



# STAFF REPORT

**Report To:** Board of Supervisors

**Meeting Date:** November 16, 2017

**Staff Contact:** Laura Rader and Darren Schulz

**Agenda Title:** For Possible Action: To approve Contract No. 1718-062 with Sloan Vazquez McAfee for Solid Waste Franchise Agreement-Consulting Services for a not to exceed total amount of \$117,660 to be funded from the Landfill Professional Services account. (Laura Rader; Lrader@carson.org and Darren Schulz; Dschulz@carson.org).

**Staff Summary:** The franchise agreement with Waste Management for solid waste and recyclable materials services expires on July 1, 2019 and staff was directed to pursue a competitive bid process for these services after the agreement expires. To assist in this process, a Request for Qualification was published seeking firms to provide Solid Waste Franchise Agreement Consulting Services. The City received one (1) proposal from Sloan Vazquez McAfee. The City's evaluation committee reviewed Sloan Vazquez McAfee's background, experience and proposal and recommends moving forward with their proposal. The scope of work for this proposal is a rate and service analysis of local agreements and review of state's solid waste management plan; providing recommendations on state and national trends in the development of franchise agreements and solid waste and recycling programs; development and participation in community and stakeholder data collection and outreach; presentations to the Board of Supervisors seeking policy direction on establishing solid waste programs and service levels; development of service options, specification and potential rate impacts; development of a Request for Proposal, evaluation of proposals and firms and final contract negotiations; development of city ordinance.

**Agenda Action:** Formal Action/Motion

**Time Requested:** Consent

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## **Proposed Motion**

I move to approve Contract No. 1718-062 with Sloan Vazquez McAfee for Solid Waste Franchise Agreement-Consulting Services for a not to exceed total amount of \$117,660 to be funded from the Landfill Professional Services account.

## **Board's Strategic Goal**

Efficient Government

## **Previous Action**

N/A

## **Background/Issues & Analysis**

The Solid Waste and Recyclable Materials Franchise Agreement expires July 1, 2019. In a competitive bid process for this type of service, it is recommended that an award be issued at least 6 months prior to the end of the existing contract. This would be needed to allow for sufficient time for the awardee to secure the appropriate equipment and infrastructure, if needed, to abide by the terms of the agreement.

REQUEST FOR QUALIFICATIONS was published in the Nevada Appeal on August 9, 2017. The City received one (1) proposal from Sloan Vazquez McAfee.

**Applicable Statute, Code, Policy, Rule or Regulation**

CCMC Chapter 5.10, NRS 244.187, NRS 338

**Financial Information**

Is there a fiscal impact?  Yes  No

If yes, account name/number: Landfill Professional Services / 101-6804-441-03-09

Is it currently budgeted?  Yes  No

Explanation of Fiscal Impact: \$35,979 is currently available and the remainder will be augmented in January 2018 from landfill revenue.

**Alternatives**

Do not approve contract and provide alternative direction to staff.

**Board Action Taken:**

Motion: \_\_\_\_\_

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_

Aye/Nay

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

\_\_\_\_\_  
(Vote Recorded By)

**INDEPENDENT CONTRACTOR AGREEMENT**  
**Contract No.1718-062**  
**Title: Solid Waste Franchise Agreement-Consulting Services**

THIS CONTRACT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as "CITY", and Sloan Vazquez McAfee, hereinafter referred to as "CONTRACTOR".

**WITNESSETH:**

**WHEREAS**, the Purchasing and Contracts Administrator for **CITY** is authorized pursuant to Nevada Revised Statutes (hereinafter referred to as "NRS") 332 and Carson City Purchasing Resolution #1990-R71, to approve and accept this Contract as set forth in and by the following provisions; and

**WHEREAS, CONTRACTOR'S** compensation under this agreement (does \_\_\_) (does not \_\_X\_\_) utilize in whole or in part money derived from one or more federal grant funding source(s); and

**WHEREAS**, it is deemed necessary that the services of **CONTRACTOR** for **CONTRACT No.1718-062** (hereinafter referred to as "Contract") are both necessary and in the best interest of **CITY**; and

**NOW, THEREFORE**, in consideration of the aforesaid premises, and the following terms, conditions and other valuable consideration, the parties mutually agree as follows:

**1. REQUIRED APPROVAL:**

This Contract shall not become effective until signed by all parties and insurance certificates are received.

**2. SCOPE OF WORK (Incorporated Contract Documents):**

2.1 **CONTRACTOR** shall provide and perform the following services set forth in **Exhibit A**, which shall all be attached hereto and incorporated herein by reference for and on behalf of **CITY** and hereinafter referred to as the "SERVICES".

2.2 **CONTRACTOR** represents that it is duly licensed by **CITY** for the purposes of performing the SERVICES.

2.3 **CONTRACTOR** represents that it is duly qualified and licensed in the State of Nevada for the purposes of performing the SERVICES.

2.4 **CONTRACTOR** represents that it and/or the persons it may employ possess all skills and training necessary to perform the SERVICES described herein and required hereunder. **CONTRACTOR** shall perform the SERVICES faithfully, diligently, in a timely and professional manner, to the best of its ability, and in such a manner as is customarily performed by a person who is in the business of providing such services in similar circumstances. **CONTRACTOR** shall be responsible for the professional quality and technical accuracy of all SERVICES furnished by **CONTRACTOR** to **CITY**.

For P&C Use Only
CCBL expires _____
NVCL expires <u>  n/a  </u>
GL expires _____
AL expires _____
WC expires _____

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2.5 **CONTRACTOR** represents that neither the execution of this Contract nor the rendering of services by **CONTRACTOR** hereunder will violate the provisions of or constitute a default under any other contract or agreement to which **CONTRACTOR** is a party or by which **CONTRACTOR** is bound, or which would preclude **CONTRACTOR** from performing the SERVICES required of **CONTRACTOR** hereunder, or which would impose any liability or obligation upon **CITY** for accepting such SERVICES.

