing bidders prior to the award of the proposal.

By their nature, proposals will include a number of variables that will vary based on the complexity of the product or service addressed within the proposal. Therefore, the evaluation of RFP's and the recommendation for award will not be based on price alone. Selection criteria will be better defined for each scope of work in the Special Conditions section of this bid.

Upon award of the contract, the executed contract and proposals will become public information. Accordingly, each proposal should be submitted on the Franchisee's most favorable terms from a price and technical standpoint.

**32. Tie Bids:**

Should identical scoring, responsive and responsible bids be received from two or more bidders, Lyon

County shall notify all parties involved in the tie and may exercise one of the following tie breaking methods unless another alternative is apparent and prudent:

- a) Tie Bid (two Proposers): Lyon County with a witness present, may flip a coin with heads representing the bidder whose tie bid was first received by Lyon County. If the toss is heads, the recommendation will be to this bidder; if tails, the recommendation will be made in favor of the second tied bidder.
- b) Tie Bid (two or more Proposers): Should there be two or more low, responsive and responsible tie bids where representatives of the bidders wish to participate in the tie breaking process, Lyon County shall set a mutually agreed upon time where, in his office, he shall shuffle a new deck of playing cards and have each bidder's representative cut the cards. The tie bidder who cuts the highest card (with Ace high) shall be recommended for bid award.

### **33. Appeals/Protests:**

A person who submits a bid on a contract may, after the bids are opened and within 5 business days, unless otherwise stated in the Special Conditions, file a notice of protest regarding the awarding of the contract.

- (a) A notice of protest must include a written statement setting forth with specificity the reasons the person filing the notice believes the applicable provisions of law were violated
- (b) A person filing a notice of protest may be required by its authorized representative, at the time the notice of protest is filed, to post a bond with a good and solvent surety authorized to do business in this State or submit other security, in a form approved by the governing body or its authorized representative, to the governing body or its authorized representative who shall hold the bond or other security until a determination is made on the protest. A bond posted or other security submitted with a notice of protest must be in an amount equal to the lesser of:
  - (1) Twenty-five percent of the total value of the bid submitted by the person filing the notice of protest; or
  - (2) Two hundred fifty thousand dollars (\$250,000).
- (c) A notice of protest filed in accordance with the provisions of this section operates as a stay of action in relation to the awarding of any contract until a determination is made by the governing body or its authorized representative on the protest.
- (d) A person who submits an unsuccessful bid may not seek any type of judicial intervention until the governing body or its authorized representative has made a determination on the protest and awarded the contract.
- (e) A governing body or its authorized representative is not liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by a person who submits a bid, whether or not the person files a notice of protest pursuant to this section.
- (f) If the protest is upheld, the bond posted or other security submitted with the notice of protest must be returned to the person who posted the bond or submitted the security. If the protest is rejected, a claim may be made against the bond or other security by the governing body or its authorized representative in an amount equal to the expenses incurred by the governing body or its authorized representative because of the unsuccessful protest. Any money remaining after the claim has been satisfied must be returned to the person who posted the bond or submitted the security.

### **34. Documentation:**

Due to the time constraints that affect contract performance, all required documents, certificates of insurance and bonds shall be provided to Lyon County within ten (10) calendar days following award. Any failure to comply may result in the bid being declared non-responsive and rejected.

### **35. Discounts:**

- (a) Prompt payment discounts will not be considered in evaluating bids for award. However, offered discounts will be taken if payment is made within the discount period, even though not considered

in the evaluation of bids.

- (b) In connection with any discount offered, time will be computed from date of delivery and acceptance, or invoice receipt, whichever is later. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the check.
- (c) Any discount offered other than for prompt payment should be included in the net price quoted and not included in separate terms. In the event this is not done, Lyon County reserves the right to accept the discount offered and adjust prices accordingly.

Invoices shall be prepared and submitted in duplicate to Lyon County. Separate invoices are required for each segment of services. Invoices shall contain the following information: Purchase Order number, item number, description of supplies or services, quantity, unit price and extended totals.

**36. Inspection and Acceptance:**

Inspection and acceptance will be at destination unless specified otherwise and will be made by Lyon County or other duly authorized representative. Until delivery and acceptance, and after any rejection, risk of loss will be on the bidder unless loss results from negligence of Lyon County.

**37. Lost and Damaged Shipments:**

Risk of loss or damage to items prior to the time of their receipt and acceptance by Lyon County is upon the bidder and Lyon County has no obligation to accept damaged shipments and reserves the right to return at the bidder's expense.

**38. Late Shipments:**

Bidder is responsible to notify Lyon County of any late or delayed shipments. Lyon County reserves the right to cancel all or any part of an order if the shipment is not made as promised.

**39. Document Ownership:**

All technical documents and records originated or prepared pursuant to this contract, including papers, reports, charts, and computer programs, shall be delivered to and become the exclusive property of Lyon County and may be copyrighted. Bidder assigns all copyrights to Lyon County by undertaking this agreement.

**40. Advertisements, Product Endorsements:**

Lyon County employees are prohibited from making endorsements, either implied or direct, of commercial products or services without written approval. No bidder may represent that Lyon County has endorsed their product or service without prior written approval.

**41. Optional Cooperative Purchase Agreement**

It is intended that any public agency (i.e., city, county, district, public agency, municipality or state agency) shall have the option to participate in any award made as a result of this solicitation. Lyon County shall incur no financial responsibility in connection with purchase orders or contracts made by the bidder. The public agency utilizing the original contract shall accept sole responsibility for placing orders and making applicable payments to the Franchisee.

**42. Franchisee Workplace Policies**

No Franchisee providing a service, program or activity shall discriminate against any person because of sex, race, color, creed, national origin or disability. Franchisee, if providing a service, program or activity shall comply with the Americans with Disability Act and policies pursuant thereto when providing said service, program or activity.

Lyon County is an Affirmative Action/Equal Opportunity Employer. Bidders shall be cognizant of the

requirements for compliance with Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in regulations of the U.S. Department of Labor (41 CFR part 60).

**43. Business License Requirement:**

Franchisee providing a service and doing business within Lyon County are required to obtain and maintain a current business license prior to the commencement of work. Bidder(s) awarded a contract resulting from this bid shall be required to obtain a current business license if they do not already possess one.

**44. Provisions to Prevail:**

Except as indicated in the specifications, the standard General Conditions shall govern any contract award. Any standard terms and conditions of bidder submitted by the bidder shall not be acceptable unless expressly agreed to by Lyon County. Lyon County reserves the right to reject the bidder's bid as non-responsive, to consider the bid without the bidder's standard terms and conditions, or to require the bidder to delete reference to such, as a condition of evaluation or award of the bid. If, after award of contract, the bidder (contract Franchisee) provides materials or services accompanied by new or additional standard terms or conditions, they too shall be considered void and may require deletion as a further condition of performance by Franchisee.

**45. Invalid Provisions:**

In the event that any one or more of the provisions of this agreement shall be found to be invalid, illegal or unenforceable, the remaining provisions shall remain in effect and be enforceable.

**46. Amendments and Modifications:**

Lyon County may at any time, by written order, and without notice to the sureties, make a modification to the contract or an amendment within the general scope of this contract, in

(1) Quantity of materials or services, whether more or less; (2) drawings, designs, or specifications; (3) Method of shipment or packing ;( 4) place of delivery.

If any such change causes an increase or decrease in the cost or the time required for the performance of this contract, an equitable adjustment shall be made by written modification of the contract or amendment to the Purchase Order. Any claim by the bidder for adjustment under this clause must be asserted within 30 calendar days from the notification date.

**47. Assignment:**

Franchisee shall not assign or delegate duties or responsibilities under this agreement, in whole or in part, without prior written approval of Lyon County.

**48. Disputes After Award:**

Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by Lyon County, who shall reduce this decision to writing and mail a copy to the bidder. The decision shall be final and conclusive, unless the bidder requests arbitration within ten (10) calendar days.

**49. Arbitration after Award:**

Any and all disputes, controversies or claims arising under or in connection with the contract resulting from this bid, including without limitation, fraud in the inducement of this Contract, or the general validity or enforceability of this Contract, shall be governed by the laws of the State of Nevada without giving effect to conflicts of law principles, may be submitted to binding arbitration before one arbitrator, and shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association in a private manner in Nevada. This award shall be final and judgment may be entered upon it in any court having jurisdiction thereof. In reaching this final award, the arbitrator shall have no authority

to change or modify any provision of this Contract. All other expenses of arbitration shall be borne equally by the parties. All fees, including legal fees, shall be borne by the party who incurred them. All costs of enforcement shall be borne by the losing party. Each party shall have the right to discovery in accordance with the Nevada Rules of Civil Procedure.

**50. Lawful Performance:**

Franchisee shall abide by all Federal, State and Local Laws, Ordinances, Regulations, and Statutes as may be related to the performance of duties under this agreement. In addition, all applicable permits and licenses required shall be obtained by the Franchisee, at Franchisee's sole expense.

**51. Extension:**

When in the best interest, this agreement may be extended on a daily, month-to-month, or annual basis by mutual agreement of both parties. Services and/or materials received under an extension shall be in accordance with pricing, terms, and conditions, as described herein.

**52. Venue:**

This agreement shall be governed by and interpreted according to the laws of the State of Nevada.

## SPECIAL CONDITIONS

### **1. PREPARATION OF PROPOSAL**

- a) Any irregularities or lack of clarity in the invitation should be brought to the attention of the LYON COUNTY COMMUNITY DEVELOPMENT DEPARTMENT as soon as possible so that corrective addenda may be furnished to all bidders.
- b) The signer of the proposal must initial all changes. All prices and notations must be typewritten. Mistakes may not be crossed out or corrected with written ink but must be corrected in type
- a) The rate(s), price(s) and amount(s) in this bid must have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other Franchisee, bidder or potential bidder. Complementary proposals are illegal and prohibited.
- b) No attempt may be made at any time to induce any firm or person to refrain from bidding, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.
- c) Bidder understands and acknowledges that the representations provided herein are material and important, and will be relied on by the County of Lyon in awarding this franchise. Any misrepresentation herein is and shall be treated as fraudulent concealment from Lyon County of the true facts relating to this proposal.
- d) Rates and prices must be stated in U.S. Dollars.
- e) Rates and prices proposed shall be net including all discounts
- f) Proposed rates shall be exclusive of any franchise fees. Any franchise fee, currently 4 percent of gross revenue collected, shall be determined by the Board of Commissioners and may be added to any or all approved rates.
- g) The unit rates and prices shall include full compensation for furnishing all services, equipment, facilities and personnel, and including the furnishing of all incidentals necessary to perform under the franchise.

