



REQUEST FOR PROPOSALS

Teton County, Idaho will accept Proposals for the supply of:

WASTE & RECYCLABLES COLLECTION SERVICES

The County of Teton in the State of Idaho ("County") is soliciting responses to a Request for Proposals (RFP). This response will be in connection with providing waste & recyclables collection services for Teton County, Idaho.

The proposal requirements and specifications are available at the Teton County Recorder's Office at 150 Courthouse Drive, Driggs, Idaho, 208-354-0245. Electronic copies are posted on the County Website: www.tetoncountyidaho.gov. The deadline for submitting Proposals is Wednesday, July 1 at 10:00 a.m. local time.

The contractor shall comply with all fair labor practices and must meet the requirements of State Statutes. No Proposals may be withdrawn after the scheduled time for the public opening specified above.

The County reserves the right to reject any or all Proposals received, to waive informalities, to postpone the award of the contract, and to accept the Proposal which is in the best interest of Teton County.

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REQUEST FOR PROPOSAL WASTE & RECYCLABLES COLLECTION

TETON COUNTY, IDAHO

Teton County Courthouse 150 Courthouse Drive
Driggs, Idaho, 83422

June 4, 2015

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1. TETON COUNTY WASTE & RECYCLE COLLECTION GOALS

Teton County aims to achieve the following objectives by incorporating them into this Waste and Recyclables Collection RFP:

1. Dispose of waste throughout the county responsibly and safely
2. Reduce tonnage being shipped to Jefferson County through diversion
3. Minimize cost to tax payers
4. Have fair and equitable fees at the Transfer Station
5. Increase level of service both at the Transfer Station and private businesses
6. Increase the amount of recyclables collected at the Transfer Station by private businesses
7. Determine the best value for the county and residents
8. Keep the entire process of managing waste as simple as possible for the public
9. Improve and increase public awareness and education program that includes household waste, green waste, e-waste, C&D, etc.

2. INTRODUCTION

The County of Teton in the State of Idaho ("County") is soliciting responses to this Request for Proposals (RFP) for solid waste and recyclables collection from qualified providers. The area to be served by this RFP is the unincorporated boundaries of Teton County. The initial exclusive contract term will be determined by the bid proposals to be either three (3) or seven (7) years with the option to extend for one (1) additional term with modification, not to exceed seven (7) years. The contract will be reviewed with the aim of improving on the framework to meet the long term needs and goals of the County.

The 2010 United States Census data showed the Teton County population to be approximately 10,170. The estimated unincorporated population of Teton County is 5,670.

Teton county solid waste collection is a voluntary service. A ten (10) year exclusive contract with Voorhees Sanitation recently expired in September of 2014. Teton County does not currently have a contract for curbside collection of waste or recyclables. Currently Voorhees Sanitation offers solid waste collection and RAD and RAM offer various levels of recyclable collection in Teton County.

The County owns and operates a solid waste transfer station located at 1088 Cemetery Road. Currently, waste collection contractors take all waste to the Transfer Station. The hauler is weighed and tipping fees are assessed at a negotiated price. Solid waste is hauled from the Transfer Station to the Circular Butte Landfill located in Terreton, Idaho under a separate contract.

As a mountain community, Teton County has strong values related to the integrity of our natural systems, systems that are fundamental to the wellbeing of our community and the viability of our

economy. The winning proposal will encourage appropriate waste streaming decisions by the public, reduce per capita residual waste (waste that currently goes to the landfill), and deliver cost saving to Teton County and its constituents.