2.6 Before commencing with the performance of any SERVICES under this Contract, **CONTRACTOR** shall obtain all necessary permits and licenses as may be necessary. Before and during the progress of work under this Contract, **CONTRACTOR** shall give all notice and comply with all the laws, ordinances, rules and regulations of every kind and nature now or hereafter in effect promulgated by any Federal, State, County, or other Governmental Authority, relating to the performance of work under this Contract. If **CONTRACTOR** performs any work that is contrary to any such law, ordinance, rule or regulation, it shall bear all the costs arising therefrom.

2.7 It is expressly understood and agreed that all SERVICES done by **CONTRACTOR** shall be subject to inspection and acceptance by **CITY** and approval of SERVICES shall not forfeit the right of **CITY** to require correction, and nothing contained herein shall relieve **CONTRACTOR** of the responsibility of the SERVICES required under the terms of this Contract until all SERVICES have been completed and accepted by **CITY**.

**3. CONTRACT TERM:**

3.1 This Contract shall be effective from November 16, 2017 to January 31, 2019, unless sooner terminated by either party as specified in **Section 7** (CONTRACT TERMINATION).

**4. NOTICE:**

4.1 Except any applicable bid and award process where notices may be limited to postings by **CITY** on its Finance Department/Bid Opportunities website ([www.carson.org](http://www.carson.org)), all notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by e-mail, by regular mail, by telephonic facsimile with simultaneous regular mail, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified below.

4.2 Notice to **CONTRACTOR** shall be addressed to:

Joe Sloan, President  
Sloan Vazquez McAfee  
3002 Dow Ave., Ste. 116  
Tustin, CA 92780  
866-241-4533  
[joe@sloanvazquez.com](mailto:joe@sloanvazquez.com)

4.3 Notice to **CITY** shall be addressed to:

Carson City Purchasing and Contracts Department  
Laura Rader, Purchasing & Contracts Administrator  
201 North Carson Street, Suite 2  
Carson City, NV 89701  
775-283-7362 / FAX 775-887-2286  
[Lrader@carson.org](mailto:Lrader@carson.org)

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**5. COMPENSATION:**

5.1 The parties agree that **CONTRACTOR** will provide the SERVICES specified in **Section 2** (SCOPE OF WORK) and **CITY** agrees to pay **CONTRACTOR** the Contract's compensation based upon Time and Materials and the Scope of Work Fee Schedule for a not to exceed maximum amount of One Hundred Seventeen Thousand Six Hundred Sixty Dollars and 00/100 (\$117,660.00), and hereinafter referred to as "Contract Sum".

5.2 Contract Sum represents full and adequate compensation for the completed SERVICES, and includes the furnishing of all materials; all labor, equipment, tools, and appliances; and all expenses, direct or indirect, connected with the proper execution of the SERVICES.

5.3 **CITY** does not agree to reimburse **CONTRACTOR** for expenses unless otherwise specified.

**6. TIMELINESS OF BILLING SUBMISSION:**

6.1 The parties agree that timeliness of billing is of the essence to this Contract and recognize that **CITY** is on a fiscal year which is defined as the period beginning July 1 and ending June 30 of the following year. All billings for dates of service prior to July 1 must be submitted to **CITY** no later than the first Friday in August of the same year. A billing submitted after the first Friday in August will subject **CONTRACTOR** to an administrative fee not to exceed \$100.00. The parties hereby agree this is a reasonable estimate of the additional costs to **CITY** of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to **CONTRACTOR**.

**7. CONTRACT TERMINATION:**

7.1 Termination Without Cause:

7.1.1 Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause.

7.1.2 **CITY** reserves the right to terminate this Contract for convenience whenever it considers termination, in its sole and unfettered discretion, to be in the public interest. In the event that the Contract is terminated in this manner, payment will be made for SERVICES actually completed. If termination occurs under this provision, in no event shall **CONTRACTOR** be entitled to anticipated profits on items of SERVICES not performed as of the effective date of the termination or compensation for any other item, including but not limited to, unabsorbed overhead. **CONTRACTOR** shall require that all subcontracts which it enters related to this Contract likewise contain a termination for convenience clause which precludes the ability of any subcontractor to make claims against **CONTRACTOR** for damages due to breach of contract, lost profit on items of SERVICES not performed, or unabsorbed overhead, in the event of a convenience termination.

7.2 Termination for Nonappropriation:

7.2.1 All payments and SERVICES provided under this Contract are contingent upon the availability of the necessary public funding, which may include various internal and external sources. In the event that Carson City does not acquire and appropriate the funding necessary to perform in accordance with the terms of the Contract, the Contract shall automatically terminate

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upon **CITY'S** notice to **CONTRACTOR** of such nonappropriation, and no claim or cause of action may be based upon any such nonappropriation.

7.3 Cause Termination for Default or Breach:

7.3.1 A default or breach may be declared with or without termination.

7.3.2 This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

7.3.2.1 If **CONTRACTOR** fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or any **SERVICES** called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

7.3.2.2 If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONTRACTOR** to provide the goods or **SERVICES** or any services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

7.3.2.3 If **CONTRACTOR** becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

7.3.2.4 If **CITY** materially breaches any material duty under this Contract and any such breach impairs **CONTRACTOR'S** ability to perform; or

7.3.2.5 If it is found by **CITY** that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by **CONTRACTOR**, or any agent or representative of **CONTRACTOR**, to any officer or employee of **CITY** with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

7.3.2.6 If it is found by **CITY** that **CONTRACTOR** has failed to disclose any material conflict of interest relative to the performance of this Contract.

7.4 Time to Correct (Declared Default or Breach):

7.4.1 Termination upon a declared default or breach may be exercised only after providing seven (7) calendar days written notice of default or breach, and the subsequent failure of the defaulting or breaching party, within five (5) calendar days of providing that default or breach notice, to provide evidence satisfactory to the aggrieved party demonstrating that the declared default or breach has been corrected. Time to correct shall run concurrently with any notice of default or breach and such time to correct is not subject to any stay with respect to the nonexistence of any Notice of Termination. Untimely correction shall not void the right to termination otherwise properly noticed unless waiver of the noticed default or breach is expressly provided in writing by the aggrieved party. There shall be no time to correct with respect to any notice of termination without cause or termination for nonappropriation.