### **4. AWARD OF FRANCHISE AGREEMENT**

- a) The franchise agreement will be awarded to that responsible bidder whose proposal conforms to the Request for Proposal and will be most advantageous to the County; rate, price and other factors considered.
- b) The County reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received.
- c) The County reserves the right to award any franchise on an 'all or none' basis deemed to be in the best interest of the County.
- d) A signed Franchise Agreement between the successful bidder and Lyon County, Nevada, must be negotiated and signed by the parties within the time for acceptance specified in the proposal.
- e) The County reserves the right to secure any item of this Request for Proposal from a qualified governmental agency provided the quality is equal to and the rate or price no higher than that submitted by the successful bidder.
- f) Any discrepancies between specification information furnished on the proposal and the bidder's service being offered must be documented. No bidder will be allowed to change any specification after the proposal is opened.
- g) A valid Lyon County Business License must be obtained and/or maintained.

## **5. DEFAULT OF CONTRACT**

- a) In case of default of the bidder, the County may procure the products or services from other sources and hold the bidder responsible for any excess costs.
- b) Default by the bidder in any manner including failure or refusal to furnish any item(s) at the proposal price, AND/OR time specified in the proposal may be considered cause for the County to: Remove the bidder from the Bidders List for not more than two years.

# Attachment 1

## Current Rate Schedule



**LYON COUNTY**  
**Schedule A**  
**Rates Effective 4/1/2021**

<b>CPI</b>	<b>Franchise Fee</b>
4.41%	4.00%

**Residential Service**  
**Rate per Month**

Service Level	Previous Base Rate Per Month	New Base Rate Per Month	Franchise Fee	New Total Rate per Month
64 gallon Senior Rate	\$17.69	\$18.47	\$0.74	\$19.21
96 gallon with 1 cubic yard loose waste	\$25.99	\$27.14	\$1.09	\$28.23
64 gallon with no excess	\$20.76	\$21.68	\$0.87	\$22.55
Yard service fee, walk-in/drive-in service	\$3.47	\$3.62	\$0.14	\$3.76
Yard Service for disabled or elderly only*	\$0.00	\$0.00	\$0.00	\$0.00
Extra Bulky item pick up on service day - per Yard**	\$10.03	\$10.47	\$0.42	\$10.89
Extra Bulky item pick up on non service day trip charge**	\$66.81	\$69.76	\$2.79	\$72.55
Container replacement fee (Customer at Fault)	\$100.22	\$104.64	N/A	\$104.64
Activation and re-activation fee	\$54.98	\$57.40	N/A	\$57.40

\*Requires Medical Certificate and Annual signed sworn statement

\*\*Bulky pickups are charged per yard with an additional trip charge if not completed on a customer's service day

**Commercial Service**  
**Rate per Month**

Bin Capacity	Previous Base Rate Per Month	New Base Rate Per Month	Franchise Fee	New Total Rate per Month
1 Cubic Yard - 1 x Week	\$159.30	\$166.33	\$6.65	\$172.98
1 Cubic Yard - 2 x Week	\$318.64	\$332.69	\$13.31	\$346.00
1 Cubic Yard - 3 x Week	\$477.95	\$499.03	\$19.96	\$518.99
1 Cubic Yard - 4 x Week	\$637.24	\$665.34	\$26.61	\$691.95
1 Cubic Yard - 5 x Week	\$796.56	\$831.69	\$33.27	\$864.96
1.5 Cubic Yards - 1 x Week	\$209.55	\$218.79	\$8.75	\$227.54
1.5 Cubic Yards - 2 x Week	\$419.06	\$437.54	\$17.50	\$455.04
1.5 Cubic Yards - 3 x Week	\$628.62	\$656.34	\$26.25	\$682.59
1.5 Cubic Yards - 4 x Week	\$838.16	\$875.12	\$35.00	\$910.12
1.5 Cubic Yards - 5 x Week	\$1,047.70	\$1,093.90	\$43.76	\$1,137.66
2 Cubic Yards - 1 x Week	\$226.42	\$236.41	\$9.46	\$245.87
2 Cubic Yards - 2 x Week	\$452.85	\$472.82	\$18.91	\$491.73
2 Cubic Yards - 3 x Week	\$679.31	\$709.27	\$28.37	\$737.64
2 Cubic Yards - 4 x Week	\$905.75	\$945.69	\$37.83	\$983.52
2 Cubic Yards - 5 x Week	\$1,132.16	\$1,182.09	\$47.28	\$1,229.37
3 Cubic Yards - 1 x Week	\$266.18	\$277.92	\$11.12	\$289.04
3 Cubic Yards - 2 x Week	\$532.31	\$555.78	\$22.23	\$578.01
3 Cubic Yards - 3 x Week	\$798.48	\$833.69	\$33.35	\$867.04
3 Cubic Yards - 4 x Week	\$1,064.64	\$1,111.59	\$44.46	\$1,156.05
3 Cubic Yards - 5 x Week	\$1,330.80	\$1,389.49	\$55.58	\$1,445.07
4 Cubic Yards - 1 x Week	\$314.51	\$328.38	\$13.14	\$341.52
4 Cubic Yards - 2 x Week	\$629.01	\$656.75	\$26.27	\$683.02
4 Cubic Yards - 3 x Week	\$943.54	\$985.15	\$39.41	\$1,024.56
4 Cubic Yards - 4 x Week	\$1,258.05	\$1,313.53	\$52.54	\$1,366.07

4 Cubic Yards - 5 x Week	\$1,572.56	\$1,641.91	\$65.68	\$1,707.59
6 Cubic Yards - 1 x Week	\$457.54	\$477.72	\$19.11	\$496.83
6 Cubic Yards - 2 x Week	\$915.07	\$955.42	\$38.22	\$993.64
6 Cubic Yards - 3 x Week	\$1,372.60	\$1,433.13	\$57.33	\$1,490.46
6 Cubic Yards - 4 x Week	\$1,830.16	\$1,910.87	\$76.43	\$1,987.30
6 Cubic Yards - 5 x Week	\$2,287.67	\$2,388.56	\$95.54	\$2,484.10
96 gallon commercial rates	\$61.32	\$64.02	\$2.56	\$66.58
Activation and re-activation fee	\$53.40	\$55.75	N/A	\$55.75

### Roll Off Service

Garbage	Previous Base Rate Per Month	New Base Rate Per Month	Franchise Fee	New Total Rate per Month
10 Cubic Yard	N/A	N/A	N/A	N/A
14/15 Cubic Yard	\$302.20	\$315.53	\$12.62	\$328.15
20 Cubic Yard	\$402.91	\$420.68	\$16.83	\$437.51
25 Cubic Yard	N/A	N/A	N/A	N/A
30 Cubic Yard	\$564.08	\$588.96	\$23.56	\$612.52
40 Cubic Yard	N/A	N/A	N/A	N/A

Compactors	Previous Base Rate Per Month	New Base Rate Per Month	Franchise Fee	New Total Rate per Month
10 Yard	\$501.64	\$523.76	\$20.95	\$544.71
15 Yard	\$610.32	\$637.24	\$25.49	\$662.73
20 Yard	\$664.11	\$693.40	\$27.74	\$721.14
24 Yard	\$731.35	\$763.60	\$30.54	\$794.14
30 Yard	\$936.35	\$977.64	\$39.11	\$1,016.75
40 Yard	\$1,278.97	\$1,335.37	\$53.41	\$1,388.78

Other Charges	Previous Base Rate Per Month	New Base Rate per Month	Franchise Fee	New Total Rate per Month
Activation and re-activation fee	\$53.40	\$55.75	\$0.00	\$55.75
Roll off rate per yard*	\$20.21	\$21.10	\$0.84	\$21.94
Delivery fee	\$97.37	\$101.66	N/A	\$101.66

\*Rate per yard is used for unlisted bin sizes only

### Transfer Stations: Silver Springs and Sutro

Item	Previous Base Rate Per Month	New Base Rate Per Month	Franchise Fee	New Total Rate per Month**
MSW-loose per yard	\$12.36	\$12.91	\$0.52	\$13.45
MSW-compacted per yard	\$19.35	\$20.20	\$0.81	\$21.00
Construction & Demolition (C&D) per yard	\$20.68	\$21.59	\$0.86	\$22.45
Freon recovery	\$69.25	\$72.30	\$2.89	\$75.20
White metals-per item	\$34.63	\$36.16	\$1.45	\$37.60
Recyclables drop off-paper, cardboard, glass, newspaper, plastics, magazines, aluminum and tin	\$0.00	\$0.00	\$0.00	\$0.00
Anti freeze (3 gallon max)	\$0.00	\$0.00	\$0.00	\$0.00
Batteries	\$0.00	\$0.00	\$0.00	\$0.00
Waste Oil (5 gallon max)	\$0.00	\$0.00	\$0.00	\$0.00
Tires-Up to 20"	\$13.78	\$14.39	\$0.58	\$14.95

Tires-Over 20"	\$16.64	\$17.37	\$0.69	\$18.05
Tire-Equipment	\$48.58	\$50.72	\$2.03	\$52.75

**Emergency Management**

Item	Previous Base Rate Per Month	New Base Rate Per Month	Franchise Fee	New Total Rate per Month**
Operated truck (roll off truck with container) - per hour	\$164.43	\$171.68	\$6.87	\$178.55
Construction equipment - per hour	\$164.43	\$171.68	\$6.87	\$178.55

**\*\*Transfer Station Rates have been rounded to the nearest \$0.05**

Attachment 2  
Proposer Code of Conduct

## Attachment 2: Proposer Code of Conduct

### PROPOSER CODE OF CONDUCT

Lyon County is planning to request and receive proposals for Franchise Collection Services within the unincorporated areas of Lyon County.

Lyon County has a desire to maintain a process free from any undue influence and the appearance of impropriety.

A potential proposer (“Potential Proposer”) is defined as any individual or entity involved in making a proposal to the County under the request for proposals (“RFP”) process. Each Potential Proposer is individually responsible for ensuring compliance with the following Code of Conduct. The Potential Proposer’s responsibility to comply with this Code of Conduct shall extend to the Potential Proposer’s employees, agents, consultants, lobbyists, or other parties or individuals engaged for the purposes of developing or supporting the Potential Proposer’s proposal.

**The Proposer Code of Conduct is presented below:**

#### **1. Ex Parte Communications Prohibited**

From October 21, 2021 until the execution of the Agreement with the selected Proposer, Potential Proposers are prohibited from having any verbal or written communications (ex parte contacts) with any County Commissioner related to any matter related to the RFP process, except in the course of a legally noticed meeting of the Board of County Commissioners, or any subcommittee of the Board, or in conjunction with an ex parte contact arranged by and involving the County staff and/or consultants. If any such unauthorized ex parte contact occurs, the Commissioners shall disclose its occurrence at the next meeting of the Board of Commissioners meeting that next follows the said ex parte contact.