The Transfer Station currently recycles the following traditional materials:

Paper:

- Newspaper
- Office
- Notebooks
- Magazines
- Phone Books
- No Grey Board or Box Cutter Board
- No Brown Paper

Glass:

- Bottles and Jars
- Without lids
- No window panes
- No drinking glasses or ceramics

Corrugated Cardboard

- NO pizza boxes or food residue

Aluminum Cans

Plastics:

- # 1's & # 2 bottles or jugs. NO lids
- The neck MUST be narrower than the base

E-Waste:

- Televisions: any size
- Cell phones
- IPods/MP3 players
- Digital Cameras
- PDA's and palm pilots
- Computers
- Printers/Fax
- Ink Cartridges

Tin Cans

Batteries (all)

The Transfer Station currently recycles the following non-traditional materials:

Wire

Steel

Aluminum

Wood

Gypsum Wall Board

Inert Fill

Brush

Green Waste

Manure

Used Motor Oil

The Transfer Station does not currently accept Household Hazardous Waste:

Household hazardous waste is defined as any substance that will no longer be used for its intended purpose and exhibits any of the following characteristics; it's flammable, reactive with other chemicals to emit toxic gases ,or becomes explosive; it's corrosive or toxic to humans and animals. This includes; antifreeze, acid-based products, ammonia- based cleaners and photo chemicals, flammable liquids such as paint, brake fluid, hydrogen peroxide, nitrites and nitrates, flammable solids such as adhesives, glues, waxes and silicone sealants, aerosols, poisons, pesticides and asbestos containing materials.

Teton County Idaho will reimburse up to \$150/year of cost for materials taken to the Teton County Wyoming Household Hazardous Waste Disposal Facility with proper receipt submitted to the Weigh master or at the courthouse.

Teton County desires to increase efficiencies in solid waste management by reducing solid waste. The County is seeking a firm who will continue the existing voluntary solid waste collection services and also provide voluntary curbside recyclable collection as outlined in the Scope of Services.

Another solid waste issue that Teton County faces are human/bear conflicts. Bears are lured into residential and commercial areas by garbage and other non natural food sources. Conflicts are intensified when local residents or visitors fail to properly dispose of their garbage or make other human sourced foods available to bears. Teton County is looking for help from the contractor in educating the public regarding bear conflict and ensuring waste receptacles in the bear conflict areas are bear-proof.

3. TIME SCHEDULE

The County will follow the following general timetable:

- | | |
|--|------------------|
| a. Issue RFP for collection services | June 4, 2015 |
| b. Deadline for submitting written questions | June 20, 2015 |
| c. Proposals Due; 10:00 a.m. local time | July 1, 2015 |
| d. Presentation to BoCC (if necessary) | July 15, 2015 |
| e. Contract Award | July 31, 2015 |
| f. Collection Service start | November 1, 2015 |

4. INSTRUCTIONS TO BIDDERS

- a. All responses shall be sent to:

Teton County
Attention: Darryl Johnson/Public Works Director
150 Courthouse Drive
Driggs, ID 83422
(208) 354-0245

OR hand delivered to the County Clerk/Recorder office
at 150 Courthouse Drive, Driggs, ID

- b. Any questions concerning the County's RFP process shall be directed to Darryl Johnson, Public Works Director at (208) 354-0245 or emailed to djohnson@co.teton.id.us.
- c. Please place five (5) copies of your RFP in a sealed envelope and clearly label "RFP for Waste & Recyclables Collection" and the name of the respondent.
- d. Proposals should be prepared simply and economically, providing a straight forward, concise description of provider capabilities to satisfy the requirements of the request.

Emphasis should be on completeness and clarity of content. Use of both sides of paper sheets for any submittals to the County is desirable whenever practicable.

- e. An authorized representative of the firm must complete and sign at least one (1) original of its RFP, certifying the truth of the statements and representations made in the RFP. This can be addressed in the cover letter.
- f. To be selected, bidders must demonstrate that their equipment and personnel can perform, and provide the service called for under the contract. Responses should emphasize the bidder's qualifications and experience regarding all aspects of the Services.
- g. Additionally, bidders are expected to be knowledgeable about customer service, service standards, complaint resolution programs, quality management and other matters necessary to ensure high quality customer service throughout the term of the contract.
- h. Bidders are encouraged to read and understand the terms of the attached contract and be prepared to sign without substantial change.
- i. Bidders are expected to be familiar with the service area, local (Teton County) conditions, terrain and streets.
- j. Bidders are expected to be familiar with the Teton County Transfer Station hours of operation and general operations.
- k. At a minimum, **all** of the following information **MUST** be furnished by each bidder. The information provided must be complete and accurate. Any omission, inaccuracy, or misstatement may be cause for rejection of the proposal.
 - i. Cover Letter: letter should introduce your team, identify the single point of contact, and provide the contact telephone number and address. This letter should include a statement committing the personnel and resources identified in the proposer's submittal. It should also include:
 - 1. Full, correct legal name and type of business entity,
 - 2. Address (street and mailing),
 - 3. Name of respondent's representative for purposes of notice or other communications regarding the RFP,
 - 4. Telephone, facsimile numbers and email addresses of the office and the representative.
 - i. Proposal Forms: All proposal form charts listed under the "Forms" section of this RFP. Bidders are not required to bid on all services. Enter "n/a" if you do not wish to bid on providing that service.
 - ii. Public education plan
 - iii. Hazardous waste screening plan
 - iv. Implementation plan