7.5 Winding Up Affairs Upon Termination:

7.5.1 In the event of termination of this Contract for any reason, the parties agree that the

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provisions of this **Subsection 7.5** survive termination:

7.5.1.1 The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination; and

7.5.1.2 **CONTRACTOR** shall satisfactorily complete SERVICES in progress at the agreed rate (or a pro rata basis if necessary) if so requested by **CITY**; and

7.5.1.3 **CONTRACTOR** shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by **CITY**; and

7.5.1.4 **CONTRACTOR** shall preserve, protect, and promptly deliver into **CITY** possession all proprietary information in accordance with "**Section 19**".

**7.6** **Notice of Termination:**

7.6.1 Unless otherwise specified in this Contract, termination shall not be effective until seven (7) calendar days after a party has provided written notice of default or breach, or notice of without cause termination. Notice of Termination may be given at the time of notice of default or breach, or notice of without cause termination. Notice of Termination may be provided separately at any time after the running of the 7-day notice period, and such termination shall be effective on the date the Notice of Termination is provided to the party unless a specific effective date is otherwise set forth therein. Any delay in providing a Notice of Termination after the 7-day notice period has run without a timely correction by the defaulting or breaching party shall not constitute any waiver of the right to terminate under the existing notice(s).

**8. REMEDIES:**

Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorney's fees and costs. The parties agree that, in the event a lawsuit is filed and a party is awarded attorney's fees by the court, for any reason, the amount of recoverable attorney's fees shall not exceed the rate of \$125 per hour. **CITY** may set off consideration against any unpaid obligation of **CONTRACTOR** to **CITY**.

**9. LIMITED LIABILITY:**

**CITY** will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise expressly provided for elsewhere in this Contract. Damages for any **CITY** breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to **CONTRACTOR**, for the fiscal year budget in existence at the time of the breach. **CONTRACTOR'S** tort liability shall not be limited.

**10. FORCE MAJEURE:**

Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.

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**11. INDEMNIFICATION:**

11.1 To the extent permitted by law, including, but not limited to, the provisions of NRS Chapter 41, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this Section.

11.2 Except as otherwise provided in **Subsection 11.4** below, the indemnifying party shall not be obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying party, along with:

11.2.1 a written request for a legal defense for such pending claim(s) or cause(s) of action; and

11.2.2 a detailed explanation of the basis upon which the indemnified party believes that the claim or cause of action asserted against the indemnified party implicates the culpable conduct of the indemnifying party, its officers, employees, and/or agents.

11.3 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall not be obligated to fund or reimburse any fees or costs provided by any additional counsel for the indemnified party, including counsel through which the indemnified party might voluntarily choose to participate in its defense of the same matter.

11.4 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall be obligated to reimburse the reasonable attorney's fees and costs incurred by the indemnified party during the initial thirty (30) day period of the claim or cause of action, if any, incurred by separate counsel.

**12. INDEPENDENT CONTRACTOR:**

12.1 **CONTRACTOR**, as an independent contractor, is a natural person, firm or corporation who agrees to perform SERVICES for a fixed price according to his or its own methods and without subjection to the supervision or control of the **CITY**, except as to the results of the SERVICES, and not as to the means by which the SERVICES are accomplished.

12.2 It is mutually agreed that **CONTRACTOR** is associated with **CITY** only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted SERVICES pursuant to this Contract. **CONTRACTOR** is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract.

12.3 Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for **CITY** whatsoever with respect to the indebtedness, liabilities, and obligations of **CONTRACTOR** or any other party.

12.4 **CONTRACTOR**, in addition to **Section 11** (INDEMNIFICATION), shall indemnify and hold **CITY** harmless from, and defend **CITY** against, any and all losses, damages, claims, costs, penalties, liabilities, expenses arising out of or incurred in any way because of, but not limited to, **CONTRACTOR'S** obligations or legal duties regarding any taxes, fees, assessments, benefits, entitlements, notice of benefits, employee's eligibility to work, to any third party, subcontractor, employee, state, local or federal governmental entity.



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12.5 Neither **CONTRACTOR** nor its employees, agents, or representatives shall be considered employees, agents, or representatives of **CITY**.

**13. INSURANCE REQUIREMENTS (GENERAL):**

**13.1 NOTICE: The following general insurance requirements shall apply unless these general requirements are altered by any specific requirements set forth in CITY'S solicitation for bid document, the adopted bid or other document incorporated into this Contract by the parties.**

13.2 **CONTRACTOR**, as an independent contractor and not an employee of **CITY**, must carry policies of insurance in amounts specified and pay all taxes and fees incident hereunto. **CITY** shall have no liability except as specifically provided in this Contract.

13.3 **CONTRACTOR** shall not commence work before: (1) **CONTRACTOR** has provided the required evidence of insurance to **CITY** Purchasing and Contracts, and (2) **CITY** has approved the insurance policies provided by **CONTRACTOR**.

13.4 Prior approval of the insurance policies by **CITY** shall be a condition precedent to any payment of consideration under this Contract and **CITY'S** approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of **CITY** to timely approve shall not constitute a waiver of the condition.

13.5 *Insurance Coverage (13.6 through 13.23):*

13.6 **CONTRACTOR** shall, at **CONTRACTOR'S** sole expense, procure, maintain and keep in force for the duration of this Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by **CITY**, the required insurance shall be in effect prior to the commencement of work by **CONTRACTOR** and shall continue in force as appropriate until the later of:

13.6.1 Final acceptance by **CITY** of the completion of this Contract; or

13.6.2 Such time as the insurance is no longer required by **CITY** under the terms of this Contract.

13.6.3 Any insurance or self-insurance available to **CITY** under its coverage(s) shall be in excess of and non-contributing with any insurance required from **CONTRACTOR**. **CONTRACTOR'S** insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by **CITY**, **CONTRACTOR** shall provide **CITY** with renewal or replacement evidence of insurance no less than thirty (30) calendar days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by this Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as **CONTRACTOR** has knowledge of any such failure, **CONTRACTOR** shall immediately notify **CITY** and immediately replace such insurance or bond with an insurer meeting the requirements.