#### **2. Gift and Compensation Prohibited**

From October 21, 2021 until the execution of the Agreement with the selected Proposer, Potential Proposers are prohibited from giving any gift of any monetary value, or compensation of any kind to a Commissioner or any County staff member or consultant. Please be aware that any Commissioner who accepts such a gift or compensation may be subject to censure by the Board of County Commissioners. Any County staff member who violates this policy may be subject to discipline including termination of services, and any Proposer who violates this policy may be subject to termination of services. Any Potential Proposer who violates this policy as to gifts or compensation may be subject to disqualification by the Board of County Commissioners from the RFP Process.

#### **3. Collusive Activities Prohibited**

From October 21, 2021, until the execution of the Agreement with the selected Proposer, collusive activities among Potential Proposers are expressly forbidden and will likely result in immediate disqualification from the Selection Process. If two or more Potential Proposers are developing a joint proposal, the Potential Proposers must notify Andrew Haskin via email at [ahaskin@lyon-county.org](mailto:ahaskin@lyon-county.org) no later than thirty (30) days prior to the deadline for submission of proposals. This notification will be kept confidential until after submission of all technical and cost proposals.

The following affidavit is submitted by Proposer as a part of this proposal:

The undersigned deponent, of lawful age, being duly sworn, upon his oath deposes and says: that he has lawful authority to execute the within and foregoing proposal; that he has executed the same by subscribing his name hereto under oath for and on behalf of said Proposer; that Proposer has not directly or indirectly entered into any agreement, express or implied, with any Proposer or Proposers, having for its object the controlling of the price or amount of such proposal or proposals, the limiting of the proposals or Proposers, the parceling or framing out to any Proposer or Proposers or other persons of any part of the agreement or any part of the subject matter of the proposal or proposals or of the profits thereof, and that he has not and will not divulge the sealed proposal to any person whomsoever, except those having a partnership or other financial interest with him in said proposal or proposals, until after the selection of the Franchisee and completion of the RFP process.

Deponent further states that the Proposer has not been a party to any collusion among Proposers in restraint of freedom of competition; by agreement to make a proposal at a fixed price or to refrain from submitting a proposal; or with any County official or employee as to quantity, quality, or price in the prospective agreement; or in any discussions between Proposers and any Lyon County official concerning exchange of money or other things of value for special consideration in the letting of an agreement; that the Proposer/Company has not paid, given or donated or agreed to pay, give or donate to any official, officer or employee of Lyon County directly or indirectly, in the procuring of the award of agreement pursuant to this proposal.

**4. Submission of Code of Conduct**

The signed, notarized Code of Conduct must be submitted with the sealed proposal.

I declare under penalty of perjury of the laws of the State of Nevada that the foregoing is true and correct and that this Code of Conduct was executed on this \_\_\_\_ day of \_\_\_\_\_, 2021 at \_\_\_\_\_.

SIGNED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

Subscribed and sworn to before me on this \_\_\_\_ day of \_\_\_\_\_, 2021 at \_\_\_\_\_.

Notary Public My Commission expires:

# Attachment 3

## County Facilities

### Attachment 3: County Facilities

<b>Description</b>	<b>Area of County</b>	<b>Address</b>	<b>Containers</b>
Dressler Park	Smith Valley	2715 HWY 208	1 - 4 CY Bin
Hillcrest Cemetery	Smith Valley	2432 HWY 208	1 - 3 CY Bin
Road Dept Maintenance Yard	Smith Valley	139 Day Lane	1 - Waste Wheeler
Facilities/Road Dept Office, Bldg A	Mason Valley	18 HWY 95A North	1 - 3 CY Bin
Heavy Equipment Shop, Bldg D	Mason Valley	18 HWY 95A North	1 - 4 CY Bin
Vehicle Maintenance Shop, Bldg C	Mason Valley	18 HWY 95A North	1 - 4CY Bin
Buildings & Grounds, Bldg G	Mason Valley	18 HWY 95A North	1 - 4 CY Bin
Roadside Rest Stop	Mason Valley	46 HWY 339	1 - 3 CY Bin
Lyon County Fairgrounds	Mason Valley	100 HWY 95A East	1 - 3 CY Bin
Lyon County Fairgrounds, Rest Area	Mason Valley	100 HWY 95A East	1 - Waste Wheeler
Valley View Cemetery	Mason Valley	Cemetery Road	1 - 3 CY Bin
Silver City Community Center	Silver City	385 High St.	1 - Waste Wheeler
Silver Springs Animal Services	Silver Springs	3705 HWY 50 West	1 - 4 CY Bin
Silver Springs Road Yard	Silver Springs	3590 Graham Ave.	1 - 4 CY Bin
Silver Springs Library	Silver Springs	3905 HWY 50 West	1 - Waste Wheeler
Silver Springs Senior Center	Silver Springs	2945 Ft. Churchill St.	1 - 6 CY Bin
Silver Springs SC Thrift Store	Silver Springs	2965 Ft. Churchill St.	3 - Waste Wheelers
Silver Springs JPO Office	Silver Springs	1075 Pyramid St.	1 - Waste Wheeler
Silver Springs Penny Park	Silver Springs	1355 Donner Trail	1 - 3 CY Bin
Silver Springs Government Bldg	Silver Springs	620 Lake St.	1 - 3 CY Bin
Silver Stage Ball Park	Silver Springs	3905 HWY 50 West	1 - 3 CY Bin
Sheriff's Sub-station/ McAtee Bldg	Silver Springs	2475 Ft. Churchill St.	1 - 3 CY Bin
Waste Water Treatment Plant	Silver Springs	1900 Eureka St.	1 - Waste Wheeler
Stagecoach Community Center	Stagecoach	8105 Hwy 50 West	4 - Waste Wheelers
Santa Maria Park	Dayton	212 Toscana Dr.	1 - 4 CY Bin
Our Park	Dayton	370 River St.	1 - 4 CY Bin
Mark Twain Park	Dayton	121 Roughing It Rd.	1 - 4 CY Bin
Dayton Justice Courthouse	Dayton	235 Main St.	2 - Waste Wheelers
Dayton Community Center	Dayton	170 Pike St.	1 - 3 CY Bin
Dayton JPO/Facilities	Dayton	50 River St.	1 - 3 CY Bin
Dayton Senior Center	Dayton	320 Old Dayton Rd.	1 - 4 CY Bin
Dayton Library	Dayton	321 Old Dayton Rd.	None (shares w/ Senior Ctr.)
Dayton Old Como Park	Dayton	249 Old Dayton Rd.	1 - 4 CY Bin
Dayton Depot	Dayton	20 Main St.	1 - 4 CY Bin
Dayton St. Ann's Church	Dayton	140 Pike St.	1 - Waste Wheeler
Rolling A Open Space	Dayton	Cardelli Rd. & River Rd.	1 - 6 CY Bin
Rolling A Waste Water Treatment	Dayton	1165 Ferretto Pkwy	1 - 2 CY Bin & 2 - Waste Wheeler
Dayton Utilities Office	Dayton	34 Lakes Blvd	1 - 3 CY Bin
Dayton Road & Utilities Yard	Dayton	200 Lakes Blvd	1 - 2 CY Bin & 1 - 4 CY Bin

# Attachment 4

## Sample Contract

# Sample Contract

## SOLID WASTE FRANCHISE AGREEMENT BETWEEN LYON COUNTY, NEVADA AND

\_\_\_\_\_  
\_\_\_\_\_

This Solid Waste Franchise Agreement (“Franchise Agreement” or this “Agreement”) is entered into as of the Effective Date, as defined below, by and between Lyon County, Nevada, a political subdivision of the State of Nevada, (“Franchisor” or “County”) and \_\_\_\_\_, for the collection, transportation, and disposal of Solid Waste. Franchisor and Franchisee may be referred to herein collectively as the “Parties” or individually as a “Party.”

### RECITALS

WHEREAS, Franchisor and Franchisee are mindful of the provisions of the laws governing the safe collection, transport, recycling and disposal of Solid Waste;

WHEREAS, NRS 244.187 authorizes Lyon County to provide by franchise for Solid Waste collection and disposal services within the limits of Lyon County and without the limits of the incorporated cities therein; and

WHEREAS, Franchisee has represented and warranted to Franchisor that it has the experience, responsibility, and qualifications to provide residents in the franchise area collection and safe transport to disposal facilities of municipal Solid Waste; and

WHEREAS, Lyon County and Waste Management, Inc. d/b/a Fernley Disposal are currently parties to that certain Franchise Agreement dated April 1, 2010 as amended, (the “Prior Franchise Agreement”); and

WHEREAS, it is the Parties intent and desire that this Agreement take effect upon Effective Date, and shall supersede and replace the Prior Franchise Agreement, upon the terms set forth herein.

NOW, THEREFORE, in consideration of the covenants and promises contained herein, the Parties mutually agree to the following terms and conditions.

#### 1. **Definitions.**

“**Adjustment Date**” means April 1, 2022 and the date which occurs annually on each anniversary of the Adjustment Date thereafter.

“**Approved Landfill**” means a site holding a valid permit to permanently deposit municipal Solid Waste in accordance with all applicable laws and regulations of the United States, the State of Nevada, the Nevada Environmental Commission and any other agency with lawful jurisdiction.

“**Brush**” means plants or grass clippings, leaves or tree trimmings.

**“Bulky Wastes”** means stoves, refrigerators which have CFC’s removed by a certified technician, water tanks, washing machines, all other household appliances, furniture, loose brush and other materials that do not exceed 75 lbs., and other Waste materials other than construction debris, dead animals, or stable matter with weights or volumes greater than those allowed for containers.

**“Bundle”** means tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding four (4) feet in length, or 75 lbs. in weight.

**“Cart”** means Franchisee-owned wheeled cart that is a plastic container with 64 or 96 gallons of capacity; designed for and used with a hydraulic lifting mechanism; weighing not over 80 pounds per 64 gallon capacity and 180 pounds per 96 gallon capacity when full; fitted with a sturdy handle and a cover; be rodent and insect resistant; and be capable of holding collected liquids without spilling when in an upright position.

**“Commercial and Industrial Waste” (“C&I Waste”)** means Waste collection from business establishments, public buildings or places, and buildings of a commercial nature containing dwelling units or living accommodations of a temporary or transient nature, including, but not limited to motels, hotels, boarding houses and rooming houses, as well as Waste generated by persons living in an apartment house, mobile home park, recreational vehicle park, or campground, of three (3) or more units, and any Waste generated by not-for-profit associations or corporations.

**“Construction and Demolition Waste” (“C& D Waste”)** as used in this Agreement shall mean Solid Waste of non-putrescible material, generated from the demolition, construction, or remodel of building structures. Waste containing putrescible material or garbage is not considered to be Construction and Demolition Waste and requires the mixture to be collected as Garbage pursuant to all applicable regulations and provisions of any franchise agreement in force.