- v. Process operation plan including options offered for both waste and recyclables collection
 - vi. Diversion plan with measurable goals. Identify short, mid and long range goals
 - vii. Franchise fee structure
- l. The County encourages bidders to provide their own creative alternative proposal/bid if they find it useful. Please submit any alternative options as a separate proposal. If any other type of alternative option is proposed, proponents are also requested to submit the alternative or option as a separate proposal.
- m. Proposals should be comprehensive and designed to cover all areas of solid waste and recycling collection. The County reserves the right to review or reject alternative option proposals.

5. PROPOSAL EVALUATION

- a. Proposals will be evaluated based on the service provider's ability to provide the required services in a cost effective professional manner.
- b. A review committee will be formed consisting of three to five people from the county. Proposals will be evaluated on the basis of the following criteria:
 - i. Proposer's ability to meet the County's service needs
 - ii. Cost effectiveness and value
 - iii. Conformance to the terms of the RFP and the Contract
 - iv. Contractor's customer service record
 - v. Contractor's ability to deliver high-quality, cost-effective services to customers
 - vi. Contractor's billing system
 - vii. Minimizing impacts on taxpayers
 - viii. Proposal's ability to increase Teton County's diversion rates and reduce waste
 - ix. Waste minimization promotion and education plan
 - x. Innovative, responsive management
 - xi. Ability to ensure consistent, reliable quality service
 - xii. Equipment quality
 - xiii. Service options
- c. During the RFP process, bidders may be required to attend interviews, and give presentations as requested.
- d. The committee's recommendation will be presented to the Board of County Commissioners within 45 days of RFP opening.

- e. The Board of County Commissioners will select, at a timeline of their choosing, the most qualified firm on the basis of demonstrated competence and qualifications for waste and recyclables collection services. Additional information or interviews may be requested.
- f. All applicants will be notified of the Board of County Commissioner's choice.
- g. Final approval of any selected applicant is subject to the action of the Board of County Commissioners.

6. TERMS AND CONDITIONS

- a. The opening of any RFP response does not constitute acceptance of such respondent as a responsible, qualified respondent.
- b. The County reserves the right to request clarification of information submitted, and to request additional information from any consultant.
- c. Any RFP response may be withdrawn up until the date and time set above for opening of the RFP responses.
- d. The County reserves the right, in its sole discretion, to reject any and all RFP's and to waive any minor technicality, informality or irregularity in any RFP responses received for any reason at any time prior to entering into a contract to perform the Services. Without limiting the foregoing, the County specifically reserves the right to reject a proposal if the respondent fails to furnish the data required by this RFP or if the proposal is in any way incomplete or irregular.
- e. The information contained in this RFP is supplied solely as a guideline for proponents. The information is not guaranteed or warranted to be accurate by the County, nor is it necessarily comprehensive.
- f. The County shall not be responsible for any costs incurred by the firm in preparing, submitting or presenting its response to the RFP.
- g. If a written contract cannot be negotiated within 20 days of notification to the lead proponent, Teton County may, at its discretion at any time thereafter, terminate negotiations with that firm and either negotiate a contract with the next qualified proponent or cancel the RFP process and not enter into a contract with any firm.
- h. Firms shall not directly or indirectly communicate with any other firm regarding the preparation or presentation of their proposals, or in connection with the Proposal engage in any collusion, fraud or unfair competition.
- i. Firms may submit written questions concerning this RFP to the Contact Person for receipt no later than 5:00 PM local time on June 20, 2015. Questions may also be submitted to Darryl Johnson via email at djohnson@co.teton.id.us or by facsimile at (208)354-8778. Questions received after the stated deadline will not be answered. No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the RFP, and changes to the RFP, if any, shall be made in writing only and issued in the form of an Addendum to the RFP. All addenda will be noticed on the County website at www.tetoncountyidaho.gov.