13.7 *General Insurance Requirements (13.8 through 13.23):*

13.8 **Certificate Holder:** Each certificate shall list Carson City c/o Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, Carson City, NV 89701 as a certificate holder.

13.9 **Additional Insured:** By endorsement to the general liability insurance policy evidenced by **CONTRACTOR**, The City and County of Carson City, Nevada, its officers, employees and immune contractors shall be named as additional insureds for all liability arising from this Contract.

13.10 **Waiver of Subrogation:** Each liability insurance policy, except for professional liability, shall provide for a waiver of subrogation in favor of City.

13.11 **Cross-Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.

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13.12 **Deductibles and Self-Insured Retentions:** Insurance maintained by **CONTRACTOR** shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by **CITY**. Such approval shall not relieve **CONTRACTOR** from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000.00 per occurrence, unless otherwise approved by **CITY**.

13.13 **Policy Cancellation:** Except for ten (10) calendar days' notice for non-payment of premium, premium, **CONTRACTOR** or its insurers must provide thirty (30) calendar days prior written notice to Carson City Purchasing and Contracts if any policy will be canceled, non-renewed or if required coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by mail to Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, Carson City, NV 89701. When available, each insurance policy shall be endorsed to provide thirty (30) days' notice of cancellation, except for ten (10) days' notice for non-payment of premium, to City.

13.14 **Approved Insurer:** Each insurance policy shall be issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers under federal and Nevada law and having agents in Nevada upon whom service of process may be made, and currently rated by A.M. Best as "A-VII" or better.

13.15 **Evidence of Insurance:** Prior to commencement of work, **CONTRACTOR** must provide the following documents to Carson City Purchasing and Contracts, 201 North Carson Street, Suite 2, Carson City, NV 89701:

13.16 **Certificate of Insurance:** **CONTRACTOR** shall furnish City with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein. The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to Carson City Purchasing and Contracts to evidence the insurance policies and coverages required of **CONTRACTOR**.

13.17 **Additional Insured Endorsement:** An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, must be submitted to Carson City Purchasing and Contracts to evidence the endorsement of **CITY** as an additional insured per **Subsection 13.9** (Additional Insured).

13.18 **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlying Schedule from the Umbrella or Excess insurance policy may be required.

13.19 **Review and Approval:** Documents specified above must be submitted for review and approval by **CITY** Purchasing and Contracts prior to the commencement of work by **CONTRACTOR**. Neither approval by **CITY** nor failure to disapprove the insurance furnished by **CONTRACTOR** shall relieve **CONTRACTOR** of **CONTRACTOR'S** full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of **CONTRACTOR** or its sub-contractors, employees or agents to **CITY** or others, and shall be in addition to and not in lieu of any other remedy available to **CITY** under this Contract or otherwise. **CITY** reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

**13.20 COMMERCIAL GENERAL LIABILITY INSURANCE:**

**CONTRACTOR** shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence.

13.20.1 *Minimum Limits required:*

13.20.2 Two Million Dollars (\$2,000,000.00) - General Aggregate.

13.20.3 Two Million Dollars (\$2,000,000.00) - Products & Completed Operations Aggregate.

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- 13.20.4 One Million Dollars (\$1,000,000.00) - Each Occurrence.
- 13.20.5 CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, products-completed operations, personal and advertising injury, and liability assumed under an insured contract [(including the tort liability of another assumed in a business contract)].
- 13.20.6 City and County of Carson City, Nevada, its officers, employees and immune contractors shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or CG 20 26, or a substitute providing equivalent coverage, and under the commercial umbrella, if any.
- 13.20.7 This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to City There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.
- 13.20.8 There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract.
- 13.20.9 Contractor waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this Contract. Insurer shall endorse CGL policy as required to waive subrogation against City with respect to any loss paid under the policy.
- 13.21 **BUSINESS AUTOMOBILE LIABILITY INSURANCE:**
- 13.21.1 *Minimum Limit required:*
- 13.21.2 Contractor shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage.
- 13.21.3 Such insurance shall cover liability arising out of owned, hired, and non-owned autos (as applicable). Coverage as required above shall be written on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage.
- 13.21.4 Contractor waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the automobile liability or other liability insurance obtained by **CONTRACTOR** pursuant this Contract.
- 13.22 **PROFESSIONAL LIABILITY INSURANCE**
- 13.22.1 *Minimum Limit required:*
- 13.22.2 **CONTRACTOR** shall maintain professional liability insurance applying to all activities performed under this Contract with limits not less than One Million Dollars (\$1,000,000.00) and Two Million Dollars (\$2,000,000) in the aggregate.
- 13.22.3 Retroactive date: Prior to commencement of the performance of this Contract.

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13.22.4 **CONTRACTOR** will maintain professional liability insurance during the term of this Contract and for a period of three (3) years after termination of this Contract unless waived by the City. In the event of non-renewal or other lapse in coverage during the term of this Contract or the three (3) year period described above, **CONTRACTOR** shall purchase Extended Reporting Period coverage for claims arising out of **CONTRACTOR's** negligence acts, errors and omissions committed during the term of the Professional Liability Policy. The Extended Reporting Period shall continue through a minimum of three (3) years after termination date of this Contract.

13.22.5 A certified copy of this policy may be required.

### 13.23 **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:**

13.23.1 **CONTRACTOR** shall provide workers' compensation insurance as required by NRS Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

13.23.2 **CONTRACTOR** may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that **CONTRACTOR** is a sole proprietor; that **CONTRACTOR** will not use the services of any employees in the performance of this Contract; that **CONTRACTOR** has elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and that **CONTRACTOR** is otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

13.23.3 **CONTRACTOR** waives all rights against City and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the workers' compensation and employer's liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract. Contractor shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

### 14. **BUSINESS LICENSE:**

14.1 **CONTRACTOR** shall not commence work before **CONTRACTOR** has provided a copy of his Carson City business license to Carson City Purchasing and Contracts.