**“Construction and Demolition Waste Collection”** means collection and removal of Construction and Demolition Waste from residential, commercial, institutional and industrial premises at such frequency as shall be reasonably requested by the owner or agent.

**“County”** means Lyon County, Nevada, a political subdivision of the State of Nevada.

**“Effective Date”** means April 1, 2022

**“Franchise Area”** means the unincorporated areas of Lyon County, including, but not limited to the areas commonly referred to as the communities of Silver City, Mound house, Dayton, Eldorado Lakes, Dayton Valley, Mark Twain, Stagecoach, Silver Springs, Wabuska, Mason, Mason Valley, Smith, Wellington, and Smith Valley. “Franchise Area” shall not include the cities of Fernley and Yerington.

**“Garbage”** means:

- A. Putrescible animal and vegetable waste resulting from the handling, storage, preparation, cooking, and sale and serving of food and beverage.

This includes, but is not limited to:

1. Offal, swill, kitchen and table waste, and other organic animal and vegetable waste;
2. Bottles, cans, cups, plates, utensils, containers, and/or covering of any construction or material that has been in intimate contact with food, confection and/or beverage;

3. Any component used in the preparation or manufacture of matter intended for animal or human consumption; and
4. Such matter and/or materials listed in (1) through (3) above that have been discarded without first being sanitized.

B. Infectious Waste: The mixing, addition or commingling of garbage with rubbish, trash, or other waste matter, renders the entire resulting mixture as garbage and requires the mixture to be handled as garbage.

**“Gross Collection Receipts”** means any and all revenue or compensation actually collected by Franchisee from customers under this Agreement for the exclusive collection, transportation, and disposal of Solid Waste within the Franchise Area, net of Franchise Fees. The term Gross Collection Receipts, for purposes of this Agreement, shall not include any: a) County, or other federal, state, or local taxes or surcharges; b) any customer late fees, NSF charges, interest, or reactivation charges; or c) any revenues generated from the sale of recyclables or any recycling rebates received from the State.

**“Hazardous Waste”** shall have the meaning set out in NRS 459.430.

**“Putrescible Waste”** means Waste that is capable of decaying, rotting or becoming putrid.

**“Recyclable Material”** has the meaning ascribed to it in NRS 444A.013 and means Solid Waste that can be processed and returned to the economic mainstream in the form of raw materials or products, as determined by regulations adopted by the State Environmental Commission

**“Refuse”** refers generally to all forms of discarded Solid Waste, including Garbage, Rubbish, and Waste matter.

**“Solid Waste”** has the meaning ascribed to it in NRS.444.490 which includes all putrescible and non-putrescible refuse in solid or semi-solid form, including, but not limited to, Garbage, rubbish, junk, vehicles, ashes or incinerator residue, street refuse, dead animals, demolition waste, construction waste, solid or semisolid commercial and industrial waste. The term does not include “hazardous” waste as the term is defined by NRS 459.400 to 459.600, inclusive.

**“Transfer Station”** means a facility and/or building structure for the temporary collection, consolidation and compaction of Solid Waste so that an economical method of transportation of Solid Waste to an Approved Landfill is utilized. Transfer stations must not require customers to transfer Solid waste into dumpsters or other containers with the exception of recyclable materials, hazardous waste, and bulky items that must be disposed of separately. Transfer Stations should accommodate for the use of dump trailers.

**“Waste”** means any unwanted or discarded material resulting from any activity, including but not limited to Solid Waste and Recyclable Materials.

## **2. Scope of Work:**

The scope of work for this contract is generally defined as **Solid Waste Franchise Agreement**. The Contract Documents and Franchisee’s entire proposal are on file with Lyon County. The work scope will include, but not be limited to the tasks outlined in the RFP.

The Franchisee shall perform within the time stipulated, the Contract as herein defined and shall provide and furnish any and all of the labor, materials, methods or processes, equipment implements, tools, machinery and equipment, and all utility, transportation and other services required to complete all of the work covered by the

Contract in connection with strict accordance with the plans, specifications or proposals, which were approved by the County and are on file with the county, including any and all addenda issued by the county.

Franchisee represents and warrants that Franchisee is engaged in an independent calling and has complied and will continue to comply with all local, state and federal laws regarding business permits and licenses that may be required to carry out the independent calling and to perform the services to be performed under this Agreement.

Franchisee understands that the services it has been retained to perform may be dangerous or may entail a peculiar unreasonable risk of harm to others unless special precautions are taken, and Franchisee agrees to exercise reasonable care to take such precautions.

### **3. Exclusive Right; Exclusion; Enforcement.**

The Franchisor does hereby grant to Franchisee the exclusive duty, right, and privilege to collect, transfer and dispose or otherwise handle all Solid Waste and other Waste materials generated, deposited, accumulated, or otherwise coming to exist in the Franchise Area. Solid waste collection is not mandatory in Lyon County. Waste collection services shall not be mandated by the county for all residential premises, multifamily complexes, and commercial and industrial businesses within the Franchise Area. Any residential premises, multifamily complexes, and commercial and industrial businesses within the Franchise Area that choose to use waste collection services shall be required by Franchisor to utilize the Solid Waste collection services of Franchisee provided hereunder. For purposes of clarification, loads of industrial/commercial dry waste (i.e. non-putrescible) material shall be subject to Franchisee's exclusive rights under this Agreement.

#### 3.1 Exclusions.

A. Notwithstanding the above, the following exceptions to exclusivity apply:

- Refuse generated by a resident and transported by such resident to an approved landfill or transfer station;
- Recyclable materials or bulky items that are source separated from solid waste by a service recipient for which the waste generator sells or is otherwise compensated by a collector in a manner resulting in a net payment to the waste generator;
- On-call construction and demolition debris collection service using a roll-off truck and roll-off box;
- Solid waste, recyclable materials, bulky items and/or C&D removed from a premise by a company (e.g., gardener, landscaper, tree-trimming service, construction contractor, residential clean-out service) as an incidental part of the service being performed by the company where the company uses its own vehicle and employees for the collection and transportation of such materials;
- Green waste disposed of through programs provided by Fire Protection Districts;
- Removal and transportation of bulky items or other material as part of the service of providing a replacement item when such removal and transportation is provided by the Franchisee who sold the replacement item;
- Hazardous waste regardless of its source;
- Roll off dumpsters that are not part of a regularly scheduled service.

B. It is understood that the right and privilege of collecting, removing, transporting and disposing or otherwise handling Construction and Demolition Waste ("C & D Waste"), generated, deposited and accumulated from residential units and commercial and industrial establishments within the unincorporated County shall be non-exclusive. Others may also enter into non-exclusive franchise agreements with Lyon County to collect, remove, transport and dispose or otherwise handle

Construction and Demolition Waste (“C & D Waste”), provided such parties obtain all necessary County permits and licenses, and comply with all applicable laws and regulations. For purposes of clarification, Waste containing any amount of putrescible material or garbage is not considered to be C&D Waste and requires that the mixture be collected as Solid Waste exclusively by Franchisee. Franchisee shall not be responsible for paying any franchise fees on the collection of C&D Waste, unless such franchise fees are also applied to the collection of such C&D Waste by third parties.

3.2 Title to the Solid Waste Stream. The title to all of the Solid Waste stream and other Waste materials (excluding Hazardous Wastes) and the property rights associated therewith for the collection and disposal of Solid Waste and other Waste materials under this Agreement shall be the sole property of Franchisee. For purposes of this Agreement, the transfer of title occurs at the time that Solid Waste and other Waste is deposited by residential customers in containers and left at the curb for collection by Franchisee or is deposited by commercial customers in dumpsters or equivalent containers and left for collection by Franchisee. The title to Recyclable Materials transfers to Franchisee at the time such materials are placed into containers at the Transfer Station.

3.3 Enforcement. To the extent permitted by law, the County and/or Franchisee shall prohibit any person from providing the same or similar service for the collection, hauling and disposing of Solid Waste and other Waste materials within the County that is in violation of the terms of this exclusive Franchise Agreement. The County shall use good faith efforts to protect and enforce the exclusive rights of Franchisee through appropriate ordinances and reasonable enforcement of those ordinances against third party violators. If, at the request of Franchisee, the Franchisor takes administrative, law enforcement, or other legal action against any person who infringes on the Franchisee’s exclusive rights, Franchisee must reimburse Franchisor for its reasonable legal costs related to such action. Franchisee may independently enforce the exclusivity provisions of this Agreement against third party violators, including but not limited to seeking injunctive relief, and the Franchisor shall use good faith efforts to cooperate in such enforcement actions brought by Franchisee.

3.4 Term of Agreement. The initial term of this Agreement shall be ten (10) years, commencing on the Effective Date and, unless sooner terminated in accordance with the provisions of this Agreement, expiring on the same day ten (10) years later. The Franchisee may request to extend the term of this Agreement for an additional five (5) years by providing written notice of their request to extend the contract term. Written notice must be received at the Lyon County Manager’s Office not later than the ninth anniversary of the Effective Date. Upon receipt of the written request to extend the term of the agreement, the Lyon County Manager will confirm receipt of the request. Franchisee should not consider the notice to be received until they receive the confirmation of receipt from the Lyon County Manager. The extension must be considered and approved by the Lyon County Board of County Commissioners. No extensions will be considered if the Franchisee is in breach of any provision of this agreement. Lyon County reserves the right to change any provisions of the original agreement, by addendum, as a part of the contract extension. After the first five year extension the Franchisee may request additional extensions in successive periods of five (5) years, by providing a written request to extend the term as outlined above not later than twelve months prior to the expiration of the then existing term. All extensions must be considered and approved by the Lyon County Board of Commissioners. Lyon County reserves the right to change any provisions of the original agreement or subsequent extension agreements as a part of any contract extension. Should Lyon County choose not to extend the Franchisee’s contract at any time, the agreement in place at the time of the contract expiration shall remain in effect on a month to month basis until a new Franchisee is selected and commences collection operations.

#### 4. Franchisee Services.

- 4.1 Residential Service. Collection at residential premises served by the Franchisee shall be a minimum of once weekly. The rates for residential collection shall include, at a minimum, a regular rate and a senior rate. The regular residential collection rate shall include the collection of approximately ninety-six (96) gallons of Solid Waste, and an additional approximately one cubic yard of Refuse and Waste matter that may be placed in boxes, bundles, disposal plastic bags, or other suitable containers that meet the limitations specified in the definition of Bulky Waste, which is equivalent to six (6) thirty-two (32) gallon cans, bags, boxes or bundles. Each item shall not exceed seventy five (75) pounds in weight or four (4) feet in length. Each residential customer shall be provided the opportunity to receive a 96-gallon cart by Franchisee, or may request a smaller, 64-gallon cart as a substitute. A customer may provide their own containers and Franchisee shall not charge any additional fee for the collection of solid waste from customer owned containers, provided that such containers do not pose a safety hazard to Franchisee's collection workers or collection vehicles, and provided further that Franchisee shall not be responsible for normal wear and tear or other damage to such customer owned containers unless caused by Franchisee's negligence. When the sixty-four (64) gallon service level is requested by a customer other than a senior, it does not include the additional cubic yard of waste.