- j. The County encourages minority and women-owned firms to submit qualifications consistent with the County's policy to ensure that minority and women-owned firms are afforded the maximum practicable opportunity to compete for and obtain public contracts for services.
- k. Through the submission of a proposal, the firm agrees to all terms and conditions of this RFP.

7. SCOPE OF SERVICES

SERVICE PROVIDED

Teton County is requesting proposals from qualified solid waste collection service providers to collect solid waste and recyclables within Teton County in accordance with their agreement with Teton County and local, state and federal laws. The successful bidder is required to dispose of all waste and recyclables collected from Teton County at the Teton County Transfer Station. The bidder shall be responsible for providing equipment, labor, supervision and supplies necessary to perform the contracted services.

Service area is the legal boundaries of Teton County, Idaho excluding the city limits of the cities of Victor, Driggs and Teton.

Provide non-mandatory curbside waste and recycling collection services to residents and businesses.

CONTAINERS

Franchisee shall purchase and provide appropriate containers to customers based on level of service for which the customer subscribes and area in which customer is located. Franchisee shall deliver, service and maintain all containers as appropriate. Bidders shall identify container sizes and options in the Bid Forms.

CUSTOMER SERVICE

Franchisee will maintain regular business hours and provide a customer service representative to respond to public inquiries and complaints. Franchisee will be responsible for all customer services related to waste or recyclable material collections and disposal. Customer service shall include all necessary information required to provide an effective solid waste and recycling collection service. In general, customer service shall include delivering new containers, servicing containers, customer education, container labeling, communicating container sizes, types and frequency of service or service level options, billing, and handling all calls relating to services, changes to service and missed service. All complaints will be investigated by Franchisee and remedied in a timely manner.

Franchisee shall develop and keep current a web site listing services provided and associated rates. Education awareness will also be provided on the web site.

Franchisee shall be responsible for developing and executing a public education plan. Bidders shall submit a detailed public education plan as a part of their proposal.

Franchisee is responsible for all billing and collection activities with subscribers.

DURATION OF CONTRACT

Bid Forms to be completed by Bidder allow for unit costs based on a three (3) year and seven (7) year contract. The County will determine which is most beneficial based on bids. The County may exercise the option to extend the contract for one (1) additional term with modification, not to exceed seven (7) years.

DIVERSION OF SOLID WASTE

Curbside recycling shall be a part of the contract. Bidder shall complete Bid Forms outlining recycling options that will be available. Bidder shall also submit a Proposed Diversion Plan with measurable goals. The Diversion Plan should identify short, mid and long range goals. The plan should specify the details of diversion including but not limited to, what waste will be diverted, how the waste will be diverted, and how the Franchisee will document that the waste was diverted. Contract Administrator shall review the plan and notify Franchisee of the Plan's approval or rejection. If the Plan is rejected, the Contract Administrator shall provide specifics about the basis for rejection, and Franchisee shall make corrections to the Plan as required.

HAZARDOUS WASTE SCREENING

Franchisee shall implement a hazardous waste screening identification and prevention protocol. If Franchisee inadvertently delivers material to the Transfer Station which is comprised of hazardous waste and Franchisee cannot identify and fails to remove it, Franchisee shall arrange for its proper disposal in accordance with applicable law or cooperate with the facility owner or operator with respect thereto. Bidder shall submit a Proposed Hazardous Waste Screening Plan.