14.2 The Carson City business license shall continue in force until the later of: (1) final acceptance by **CITY** of the completion of this Contract; or (2) such time as the Carson City business license is no longer required by **CITY** under the terms of this Contract.

### 15. **COMPLIANCE WITH LEGAL OBLIGATIONS:**

**CONTRACTOR** shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONTRACTOR** to provide the goods or SERVICES or any services of this Contract.

**CONTRACTOR** will be responsible to pay all government obligations, including, but not limited to, all taxes, assessments, fees, fines, judgments, premiums, permits, and licenses required or imposed by law or a court. Real property and personal property taxes are the responsibility of **CONTRACTOR** in accordance with NRS Chapter 361 generally and NRS 361.157 and 361.159, specifically regarding for profit activity. **CONTRACTOR** agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. **CITY** may set-off against consideration due any delinquent government obligation.

**INDEPENDENT CONTRACTOR AGREEMENT**  
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**16. WAIVER OF BREACH:**

Failure to declare a breach or the actual waiver of any particular breach of this Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

**17. SEVERABILITY:**

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

**18. ASSIGNMENT / DELEGATION:**

To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by **CITY**, such offending portion of the assignment shall be void, and shall be a breach of this Contract. **CONTRACTOR** shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written approval of **CITY**. The parties do not intend to benefit any third party beneficiary regarding their respective performance under this Contract.

**19. CITY OWNERSHIP OF PROPRIETARY INFORMATION:**

Any files, reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer programs, computer codes, and computer records (which are intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by **CONTRACTOR** (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of **CITY** and all such materials shall be delivered into **CITY** possession by **CONTRACTOR** upon completion, termination, or cancellation of this Contract. **CONTRACTOR** shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of **CONTRACTOR'S** obligations under this Contract without the prior written consent of **CITY**. Notwithstanding the foregoing, **CITY** shall have no proprietary interest in any materials licensed for use by **CITY** that are subject to patent, trademark or copyright protection.

**20. PUBLIC RECORDS:**

Pursuant to NRS 239.010, information or documents received from **CONTRACTOR** may be open to public inspection and copying. **CITY** will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. **CONTRACTOR** may clearly label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 332.061, provided that **CONTRACTOR** thereby agrees to indemnify and defend **CITY** for honoring such a designation. The failure to so label any document that is released by **CITY** shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

**21. CONFIDENTIALITY:**

**CONTRACTOR** shall keep confidential all information, in whatever form, produced, prepared, observed or received by **CONTRACTOR** to the extent that such information is confidential by law or otherwise required by this Contract.

**22. FEDERAL FUNDING:**

*22.1 In the event federal grant funds are used for payment of all or part of this Contract:*

*22.1.1 **CONTRACTOR** certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made*

**INDEPENDENT CONTRACTOR AGREEMENT**  
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pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

22.1.2 **CONTRACTOR** and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

22.1.3 **CONTRACTOR** and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and Executive Order 11478 (July 21, 2014) and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, sexual orientation, gender identity, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).

22.1.4 If and when applicable to the particular federal funding and the Scope of Work under this Contract, **CONTRACTOR** and its subcontractors shall comply with: American Iron and Steel (AIS) provisions of P.L. 113- 76, Consolidated Appropriations Act, 2014, Section 1605 – Buy American (100% Domestic Content of iron, steel and manufactured goods); Federal Highway Administration (FHWA) 23 U.S.C. § 313 – Buy America, 23 C.F.R. §635.410 (100% Domestic Content of steel, iron and manufactured products); Federal Transit Administration (FTA) 49 U.S.C. § 5323(j), 49 C.F.R. Part 661 – Buy America Requirements (See 60% Domestic Content for buses and other Rolling Stock).

**23. LOBBYING:**

23.1 The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

23.1.1 Any federal, state, county or local agency, legislature, commission, council or board;

23.1.2 Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or

23.1.3 Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.

**24. GENERAL WARRANTY:**

**CONTRACTOR** warrants that it will perform all SERVICES required hereunder in accordance with the prevailing standard of care by exercising the skill and care normally required of individuals performing the same or similar SERVICES, under the same or similar circumstances, in the State of Nevada.

**25. PROPER AUTHORITY:**

The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. **CONTRACTOR** acknowledges that this Contract is effective only for the period of time specified in this Contract. Any SERVICES performed by **CONTRACTOR** before this Contract is effective or after it ceases to be effective is performed at the sole risk of **CONTRACTOR**.

**INDEPENDENT CONTRACTOR AGREEMENT**  
**Contract No.1718-062**  
**Title: Solid Waste Franchise Agreement-Consulting Services**

**26. GOVERNING LAW / JURISDICTION:**

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. **CONTRACTOR** consents and agrees to the jurisdiction of the courts of the State of Nevada located in Carson City, Nevada for enforcement of this Contract.

**27. ENTIRE CONTRACT AND MODIFICATION:**

This Contract and its integrated attachment(s) constitute the entire Contract of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other Contracts that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto. Conflicts in language between this Contract and any other agreement between **CITY** and **CONTRACTOR** on this same matter shall be construed consistent with the terms of this Contract. The parties agree that each has had their respective counsel review this Contract which shall be construed as if it was jointly drafted.

**INDEPENDENT CONTRACTOR AGREEMENT**  
**Contract No.1718-062**  
**Title: Solid Waste Franchise Agreement-Consulting Services**

**28. ACKNOWLEDGMENT AND EXECUTION:**

This Contract may be executed in counterparts. The parties hereto have caused this Contract to be signed and intend to be legally bound thereby as follows:

**CITY**

Chief Financial Officer  
Attn: Laura Rader, Purchasing & Contracts Administrator  
Purchasing and Contracts Department  
201 North Carson Street, Suite 2  
Carson City, Nevada 89701  
Telephone: 775-283-7362  
Fax: 775-887-2286  
[Lrader@carson.org](mailto:Lrader@carson.org)

**CITY'S LEGAL COUNSEL**

Carson City District Attorney

I have reviewed this Contract and approve as to its legal form.