The senior residential collection rate shall have an eligibility age of 62 years old, or older, and include the collection of sixty-four (64), or more, of Solid Waste in a container(s), and an additional approximately one cubic yard of Refuse and waste matter that may be placed in boxes, bundles, disposal plastic bags, or other suitable containers that meet the limitations specified in the definition of Bulky Waste.

Residential customers shall be able to request one (1) additional ninety-six (96) gallon cart from Franchisee as a part of the collection of the additional yard of refuse and waste matter. Franchisee may charge the residential customer a cart rental fee but may not charge an additional service charge for the additional cart. The extra cart and rental fee shall not entitle residential customers to more than one (1) additional cubic yard of refuse and waste matter. Additional carts may be provided for a fee as set forth in the rate schedule in Exhibit A.

Additionally, franchisee may charge an additional fee as set forth in Exhibit A when optional yard service is provided. Yard service charges are allowed when service to the customer's container requires walk in or drive in service. Where yard service is provided, Franchisee shall not be responsible for damage to private roadways or adjacent property, and Franchisee may require a damage waiver agreement or decline to provide service on such private roads.

- 4.2 Commercial/Industrial Service. All commercial and industrial customers shall use either Franchisee owned 96-gallon carts for Solid Waste collection service, or collection service will be provided in Franchisee owned steel containers ranging in size from 1-yard to 40-yard containers and 10- yard to 40-yard compactors. Collection and removal of Solid Waste from the premises of commercial, institutional and industrial customers shall be at such frequency as shall be reasonably requested by the owner or agent. Collection service shall be at a frequency to maintain premises free of accumulation of Waste.
- 4.3 Transfer Station Operations. The exclusive duty, right and privilege of constructing, operating and maintaining transfer stations in community areas specified by the County for the temporary collection and compaction of solid waste, and other collecting or otherwise handling Recyclable Materials and Household Hazardous Waste, as may be required under the franchise agreement, so that an economical method of transportation of solid waste to an approved landfill is utilized. Franchisee may fulfill this requirement through a subcontract with the owner/operator of a transfer station that meets all regulatory requirements.

Transfer stations shall be operated in Dayton, Silver Springs, Mason Valley and Smith Valley. All transfer stations are to have consistent days and hours of operation unless otherwise approved by the Board of County Commissioners. Transfer stations must not require customers to transfer Solid waste into dumpsters or other containers with the exception of recyclable materials, hazardous waste, and bulky items that must be disposed of separately. Transfer Stations should accommodate for the use of dump trailers.

- 4.4 **Recyclable Materials.** The Franchisee shall have the exclusive, duty, right, and privilege of collecting, removing, transporting, and disposing of or otherwise handling all Recyclable Materials generated, deposited, and accumulated at the Transfer Stations, which shall include meeting all applicable regulatory requirements. The collection of Recycling Materials shall at a minimum comply with the requirements set forth in NRS 444A as applicable, or as may become applicable, to Lyon County. The Franchisee agrees that it shall provide and maintain recycling drop off service at Franchisee's Transfer Stations. Franchisee shall be entitled to retain any revenues generated from the sale of the recyclable materials. Recyclable Materials acceptable for drop off shall include cardboard, newspapers, magazines, office paper, plastics 1 through 10, aluminum, tin cans, and glass; provided, however, if Franchisee demonstrates to the County's satisfaction that recyclable commodity markets for certain of the above listed materials are not viable, then Franchisee shall not be required to accept such materials for drop off and processing. At a minimum, demonstration of the lack of a viable market shall require the Franchisee to show, through accounting and analytical methodologies acceptable to the County, that markets are not available to allow the Franchisee to break even on the Franchisee's overall recycling program as required under this Franchise Agreement. All items but glass shall be collected commingled in one container. Recycling drop off service will be provided to County residents free of charge, and Franchisee shall provide the County with an annual report of the number of tons recycled each year. Additionally, Franchisee will provide free drop off of up to 3 gallons of antifreeze, 5 gallons of motor oil and up to 5 car or equipment batteries. Exceptions to exclusivity include source separated Recyclable Materials that are donated by the generator to youth, civic, charitable or other nonprofit organizations., Source separated Recyclable Materials generated by commercial customers that are placed in containers, have less than 5% residual or 95% of the source separated material is recyclable, and are collected through a private arrangement with the generator and the generator is compensated at market rates for the recyclables collected. Additionally, property owners may personally self-haul and deposit Recyclable Materials at any licensed/permitted recycling facility.

The Franchisee will be required to submit to the Franchisor an annual report of the number of tons of each material that was recycled for the previous year. The recycling report is due to the Franchisor by February 15th.

- 4.5 **Collection at County Facilities.** Franchisee will provide collection and disposal of all Solid Waste, without cost or charge, at all buildings, parks and other facilities owned by Lyon County which are open to the public and operating under normal conditions. This complimentary service provided to Lyon County shall not apply to the disposal of any form of Solid Waste that requires special handling or equipment, solid waste resulting from natural disasters, and businesses operating for profit on County properties under special licensing or franchise agreements. The cost of this service shall be considered as a normal cost of operations for determining collection rates. A list of current County facilities and service levels is included in Attachment 3, this list may be modified at any time by Lyon County with 30 days' notice to Franchisee.

In addition, Franchisee will provide collection and disposal of solid waste for the following:

**County Clean-Up Service**

Franchisee, in response to a request from the Community Development Director at least thirty (30) days in advance, shall provide collection vehicles, bins and/or roll-off box containers and staff necessary for temporary clean-up programs at a centralized collection site, including but not limited to organized area clean-ups. Franchisee shall transport and deliver the collected materials to the disposal facility, the materials recovery facility, or such other facility as is appropriate for the disposition of the materials and approved by the Contract Administrator.

### **On-Call Bulky Item Service**

During the term of this Agreement, Franchisee shall provide bulky item collection service to Lyon County service units in the County.

### **Neighborhood Clean-up Program**

Beginning July 1, 2022 and annually thereafter during the term of this Agreement, Franchisee shall conduct Two Neighborhood Clean-Up days per year, where Residential Customers are permitted to place bulky items curbside on a designated day according to designated parameters. The number of tires collected as part of each Neighborhood Clean-Up shall be limited to four (4) passenger car and light truck tires per household.

### **On-Call Collection of Illegally Dumped Bulky Items**

During the term of this Agreement, Franchisee shall provide on-call collection of illegally dumped Bulky Items as requested by Lyon County. Within 24 hours of notification by the County, Franchisee shall collect the item(s). Franchisee shall provide a designated contact to Lyon County for notification of illegally dumped items.

- 4.6 **Construction and Demolition Waste.** It is understood that the right and privilege of collecting, removing, transporting and disposing or otherwise handling Construction and Demolition Waste (“C & D Waste”), generated, deposited and accumulated from residential units and commercial and industrial establishments within the unincorporated County shall be non-exclusive. Others may also enter into non-exclusive franchise agreements with Lyon County to collect, remove, transport and dispose or otherwise handle Construction and Demolition Waste (“C & D Waste”), provided such parties obtain all necessary County permits and licenses, and comply with all applicable laws and regulations. For purposes of clarification, Waste containing any amount of putrescible material or garbage is not considered to be C&D Waste and requires that the mixture be collected as Solid Waste exclusively by Franchisee. Franchisee shall not be responsible for paying any franchise fees on the collection of C&D Waste, unless such franchise fees are also applied to the collection of such C&D Waste by third parties.
- 4.7 **Household Hazardous Waste Program.** Franchisee will work with the County and its various fire districts to provide for a Household Hazardous Waste Program at each Transfer Station in the unincorporated area of the County at a minimum of once annually. The collection of Household Hazardous Waste shall at a minimum comply with the requirements set forth in NRS 444A as applicable, or as may become applicable, to Lyon County.
- 4.8 **Disaster Relief.** In the event of a natural disaster or other County emergency, Franchisee shall use commercially reasonable efforts to provide assistance to Franchisor in the form of equipment, labor, and disposal services. Emergency contingencies may occur where in order to protect the health and safety of the public the County deems it necessary to permit and/or contract with other entities, companies or

services to collect, transport or dispose of solid waste resulting from an emergency and/or disaster. Rates must be included in the rate schedule.

- 4.9 Brush/Bulky Wastes Collection. A special collection service for large amounts of brush/bulky wastes and/or bundles, available to all residential customers on request and for a fee, except as specified in the description of residential collection. Fee must be included in the rate schedule.
- 4.10 Unusual Accumulations Collection. The collection of unusual accumulations of solid waste, as provided in the franchise agreement. Such collection services may be made at an additional charge to a customer. Fee must be included in the rate schedule.
- 4.11 Vouchers for Free Disposal Service. During the term of this Agreement, each single family residential customer shall be issued a voucher once per year, which shall entitle such customer to dispose of up to four (4) cubic yards of Solid Waste, free of charge, at a Transfer Station owned or operated by Franchisee. The voucher must be a punch card or have separate coupons to allow customers to dispose of solid waste in half yard increments. The Franchisee shall provide the voucher to each single family residential customer of record in the first quarter of each calendar year. New customers would be provided a voucher in their "Welcome Packages." The customer shall be responsible for the removal of CFC's from any refrigeration type unit prior to disposal at the Transfer Station. The voucher does not provide for free CFC removal. The first year's voucher shall be provided upon commencement of service. Vouchers are not to expire throughout the term of this agreement.
- 4.12 Collection Exclusions. Franchisee shall not be obligated to pick up Hazardous Waste, including refrigeration appliances that have not had CFC's removed by a certified technician, tires, automobile/vehicle batteries, petroleum products, paints and other chemicals and solvents identified as hazardous by the U.S. Environmental Protection Agency as a part of a routine collection service. The collection of some types of Hazardous Waste at Transfer Stations may be required in accordance with a household hazardous waste program. In addition, Franchisee shall not be required to collect Carts or containers that are not set out or filled in accordance with, or do not meet Franchisee's collection requirements or that are not accessible to Franchisee.

## **5. Standards for Collection and Operation.**

- 5.1 Compliance with Law. Franchisee shall comply with all laws and regulations applicable to Franchisee's operations, including laws, ordinance, rules, and regulations of the United States, the State of Nevada, and the County, including all necessary and required permits and licenses.
- 5.2 Collection Services. Franchisee shall furnish all labor, supervision, materials, supplies, equipment, and all other items required to collect and dispose of all Solid Waste and other Waste materials generated or accumulated from residential premises, multifamily complexes, and commercial and industrial businesses within the Franchise Area. The work to be done by Franchisee shall be accomplished in a professional manner so that the residents within the Franchise Area are provided reliable, courteous, and high-quality collection of Solid Waste. Collection routes shall be established by the Franchisee. Franchisee shall conduct its operation so as to minimize as practicable any obstruction and inconvenience to public traffic or disruption of the peace and quiet of the area within which collection occurs.
- 5.3 Equipment. Franchisee shall possess or demonstrate to the Franchisor's reasonable satisfaction that it has available to it adequate equipment and vehicles, including reserve or replacement vehicles and equipment, sufficient to perform the services required of Franchisee. Franchisee shall maintain all trucks and equipment used within the Franchise Area in good mechanical condition and the same shall be clean, numbered, and uniformly painted. All truck bodies used by Franchisee shall be constructed of metal and

shall be watertight and leak proof. Each vehicle used by Franchisee shall carry at all times a broom and shovel or other item appropriate for use in the prompt removal of any spilled material. All vehicles used by Franchisee shall have adequate coverage at all times to prevent the spillage of Solid Waste. Collection of Solid Waste shall be made using sealed packer-type trucks, and such equipment shall not be allowed to leak nor scatter any waste within the limits of the County nor while en route to the disposal site, where such accumulation shall be dumped. Due to street size variations in the County, the Franchisee will need to provide equipment that will accommodate such public streets and alleys. Special collections shall be made using appropriate equipment. Franchisee shall hand-clean all spillage and power wash all hydraulic oil and vehicle fluid leaks from public and/or private property resulting from its collection activities by end of the next business day after receiving a complaint of such spillage or leak.

All motor vehicles used in performance of the obligations herein created shall be clearly marked with the Franchisee's name, telephone number and unit number legible from 150 feet. No advertising shall be permitted on vehicles. All collection equipment shall be maintained in a first class, safe, and efficient working condition throughout the term of the franchise agreement. Such vehicles shall be maintained and painted as often as necessary to preserve and present a well-kept appearance, and a regular preventative maintenance program. The County may inspect Franchisee's vehicles at any time to ensure compliance of equipment with franchise agreement, or require equipment replacement schedule to be submitted to County. Vehicles are to be washed on the inside and sanitized with a suitable disinfectant and deodorant a minimum of once a month. Such vehicles shall be washed and painted or repainted as often as necessary to keep them in a neat and sanitary condition.

- 5.4 Carts and Containers. All Carts and containers provided by Franchisee shall remain the property of Franchisee. Customers shall not overfill Carts or containers. Franchisee shall replace at its cost Franchisee-owned containers damaged by the negligent acts or willful misconduct of its employees and through wear and tear of use, but shall not be responsible for free replacement of containers which become damaged or unusable as a result of the negligent acts or willful misconduct of other parties. Franchisee shall have the right to bill the parties whose negligence or misconduct causes damage for the replacement costs of the damaged containers. Cart and Container replacement costs must be included in rate schedule.
- 5.5 Collection Frequency and Method. Franchisee shall collect Solid Waste from residences on a weekly basis. Franchisee shall collect Solid Waste from multifamily, commercial, and industrial accounts on a weekly basis or more frequently as desired by the customer. All residential collections shall be properly set out for collection, on the appropriate day, and by the appropriate time established by Franchisee for collection.
- 5.6 Collection Hours; Holidays. Franchisee shall perform collection services within residential areas only between 6:00 a.m. and 6:00 p.m., Monday through Friday and between 7:00 a.m. and 6:00 p.m. Saturday except holidays; provided that the Parties may otherwise agree with respect to permitted times on holidays. In Mason Valley and Smith Valley collection may begin at 5:00am. No collection shall be made on Sundays. In the event Franchisee, at its sole discretion, elects not to provide service on a holiday, Franchisee shall be responsible for providing make up collection for residential routes on the next business day following the holiday.
- 5.7 Solid Waste Disposal. Franchisee shall dispose of all Solid Waste collected under this Agreement or any Solid Waste residuals remaining after processing, at any permitted and licensed site or facility where such disposal is lawful, as selected by Franchisee in its sole discretion. All disposal of Solid Waste shall be done in accordance with local, state, and federal laws.
- 5.8 Spillage. The Franchisee shall not be responsible for scattered Refuse unless the same has been caused

by its acts or those of any of its employees, in which case all scattered refuse shall be picked up immediately by the Franchisee. Franchisee will not be required to clean up or collect loose Refuse or spillage not caused by the acts of its employees, but shall report the location of such conditions to the point of contact of the County so that proper notice can be given to the customer at the premises to properly contain Refuse. Commercial refuse spillage or excess refuse shall be picked up by the Franchisee after the customer reloads the container. In the case of commercial customers, Franchisee shall then be entitled to an extra collection charge for each reloading of a commercial container requiring an extra collection. Should such commercial spillage continue to occur, County may require the commercial customer and Franchisee to increase the frequency of collection of the commercial customers refuse or require the customer to utilize a commercial container with a larger capacity, and the Franchisee shall be compensated for such additional services.

- 5.9 Local Purchasing Preference. Franchisee shall, throughout the term of the Agreement, give preference to purchasing materials and supplies used in connection with the Agreement from local vendors within the county or State; and in that order of preference. At a minimum, Franchisee shall purchase the following items from local vendors: vehicle supplies (including, by way of example, but not limited to fuel, fluids, tires, parts, etc.) only if the Franchisee's operation and maintenance yard is in the County; printing and publishing services for all public education and outreach materials; uniforms, safety clothing/equipment, and work boots; and office supplies.

## **6. Standards for Customer Service**

- 6.1 Office Location and Hours. The Franchisee shall maintain an office within unincorporated Lyon County that provides telephone access to residents and businesses of the County and is staffed by trained and experienced customer service representatives (CSRs). Such office shall be equipped with sufficient telephones so that all collection service related calls received during normal business hours are answered by an employee within five (5) rings; shall have responsible persons in charge during collection hours; and shall be open during normal business hours, which are currently 8:00 a.m. to 5:00 p.m., Monday through Friday, except for Holidays. Office hours may be adjusted at the discretion of Franchisee only after appropriate notification is provided to all customers and provided that offices are open for business at least eight (8) hours per day Monday through Friday, except for Holidays. The Franchisee shall provide either a telephone answering service or a mechanical device to receive customer inquiries during those times when the office is closed. Calls received after normal business hours shall be addressed the next day the office is open.
- 6.2 Local Telephone Number and Equipment. Franchisee's principal office shall be accessible by a local (toll-free to customers) telephone number at least during the office hours specified in Article 6.1 of the Agreement. The telephone number shall be listed under Franchisee's name in the local telephone directory and as appropriate on collection vehicles and containers. The Franchisee shall have sufficient equipment in place and staff to handle the volume of calls experienced on the busiest days and such telephone equipment shall record the responsiveness (including, by way of example, but not limited to call hold-time, abandoned calls, etc.) to calls. An answering machine or voicemail service shall record customer calls and voice messages during hours the office is closed, or outside times calls are not being answered.

Franchisee shall maintain an emergency telephone number for use outside Franchisee's office hours. The emergency telephone number shall be listed as an emergency number under Franchisee's name in the local telephone directory. Franchisee shall have a representative, or an answering service to contact such representative, available at Franchisee's emergency telephone number during all hours other than Franchisee's office hours.

Franchisee shall always maintain the capability of responding to telephone calls in English and Spanish. Franchisee shall always maintain the capability of responding to telephone calls through Telecommunications Device for the Deaf (TDD) Services. These capabilities shall be maintained for both the local telephone number and the emergency telephone number.

- 6.3 Website. Franchisee shall develop a comprehensive website specific to Lyon County's Service Area which fully explains and effectively promotes the collection service options offered to its customers. The website shall contain the full approved rate schedules as well as any other information that may be helpful to customers. The website shall also allow customers to submit inquiries, compliments and complaints.
- 6.4 Service Requests, Compliments, and Complaints. Franchisee shall be responsible for the prompt and courteous attention to, and prompt and reasonable resolution of, all customer service requests and complaints. Franchisee shall record in a separate complaint log, all complaints, noting the name and address of complainant, date and time of complaint, nature of complaint, and nature and date of resolution. The franchisee shall retain this log for the term of this agreement plus three (3) years after its expiration or earlier termination. Once quarterly, Franchisee shall compile and submit a summary of the complaint log. Franchisee shall respond to all complaints received within twenty-four (24) hours, weekends and Holidays excluded. If a complaint involves a failure to collect materials from a premises in the county, Franchisee shall collect the material in question within twenty-four (24) hours of receipt of the complaint, provided that the generator has properly placed materials for collection.
- 6.5 Billing Services. Franchisee shall provide billing services for all customers in the Service Area, including all Residential Properties, and Commercial and Industrial properties. Franchisee shall: (i) bill all customers in the Service Area, including all Residential, and Commercial and Industrial Properties at the rates permitted in this Agreement; (ii) maintain accurate billing and payment records; and (iii) bill customers on the following schedule or as otherwise approved by Lyon County:

- Each Residential customer shall be billed no less frequently than quarterly, in advance
- Each Commercial and Industrial customer shall be billed monthly, in advance

Service Recipients' bills shall be itemized showing the charges for each classification of services. Franchisee's website shall provide customers with the ability to pay their bills through an electronic check or credit card and include the ability for customer billings to be automatically charged on a recurring basis. Franchisee shall promote the website-based billing and payment system on all paper bills sent to customers. Franchisee shall prepare, mail, and collect bills from customers who decline to use such internet-based billing system. Franchisee shall make arrangements to allow customers to pay bills by cash, check, electronic check, money order, and credit/debit card.

The Franchisee may bill to customers a late payment fee, interest, NSF check charges, as well as all costs associated with bad debt collection. Franchisee may suspend or terminate service to accounts that become more than sixty days past due, following fifteen days' written notice to the customer, and/or may place a lien upon the customer's property, in accordance with applicable law. If such service is reactivated, Franchisee may charge a reactivation fee and/or may require a deposit from the customer.

- 6.6 Record Keeping. Franchisee shall maintain billing records, customer lists, compliance records, and customer complaints for the term of the Agreement plus three (3) years after its expiration or earlier termination or as required by law, whichever is the greater. The Franchisor shall have the right, during normal business hours and upon reasonable (at least three (3) business days') advance notice given to Franchisee by the Franchisor, to inspect the records of Franchisee to ensure compliance with the services provided under the Agreement. Franchisor shall have the right to audit Franchisee's books and records

related to compliance with the terms of this Agreement on an annual basis, during normal business hours, and upon five (5) days' notice to Franchisee. Franchisee shall maintain adequate record security to preserve records from events that can be reasonably anticipated such as a fire, theft, flood and an earthquake. Electronically-maintained data and records shall be protected and backed-up.