By: \_\_\_\_\_  
Nancy Paulson, Chief Financial Officer

By: \_\_\_\_\_  
Deputy District Attorney

Dated \_\_\_\_\_

Dated \_\_\_\_\_

**CONTRACTOR will not be given authorization to begin work until this Contract has been signed by Purchasing and Contracts**

**BY:** Laura Rader, CPPB  
Purchasing & Contracts Administrator

Account #101-6804-441.03-09

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

Dated \_\_\_\_\_



**INDEPENDENT CONTRACTOR AGREEMENT**  
**Contract No.1718-062**  
**Title: Solid Waste Franchise Agreement-Consulting Services**

Undersigned deposes and says under penalty of perjury: That he/she is **CONTRACTOR** or authorized agent of **CONTRACTOR**; that he/she has read the foregoing Contract; and that he/she understands the terms, conditions and requirements thereof.

**CONTRACTOR**

**BY:** Joe Sloan

**TITLE:** President

**FIRM:** Sloan Vazquez McAfee

**CARSON CITY BUSINESS LICENSE #:** 17-

**Address:** 3002 Dow Ave., Ste. 116

**City:** Tustin **State:** CA **Zip Code:** 92780

**Telephone:** 866-241-4533

**E-mail Address:** joe@sloanvazquez.com

\_\_\_\_\_  
(Signature of Contractor)

**DATED** \_\_\_\_\_

**STATE OF** \_\_\_\_\_ )

)ss

**County of** \_\_\_\_\_ )

Signed and sworn (or affirmed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Signature of Notary)

(Notary Stamp)

**INDEPENDENT CONTRACTOR AGREEMENT**  
**Contract No.1718-062**  
**Title: Solid Waste Franchise Agreement-Consulting Services**

**CONTRACT ACCEPTANCE AND EXECUTION:**

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of November 16, 2017, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 1718-062** and titled **Solid Waste Franchise Agreement-Consulting Services**. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to set his hand to this document and record his signature for the execution of this Contract in accordance with the action taken.

**CARSON CITY, NEVADA**

\_\_\_\_\_  
ROBERT L. CROWELL, MAYOR

DATED this 16<sup>th</sup> day of November, 2017.

**ATTEST:**

\_\_\_\_\_  
SUSAN MERRIWETHER, CLERK-RECORDER

DATED this 16<sup>th</sup> day of November, 2017.

**INDEPENDENT CONTRACTOR AGREEMENT**  
**Contract No.1718-062**  
**Title: Solid Waste Franchise Agreement-Consulting Services**

**SAMPLE INVOICE**

Invoice Number: \_\_\_\_\_  
 Invoice Date: \_\_\_\_\_  
 Invoice Period: \_\_\_\_\_

Invoice shall be submitted to:

Carson City Public Works  
 Attn: Karen White  
 3505 Butti Way  
 Carson City NV 89701

Line Item #	Description	Unit Cost	Units Completed	Total \$\$
<b>Total for this invoice</b>				

Original Contract Sum	\$ _____
Less amount previously billed	\$ _____
= contract sum prior to this invoice	\$ _____
Less this invoice	\$ _____
=Dollars remaining on Contract	\$ _____

**ENCLOSE COPIES OF RECEIPTS & INVOICES FOR EXPENSES & OUTSIDE SERVICES**

# Proposal to Provide Solid Waste Franchise Agreement – Consulting Services

Presented to:

**Carson City, Nevada**

Submitted by:

*Sloan***VAZQUEZ****MCAFEE**  
MUNICIPAL SOLID WASTE ADVISORS

3002 Dow Avenue, Suite 116, Tustin, CA 92780

Office: 866.241.4533

info@sloanvazquez.com · [www.sloanvazquez.com](http://www.sloanvazquez.com)

Contact: Joe Sloan

[joe@sloanvazquez.com](mailto:joe@sloanvazquez.com)

714-348-6350

November 1, 2017

*Sloan***VAZQUEZ****McAFEE**  
MUNICIPAL SOLID WASTE ADVISORS

November 1, 2017

Ms. Laura Rader, CPPB  
Purchasing and Contracts Administrator  
Executive Offices – Purchasing and Contracts  
201 N. Carson Street, Suite 2  
Carson City, NV 89701

**RE: Solid Waste Franchise Agreement – Consulting Services**

Dear Ms. Rader,

Thank you for the opportunity to meet with city staff and discuss our firm's experience and approach to implementing a competitive procurement process for solid waste and recycling services in Carson City.

Sloan Vazquez McAfee (SVM) is a consulting firm focused exclusively on municipal solid waste planning and management services including disposal and recycling contract analysis and development, collection, transfer and processing operations, waste composition and characterization studies, and infrastructure and system feasibility studies. Together, the firm's partners have over 65 years of wide-ranging expertise and experience in municipal waste management and recycling.

Our proposal is specifically crafted to achieve Carson City's goals and objectives. Our team is equipped to provide the flexibility and customized service Carson City needs in order to navigate this process. While our proposal includes a proposed approach and timeline for anticipated tasks, we are able to further customize our project plan in coordination with Carson City upon commencement of the project. SVM intends to perform all of the project work and will not engage Sub Consultants. SVM confirms that the project manager will not be removed from the project without permission of Carson City. I will serve as the project manager.

Herewith, SVM sets forth a proposed Scope of Work, a procurement process timeline, and a proposed fee structure for professional services. We are ready, willing and able to perform the proposed services and prepared to commence a competitive process that will meet Carson City's waste management and recycling goals.

Sincerely,



Joe Sloan, President  
Sloan Vazquez McAfee

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## SCOPE OF WORK

Our project approach includes a description of the scope of work and associated tasks addressing the following major components:

### 1. Rate and Services Analysis of Local and State Agreements

- a. The SVM project team will survey rates, programs and services of local and state agreements, selected in coordination with Carson City staff, to identify and analyze program and service components.
- b. The SVM project team will perform the financial analysis of the specified agreements, to estimate and attribute value of rate, program and service components.