- 6.7 Reporting. Franchisee shall make available to Franchisor for review, quarterly and annual reports regarding the services provided under the Agreement. Franchisee shall provide the County with a quarterly report of Gross Collection Receipts collected at the time franchise fees are paid.

Franchisee shall prepare an annual report, due by February 15<sup>th</sup>, of each and every year the agreement is in place after the first year of operation. At a minimum, the report shall contain the following:

- Number of customers for each customer type (residential, commercial and industrial, etc.);
- Number of customers at each transfer station;
- Gross Collection Receipts;
- Number of Tons of solid waste disposed;
- Number of tons recycled each year;
- A summary of complaints and complaint resolutions;
- Accident, spill, and incident report;
- Disclosure of any legal action against Franchisee by a customer from within the service area.

- 6.8 Service Rate Schedule. Franchisee shall provide the collection and disposal services required under this Agreement for the rates set forth in the Service Rate Schedule attached hereto and incorporated herein as Exhibit A, as the same may be adjusted in accordance with this Section.

- 6.9 Rate Adjustments. The initial rates for the Franchise Agreement will be agreed upon at the execution of the contract. Rates shall be subject to an annual adjustment based upon the percentage of change in the Consumer Price Index, All Urban Consumers, U.S. City Average-Item Garbage and Trash Collection (1983+100X"CP|") as published by the Bureau of Labor Statistics, Washington, D.C., commencing with the index for September 2021, being the base period for the purposes of making adjustments. The first adjustment may be made effective as of January 2, 2023. Rates adjusted in accordance with the CPI shall not be greater than a six percent (6%) change regardless of the percentage change in the CPI.

At least thirty (30) days prior to the Adjustment Date, Franchisee shall notify Franchisor of the CPI adjustment to take effect on the Adjustment Date and shall provide Franchisor with its computations therefore.

- 6.10 Other Adjustments. The Franchisee's service rates set by this Agreement are calculated to pay certain expenses and costs that are of a contingent and uncertain nature. Therefore, in addition to any other adjustments provided by Sections 6.9, the Franchisee's rates under this Agreement may, upon approval by Franchisor (which shall not be unreasonably withheld), be further adjusted on an interim basis for increased expenses associated with performance of the services hereunder due to any one or more of the following causes:

- 6.10.1 Material changes in Franchisee's costs resulting from a Force Majeure (as defined below) event;
- 6.10.2 Changes in the scope or method of services provided by Franchisee, or other changes or fees required, initiated, or approved by the Franchisor;
- 6.10.3 Any change in law, statute, rule, regulation, ordinance, order or requirement of any federal, state, regional, or local government that is effective after the Effective Date of this Agreement, including but not limited to any increase in surcharges, fees, assessments, or taxes levied by federal, state, or local regulatory authorities or other

- governmental entities upon the collection or disposal of Solid Waste;
- 6.10.4 Any increase in fees for disposal of Solid Waste;
- 6.10.5 A material increase in the volume of Solid Waste or other materials collected by Franchisee hereunder, whether caused by customer growth and/or annexation; or
- 6.10.6 any other extraordinary circumstances or causes or reasons that are not within the reasonable control of Franchisee, including but not limited to extraordinary increases in the cost of fuel or energy (e.g., when fuel or energy costs exceed the CPI).

If Franchisee requests an adjustment due to the extraordinary circumstances set forth above, Franchisee shall prepare a rate adjustment request setting forth its calculation of the increased or decreased costs and accompanying rate adjustment necessary to offset such increased costs. The Franchisor may request any and all documentation and data reasonably necessary to evaluate such request by Franchisee, and shall act within ninety (90) days of receipt of the request from Franchisee to either approve or disapprove the request, provided that approval shall not be unreasonably withheld.

6.11 Public Education and Outreach. All public education activities will be conducted by the Franchisee. Franchisee shall be responsible for ensuring that its customers consistently receive a high level of customer service and responsiveness. Franchisee will be required to provide the following services:

- 6.11.1 Distribute public education and outreach materials during roll-out of the new collection services program. This will entail distributing program literature with delivery of new carts and bins to all customers at inception of the new program
- 6.11.2 Public education strategy and development of materials to support roll-out of new collection services.
- 6.11.3 Develop, produce and distribute an information packet to each new customer throughout the Contract term. Franchisee may attach these packets to the carts and bins upon initial cart and bin distribution at the commencement of the new agreement and at the point of new customer set-up throughout the term of the agreement. This packet shall: describe available services, including available recycling and diversion programs; provide instructions for proper use of the carts and bins provided (such as how to place carts or other permitted items for Collection, the types of materials to be placed in each cart); detailed holiday Collection schedules; and, provide billing and customer service telephone numbers. This packet shall contain updated information on how to use Containers, when, where and how to place solid waste for Collection, and who to contact with service or billing questions, and for bulky item Collection. The packet shall also clearly indicate what materials, such as syringes and other Household Hazardous Wastes (HHW), should not be disposed of in these Containers. The informational packet shall be updated and re-distributed during years five (5) and ten (10) of the Agreement term.
- 6.11.4 Deliver set-out correction notices during the term of the Agreement.
- 6.11.5 Include within its bills any inserts produced and provided by the Lyon County.

7. Franchise Fee. Franchisee shall pay into the general fund of the County, as a quarterly fee for the exercise of this franchise, the total sum of 4%, or other rate as set by the Lyon County Board of Commissioners from time to time, of the Gross Collection Receipts generated by Franchisee within the Franchise Area during the prior quarter, the sum to be payable to the County on or before the thirtieth (30<sup>th</sup>) day of the month following the end of each calendar quarter. The County reserves the right to revise the rate for determining the Franchise Fee at its discretion and such Franchise Fee shall be in addition to the rates determined under 6.8 hereof. Revised rates shall not become effective until

the first (1<sup>st</sup>) day of the next calendar quarter, or other date specified by the County, which reasonably coincides with the Franchisee's billing cycles and allows Franchisee the opportunity to fully recover the costs of such increased Franchise Fees from residents and customers.

## **8. Default, Termination.**

**8.1 Default.** In the event of any material failure or refusal of Franchisee to comply with any obligation or duty imposed on Franchisee under this Agreement, the Franchisor and Franchisee shall meet and confer in good faith in an effort to agree on a resolution and cure of the breach. If the Parties are unable to agree on the informal resolution or cure of the breach within ten (10) business days, the Franchisor shall have the right to terminate this Agreement if:

**8.1.1** Following the ten (10)-day meeting period above, the Franchisor shall have given written notice to Franchisee specifying that a particular default or defaults exist which will, unless corrected, constitute a material breach of this Agreement on the part of Franchisee, and

**8.1.2** Franchisee fails to correct such default or fails to take reasonable steps to commence to correct the same within thirty (30) days from the date of the notice given by Franchisor under this Section 8.1 and Franchisee thereafter fails to diligently continue to take reasonable steps to correct such default.

**8.2 Termination.** Upon the occurrence of a material breach, failure to cure, and the declaration of termination of this Agreement by the Franchisor as provided above, this Agreement shall be of no further force and effect unless the Franchisor elects to terminate only a portion of the services set forth herein and maintain the remainder of the Agreement.

**8.3 Performance Bond.** Franchisee shall furnish to Franchisor a performance bond in the amount of \$100,000 and shall provide a certificate from the surety showing that premiums on the performance bond were paid in full by the Franchisee. The surety on the bond shall be a duly authorized corporate surety authorized to do business in the State of Nevada.

**9. Emergency Services.** In the event that Franchisee, for any reason whatsoever, fails, refuses, or is unable to perform the collection, transportation, and disposal requirements of this Agreement for a period of more than three (3) consecutive business days, and if as a result thereof, Solid Waste accumulates in the Franchise Area to such an extent, in such a manner, or for such a time that Franchisor reasonably finds that such accumulation endangers or menaces the public health, safety, or welfare, then Franchisor shall have the right, but not the obligation, upon twenty-four (24) hours prior written notice to Franchisee, during the period of such emergency to perform, or cause to be performed, such services itself with its own or other personnel and equipment without liability to Franchisee.

## **10. Indemnity.**

**10.1 Franchisee Indemnity.** Franchisee shall defend, indemnify, and hold harmless Franchisor and its employees, agents, and appointed and elected officials (collectively, "Indemnitees"), from and against any and all liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, judgments, and costs and expenses incidental thereto, including reasonable attorneys' fees, (collectively, "Damages") which any or all of the Indemnitees may hereafter suffer, incur, be responsible for, or pay out with respect to claims by third parties for personal injury, property damage, or other loss to the extent caused by, or arising from or in connection with the negligent actions or omissions or willful misconduct of Franchisee, its employees, or subcontractors, in the performance of this Agreement. Such indemnity shall be limited to exclude Damages to the extent

that they are caused by, arise from, or in connection with any negligent actions or omissions or willful misconduct of Franchisor or its employees, agents, subcontractors, or appointed or elected officials, including in connection with the use of Franchisee's property or equipment during an emergency as provided in Section 9. The extent of Franchisee's liability under this Section shall not exceed the amount of Franchisee's proportionate share of fault.

10.2 Procedure. Franchisee shall have no obligation to indemnify or defend hereunder unless the Indemnitees provide written notice to Franchisee of the occurrence of events giving rise to Franchisee's obligation to indemnify hereunder within thirty (90) days after the Indemnitees know or should have known of such events. The Indemnitees shall cooperate in the defense of suit if requested by Franchisee and shall have the right to approve counsel chosen by Franchisee to litigate such suit, which approval shall not be unreasonably withheld. Franchisee shall have the sole right to contest, defend, litigate, and settle claims tendered by the Indemnitees hereunder provided that a least ten (10) business days prior to any such settlement, written notice of Franchisee's intention to settle is given to the Indemnitees. In the event a dispute exists over whether an Indemnitee is entitled to indemnification, the Indemnitee shall defend itself until the dispute is resolved. In the event a dispute exists over whether an Indemnitee is entitled to indemnification, the Franchisee shall defend an Indemnitee until the dispute is resolved.

10.3 Insurance. If any claims indemnified against under this Section have the potential for coverage under any insurance, then the indemnity set forth in this Section shall be limited as provided in this Section 10.3. Before pursuing recovery under this indemnity, the Indemnitees shall exhaust all recovery available for such claim from insurance. Once the Indemnitees have exhausted all recovery under all available insurance, the Franchisee shall pay only the amount of the loss, if any, which exceeds the total amount that all insurance has paid for the loss. Nothing in this Agreement shall constitute a waiver or relinquishment of any claims which the parties may have against insurers, nor shall any provision of this Agreement waive or relinquish any subrogation or contribution rights that the parties or their insurers may have against another insurer or other potentially liable party. Notwithstanding anything in this Agreement to the contrary, the Franchisee shall not be obligated to pay for the defense of any claim or suit that any insurer has a duty to defend. If no insurer defends, however, then the Franchisee shall, to the extent obligated to do so by this Agreement, pay for the defense, but shall be entitled to the insured's rights against all insurers with a potential for coverage of such claim.

## 11. Insurance.

11.1 Coverage. Franchisee shall procure and maintain for the duration of the franchise Agreement insurance against claims for injuries to persons or damages to property which may arise from or in conjunction with the performance of the work hereunder by the Franchisee, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be borne by the Franchisee and a Certificate of Insurance evidencing that such insurance has been procured and is in force will be forwarded to the County before commencement of services under the franchise Agreement. Said policies shall be for not less than the amounts listed below:

11.1.1 Workers Compensation to statutory limits and employer's liability of at least \$1,000,000 and an aggregate minimum as required by law

11.1.2 Commercial General and Automobile Liability of \$3,000,000 combined single limit per occurrence and \$6,000,000 aggregate minimum. Any deductibles and self-insurance retentions must be approved by the County.

11.1.3 Public Liability, Bodily Injury and Property Damage Insurance: \$5,000,000 per accident, per occurrence, with aggregate limits of \$6,000,000.

11.1.4 Automobile Liability Insurance: \$5,000,000 per accident, per occurrence, with aggregate

limits of \$6,000,000

11.2 **Additional Insured; Certificate.** The liability insurance policies shall name the Franchisor as an additional insured. Franchisee shall provide the Franchisor with a Certificate of Insurance duly executed by Franchisee's insurance carrier which shall serve as evidence of the continued existence of Franchisee's insurance policies required hereunder and which shall contain a provision that the coverage thereunder will not be canceled or materially reduced without thirty (30) days prior written notice given Franchisor.

12. **Subcontracting.** The Franchisee reserves the right to subcontract the services to be provided under this Agreement for a portion of the Franchise Area, including but not limited to the area in and around Smith and Mason Valley. In the event of a subcontracting, the subcontractor shall comply with the previously established rates and all terms and conditions of this Agreement. Franchisee shall remain responsible to the County for the complete performance of all terms of this Agreement. All subcontracts shall require the prior approval of the County and such approval shall not be unreasonably withheld. Franchisee shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.
13. **Dispute Resolution; Attorneys' Fees.** In the event of a dispute arising under this Agreement, the Parties shall continue performance of their respective obligations under this Agreement and shall attempt to resolve such dispute in a cooperative manner. If the Parties are unable to resolve the dispute, then, in addition to and without waiving any rights and remedies under this Agreement or under civil or common law, the Parties may agree to arbitration pursuant to the terms of this Section. Within fifteen (15) days after agreement to arbitration has been reached, the Parties shall agree upon a single arbitrator selected from a panel of persons qualified by the American Arbitration Association (or other agreed upon local alternative dispute resolution organization) or, in case of a disagreement, each Party shall appoint an arbitrator and the two (2) arbitrators together shall agree on a single arbitrator to arbitrate the dispute. During such time that the arbitrator is being selected or appointed, the Parties shall continue to negotiate in good faith to resolve their dispute in a cooperative manner. The arbitrator shall apply applicable provisions of Nevada law in reaching his or her determination. The determination by the arbitrator shall be final and binding on the Parties, and any judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof. Franchisee and Franchisor shall use their best efforts to conclude all arbitration proceedings involving fee and rate adjustment disputes within thirty (30) days following the commencement of such arbitration proceedings. The arbitrator shall have the authority, but shall not be required, to award to the prevailing Party in the arbitration proceedings reasonable attorneys' fees, expert and non-expert witness costs and expenses, and all other reasonable costs and expenses incurred directly or indirectly in connection with the proceedings *provided, however*, that the costs of the arbitrator shall be shared equally by the Parties. In the event of any litigation to interpret or enforce the terms of this Agreement, the prevailing Party shall be entitled to its reasonable attorneys' fees and costs from the non-prevailing Party, at trial and on appeal.
14. **Assignment.** Franchisee shall not assign its rights nor delegate or otherwise transfer its obligations under this Agreement to any other person or corporate entity without the prior written consent of the Franchisor, which consent shall not be unreasonably delayed or withheld. Notwithstanding the foregoing, Franchisee shall have the right, without seeking or obtaining approval or authority from the Franchisor, to assign or transfer this Agreement to any affiliate of Franchisee or its parent corporation.
15. **Force Majeure.** Provided that the requirements of this section are met, Franchisee shall be excused from performance and shall not be liable for failure to perform under this Agreement if Franchisee's performance is prevented or delayed by acts of terrorism, acts of God, landslides, lightning, forest fires, storms, floods, typhoons, hurricanes, severe weather, freezing, earthquakes, volcanic eruptions, other

natural disasters or the imminent threat of such natural disasters, pandemics, quarantines, civil disturbances, acts of the public enemy, wars, blockades, public riots, strikes, lockouts, or other labor disturbances, acts of government or governmental restraint, or other causes, whether of the kind enumerated or otherwise, and whether foreseeable or unforeseeable, that are not reasonably within the control of the Franchisee (“Force Majeure”). If as a result of a Force Majeure event, Franchisee is unable wholly or partially to meet its obligations under this Agreement, it shall give the Franchisor promptly written notice of the Force Majeure event, describing it in reasonable detail. The Franchisee’s obligations under this Contract shall be suspended, but only with respect to the particular component of obligations affected by the Force Majeure and only for the period during which the Force Majeure exists.

16. **No Unfair Employment Practices:** In connection with the performance of work under this Agreement, Franchisee agrees not to discriminate against any employee or applicant because of race, creed, color, national origin, sex, sexual orientation, disability or age. Any violation of these provisions by Franchisee shall constitute a material breach of this contract.
17. **No Illegal Harassment:** Violation of any harassment policy, by the Franchisee, its officers, employees, agents, consultants, subcontractors and anyone for whom it is legally liable, while performing or failing to perform Franchisee’s duties under this Contract shall be considered a material breach of this contract.
18. **Status of Franchisee:** It is the intent of the parties that Franchisee shall be considered an independent contractor and that Franchisee, and anyone else for whom it is legally liable, shall not be considered employees of Lyon County.

Furthermore, this Agreement shall not be construed to create a partnership or joint venture between the Franchisee and Lyon County.

Neither Franchisee nor any of its employees or contractors shall be eligible to participate in the county’s industrial insurance, unemployment, disability, medical, dental, life or other insurance programs, or any other benefit or program that is sponsored, financed or provided by the county for its employees.

Franchisee agrees that it shall be Franchisee’s exclusive responsibility to pay all federal, state, or local payroll, social security, disability, industrial insurance, self-employment insurance, income and other taxes and assessments related to this Agreement. Neither FICA (Social Security), FUTA (Federal Employment), nor local, state or federal income taxes will be withheld from payments to Franchisee.

Franchisee shall at Franchisee’s expense pay and be fully liable and responsible for, and indemnify and hold harmless Lyon County from, any assessments, fines or penalties relating to Franchisee’s failure to uphold any of these responsibilities.

19. **Licenses and Permits:** The Franchisee shall procure at his own expense all necessary licenses and permits and shall adhere to all the laws, regulations and ordinances applicable to the performance of this Contract. Franchisee doing business within the state of Nevada and Lyon County are required to obtain and maintain a current business license prior to commencement of this contract.
20. **Drafting Presumption:** The parties acknowledge that this Agreement has been agreed to by both parties, that both parties have consulted or have had the opportunity to consult with attorneys with respect to the terms, and that no presumption shall be created against the county as the drafter of the Agreement.

- 21. **Captions.** Titles or captions of articles and sections contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provision of it.
- 22. **Severability.** If any of the provisions of this Agreement are determined to be invalid or unenforceable, those provisions shall be deemed severable from the remainder of this Agreement and shall not cause the remainder of this Agreement to be invalid or unenforceable, unless this Agreement without the severed provision would frustrate a material purpose of either Party in entering into this Agreement.
- 23. **Waiver.** No waiver of any right or obligation of either Party hereto shall be effective unless in writing, specifying such waiver, executed by the Party against whom such waiver is sought to be enforced. A waiver by either Party of any of its rights under this Agreement on any occasion shall not be a bar to the exercise of the same right on any subsequent occasion or of any other right at any time.
- 24. **Counterparts.** This Agreement may be executed in two (2) counterparts, each of which shall be deemed an original, but both of which shall be deemed to constitute the same instrument.
- 25. **Governing Law.** This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of Nevada, without giving effect to principles of conflicts of law. Each of the parties hereto consents to the exclusive jurisdiction and venue of the courts of Lyon County, Nevada.
- 26. **Amendment.** This Agreement may be amended, altered, or modified only by a writing, specifying such amendment, alteration, or modification, executed by authorized representatives of both of the Parties hereto.
- 27. **Notices:** All notices required to be given in writing by this Contract shall be deemed to be received (i) upon delivery if personally delivered, or (ii) when receipt is signed for if mailed by certified or registered mail, postage prepaid, or by express delivery service or courier, when addressed as follows (or sent to such other address as a Party may specify in a notice to the others):

Lyon County  
 Attention: Community Development Director  
 27 S. Main Street  
 Yerington, NV 89447

Franchisee:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

- 28. **Additional Fees.** Provided the franchise fee set forth in Section 7 is paid by Franchisee, no other general business license fees (other than a general Lyon County Business License) shall be imposed upon Franchisee, or any of its affiliated companies, by Franchisor during the term of this Agreement; provided however, that Franchisee shall pay, in the same manner as any other business, real and personal property taxes, building permit fees, and other such fees.
- 29. **Complete Agreement.** This writing constitutes the full and complete Agreement and understanding between the Franchisee and the Franchisor. All previous agreements are hereby superseded.

[Signature page follows]

IN WITNESS WHEREOF, this Agreement is effective as of the Effective Date set forth above.

**LYON COUNTY, NEVADA**

APPROVED BY LYON COUNTY BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
By: Vida Keller,  
Chair, Board of County Commissioners  
Lyon County

\_\_\_\_\_  
Date

REVIEWED AS TO FORM ONLY

\_\_\_\_\_  
District Attorney

\_\_\_\_\_  
Date

REVIEWED AS TO INSURANCE REQUIREMENTS

\_\_\_\_\_  
Lyon County Risk Manager

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Lyon County Clerk

**FRANCHISEE**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

**EXHIBIT A**

**SERVICE RATE SCHEDULE**

**(TO BE INCLUDED UPON CONTRACT AWARD)**