### 2. Recommendations Regarding State and National Trends in the Development of Franchise Agreements and Solid Waste and Recycling Programs

- a. The SVM project team will advise Carson City on the latest state and national trends in the franchising of solid waste and recycling services, and identify best practices that could be of benefit to Carson City.

#### Deliverable A: Analysis and Recommendation Summary Report

**Project Manager, Joe Sloan, along with the SVM project team, will prepare a concise and practical summary of the findings with a focus on identifying opportunities and best practices that would enhance programs and services in Carson City and add value. Findings and recommendations will serve as the foundation for the development of service options and specifications.**

### 3. Development and Participation in Community and Stakeholder Data Collection and Outreach

- a. In coordination with Carson City Staff, the SVM project team will collect and analyze the data necessary to analyze the current and ongoing needs of the community. This **data collection** will include:
  - **Hauler Data:** SVM will prepare a data request form for the current hauler, Waste Management, to complete. This data request form will include items such as the current number of households serviced and number/size/type of residential carts; number of each size of commercial bin and compactor and frequency of collection for each material type; other service metrics such as roll-off, temporary, bulky and other services; number of trucks and stops for each type of route; annual tonnage for each type of service and each material stream.
  - **Disposal Data:** SVM will request data from the landfill operator regarding annual disposal of Carson City tonnage.
  - **Processing Data:** SVM will request annual data from any/all processors of Carson City recyclable tonnage.

- b. In coordination with City Staff, the SVM project team will prepare and participate in a community and stakeholder **outreach plan**. With consideration of Carson City's preferred timeframe, budget and desired participation levels, the SVM project team will develop and participate in data collection and outreach. Strategies could include some or all of the following:
- **Community and Stakeholder Workshops:** These meetings would be conducted with targeted stakeholder groups, including residents, businesses, civic organizations/government committees, etc. The workshops would be held on a schedule of days and times to maximize participation (i.e. morning and evening timeslots, varied locations). The SVM project team would develop workshop agendas to facilitate the opportunity for meaningful feedback. **This proposal includes SVM participation in up to six (6) community and stakeholder workshops.**
  - **Community and Stakeholder Surveys:** Another approach is to offer the opportunity for feedback through a survey. An online survey would be developed by the SVM project team in coordination with Carson City Staff and access to the survey would be offered through links on Carson City's website, through regularly scheduled email blasts, and through printed materials such as billing inserts, community advisories or even newspaper advertisements.
  - **Community and Stakeholder Email:** In addition to or instead of the approaches listed above, the SVM project team has successfully gathered feedback from community members and stakeholders through the development of a Carson City project-specific email address (i.e. CarsonCityTrashTalk@sloanvazquez.com, or CarsonCityGreenIdeas@sloanvazquez.com, or any other address preferred by the City). This email address is promoted either through the community and stakeholder meetings, on Carson City's website, and/or through print promotional opportunities to solicit feedback and ideas.

#### Deliverable B: Community and Stakeholder Data and Feedback Summary

**The SVM project team will prepare a summary of the data as well as the community and stakeholder feedback. The summary will include any notable findings or opportunities identified through the data collection as well as key themes from the community and stakeholder outreach, such as feedback on the current program, issues or concerns, requests for programs and services, and any other recommendations or feedback gathered through the selected approach(es).**

#### 4. Presentations to the Board of Supervisors to Establish Solid Waste Programs and Service Levels

- a. The SVM project team will develop a presentation for the Board of Supervisors summarizing the findings of the Scope of Work Tasks 1, 2 and 3, including:
- Rate and Services Analysis of Local and State Agreements;
  - State and National Trends in the Development of Franchise Agreements and Solid Waste and Recycling Programs; and,



- Community and Stakeholder Data Collection and Outreach.

The presentation will include recommendations and best practices identified through the analysis, data collection and outreach, as well as opportunities for Carson City to enhance the current program and/or add value for the community and stakeholders.

- b. The SVM Project Manager and/or project team members will be available to participate in the presentations at the level preferred by Carson City staff. **This proposal includes SVM participation in up to two (2) presentations to city officials regarding the Scope of Services to be included in the Request for Proposals and a new city contract for solid waste and recycling services.**

#### Deliverable C: Board of Supervisors Presentation

**The SVM project team will prepare a presentation in coordination with Carson City staff and participate in the delivery of the presentation as requested by staff.**

### 5. Development of Service Options, Specifications and Potential Rate Impacts

- a. According to the direction of the Board of Supervisors, based upon their review of the data, best practices and feedback summarized as part of Tasks 1, 2 and 3 and presented in Task 4, the SVM team, in coordination with Carson City staff, will develop Service Options and Specifications.
- b. SVM will prepare a proforma using the data collected as part of Task 3 to analyze the potential rate impacts of Service Options and Specifications. The proforma will be useful in selecting and finalizing the Service Options and Specifications to be included in the RFP as well as in evaluating the price proposals submitted by participating firms. The proforma will serve as a baseline to measure value and reasonableness of the proposals.

#### Deliverable D: Service Options, Specifications, and Rate Impact Proforma

**The SVM project team will develop Service Options and Specifications as directed by the Board of Supervisors and in coordination with staff, and the SVM project team will prepare a Rate Impact Proforma.**

### 6. Development of an RFP, Evaluation of Proposals and Firms and Final Contract Negotiations

- a. The SVM project team, in consultation with Carson City staff, will develop the RFP and prepare the corresponding documents for Carson City Solid Waste Management Services, ensuring the achievement of the new Services Options and Specifications at the greatest value for Carson City community members and stakeholders.

- b. The SVM project team will facilitate the process of developing evaluation criteria and weighting and prepare the corresponding evaluation and scoring tools.
- c. The SVM project team will assist City Staff in issuing the RFP, conduct a Proposer's Conference, answer written questions, and prepare and issue necessary RFP addenda.
- d. The SVM project team, using the evaluation and scoring tools, will conduct the evaluation of proposals and firms and prepare a summary report detailing the findings. **This proposal includes the evaluation of up to six (6) proposals in response to the City's RFP.** SVM reserves the option to seek a change-order to cover the additional costs of evaluating and scoring more than six (6) proposals.
- e. The SVM project team, as directed by the Board of Supervisors and in coordination with Carson City staff, will conduct final negotiations.
- f. **This proposal includes SVM participation in up-to two (2) public meetings to present the results and recommendations from the evaluation and scoring of submittals in response to the City's Request for Proposals.**

#### Deliverable E: RFP Documents, Evaluation Summary and Final Contract Negotiations

**The SVM project team, in consultation with City Staff, will develop the RFP Documents and conduct the RFP process; facilitate the development of evaluation criteria and weighting; Evaluate proposals and firms and prepare a summary report detailing findings and recommendations; and, conduct final contract negotiations.**

### 7. Development of City Ordinance

- a. In coordination with Carson City staff and according to the direction of the Board of Supervisors, the SVM project team will assist in the development of a City Ordinance in accordance with the outcomes of this project. **This proposal includes SVM participation in up to two (2) Board of Supervisors meetings.**

#### Deliverable F: City Ordinance

**The SVM project team, in coordination with Carson City staff and according to the direction of the Board of Supervisors, will assist in the development of a City Ordinance.**

## ANTICIPATED TIMELINE

SVM anticipates completing this process according to the following schedule. The hours required to complete each task depends upon the selected strategy and the schedule depends upon the availability of staff and the meeting schedule of the Board of Supervisors. A detailed timeline will be developed in coordination with Carson City staff upon commencement of the project.

<b>Anticipated Project Timeline</b>	
<b>Description</b>	<b>Timeline</b>
<b>1. Rate and Services Analysis</b>	
a. Survey rates, programs and services of local and state agreements to identify and analyze program and service components.	<b>January – February 2018</b>
b. Perform the financial analysis of the specified agreements, to estimate and attribute value of rate, program and service components.	<b>January – February 2018</b>
<b>2. Recommendations Regarding State and National Trends in the Development of Franchise Agreements and Solid Waste and Recycling Programs</b>	
a. Advise on the latest state and national trends and identify best practices.	<b>January – February 2018</b>
<b>3. Development and Participation in Community and Stakeholder Data Collection and Outreach</b>	
a. Collect and analyze the data necessary to analyze the current and ongoing needs of the community.	<b>January – February 2018</b>
b. Prepare and participate in a community and stakeholder outreach plan.	<b>January – February 2018</b>
<b>4. Presentations to the Board of Supervisors to Establish Solid Waste Programs and Service Levels</b>	
a. Develop a presentation for the Board of Supervisors	<b>March 2018</b>
b. Participate in the presentations.	<b>March – April 2018</b>

Description	Timeline
<b>5. Development of Service Options, Specifications and Potential Rate Impacts</b>	
c. Develop Service Options and Specifications.	<b>March - April 2018</b>
b. Prepare a proforma to analyze the potential rate impacts of Service Options and Specifications.	<b>April 2018</b>
<b>6. Development of an RFP, Evaluation of Proposals and Firms and Final Contract Negotiations</b>	
a. Develop RFP and prepare RFP documents.	<b>March – April 2018</b>
b. Facilitate process of developing evaluation criteria/weighting and prepare corresponding evaluation and scoring tools.	<b>March - April 2018</b>
c. Issue RFP, conduct Proposer’s conference, prepare answers to written questions, and prepare and issue necessary RFP addenda.	<b>May - July 2018</b>
d. Conduct evaluation and prepare summary report.	<b>July – August 2018</b>
e. Conduct final negotiations.	<b>September – October 2018</b>
<b>7. Development of City Ordinance</b>	
a. Develop ordinance.	<b>September – October 2018</b>

## SVM 2017 STANDARD RATE SHEET

The following table sets forth the standard rates that are charged by SVM for projects that are completed on a time-and-materials basis.

<b>Principal</b> .....	\$265
<b>Sr. Associate</b> .....	\$215
<b>Associate</b> .....	\$165
<b>Field Technician</b> .....	\$105
<b>Clerical/Admin</b> .....	\$55

Expenses for travel, lodging, meals, supplies, and incidentals will be submitted for reimbursement at actual cost and supported by receipts. Mileage is reimbursable at the current IRS rates.

## CARSON CITY PROFESSIONAL SERVICE FEE PROPOSAL

In lieu of applying the Standard Rate Sheet to the completion of the proposed Scope of Work on a time-and-materials basis, SVM offers to complete the Carson City Scope of Work for a flat fee, as described in the table below:

<b>Competitive Procurement Process Tasks (as detailed in the Scope of Work)</b>	<b>Projected Timeline</b>	<b>Hours</b>	<b>Rate</b>	<b>Project Fee</b>
<b>1. Rate and Services Analysis of Local and State Agreements</b>	Jan-Feb 2018	64	\$185	\$11,840
<b>2. Recommendations Regarding Local, State and National Trends in the Development of Franchise Agreements and Solid Waste and Recycling Programs</b>	Jan-Feb 2018	24	\$185	\$4,440
<b>3. Development and Participation in Community and Stakeholder Data Collection and Outreach</b>	Jan-Feb 2018	72	\$185	\$13,320
<b>4. Presentations to the Board of Supervisors to Establish Solid Waste Programs and Service Levels</b>	Mar-Apr 2018	32	\$185	\$5,920
<b>5. Development of Service Options, Specifications and Potential Rate Impacts</b>	Mar-Apr 2018	88	\$185	\$16,280
<b>6. Development of an RFP, Evaluation of Proposals and Firms and Final Contract Negotiations</b>	Apr-Oct 2018	320	\$185	\$59,600
<b>7. Development of City Ordinance</b>	Sept-Oct 2018	36	\$185	\$6,660
<b>Total Project Hours/ Total Project Fee</b>		636		\$117,660

The proposed fee is based upon a reduced, all-in, hourly rate of \$185 per hour. SVM will cover all out-of-pocket expenses for travel, lodging, meals, supplies, and incidentals, including mileage. Project expenses associated with the proposed Scope of Work will not be submitted for reimbursement. SVM would complete the Scope of Work for an all-inclusive flat-fee of \$117,660.