DAYS AND HOURS OF COLLECTION

Garbage collection may occur any day of the week, except Sundays, between the hours of 6:00 am and 8:00 pm, except for designated holidays, the subsequent make-up days, and special collection days. Hours of delivery will be during regular Transfer Station hours of operation. Franchisee shall not collect or transport at other times unless the Franchisee has received the prior written approval of the Public Works Director. The Franchisee's commercial containers and vehicles shall be securely covered when transporting waste and recyclables. The Franchisee shall immediately pick up and properly process or dispose of any and all material that is spilled by the Franchisee.

All of the trucks used by the Franchisee for the collection of waste and shall be marked with the name and phone number of the Franchisee in letters that are plainly visible and at least four inches high. All containers used by the Franchisee shall be labeled with the name and phone number of the Franchisee.

RECORDS

Franchisee shall prepare and file reports with the County's Contract Administrator. The reports shall include information regarding the volume and nature of the solid waste and recyclables, the location where the solid waste and recyclables were generated. Diversion details and frequency of reporting shall be outlined in the approved Diversion Plan.

Franchisee shall keep, maintain and report accurate records of all revenue received under this

agreement.

At a minimum, all reports shall be filed with the County’s Contract Administrator at the end of each quarter and shall be considered delinquent if not received by the 20th of the following month. Failure to file reports timely shall constitute grounds for termination of this Franchise Agreement.

FRANCHISE FEE

Bidder shall propose a detailed Franchise Fee structure as a part of the proposal.

8. FORMS

Instruction to Bidders: The following charts outline the various services described in this RFP. Bidders are not required to bid on all the services. Enter “n/a” if you do not wish to bid on providing that service. At a minimum, bidders must complete the forms to satisfactorily provide for basic curbside solid waste and recyclables collection. Prices will be used in part to determine the successful bidder. Prices on the forms must include taxes, overhead, wages, equipment procurement and maintenance costs, insurance, profit, waste handling, transportation, tipping fees, surcharge, fuel, fees imposed by federal, state and local laws, or any other cost franchisee expects to pay to provide for the proposed services. Bidder must complete forms in ink, typewriter, or computer printed format.

If the bidder wishes to submit an alternative proposal, the alternative proposal should be in a form comparable to the Forms included in this section of the proposal so that it can be compared to the other proposals. Alternative proposals must also include a costs.

Curbside Residential Waste Collection Services

Service Type	Container Size (gallon)	Collection Frequency Base Service	Collection Frequency Alternate Bid	3 Year Contract Customer Monthly Costs	7 Year Contract Customer Monthly Costs
Base Service					
Alternate 1:					
Alternate 2:					
Second Container					
Bear Proof Container					

Curbside Residential Recycling Services

Service Type	Container Size(s)	Collection Frequency Base Service	Collection Frequency Alternate Bid	3 Year Contract Customer Monthly Cost	7 Year Contract Customer Monthly Cost
Base Service					
Alternate 1:					
Alternate 2:					
Bear Proof Container					

Curbside Business Waste Collection Services

Service Type: Frontload Refuse Collection	Container Size	Collection Frequency Base Service	Collection Frequency Alternate Bid	3 Year Contract Customer Monthly Cost	7 Year Contract Customer Monthly Cost
Base Business Service					
Alternate Business					

Curbside Business Recycling Services

Service Type	Container Size(s)	Collection Frequency Base Service	Collection Frequency Alternate Bid	3 Year Contract Customer Monthly Cost	7 Year Contract Customer Monthly Cost
Base Service					
Alternate 1:					
Alternate 2:					

Roll-off Services for Waste Drop Sites

Container Type	Container Size(s)	3 Year Contract Cost Per Pickup	7 Year Contract Cost Per Pickup

Roll-off Services for Recycling Drop Sites

Container Type	Container Size(s)	3 Year Contract Cost Per Pickup	7 Year Contract Cost Per Pickup

Specials Events and Public Facilities Waste Collection

Service Type	3 Year Contract Cost Per Pickup	7 Year Contract Cost Per Pickup
Roll-off service		
Front Load		

Specials Events and Public Facilities Recycle Collection

Service Type	3 Year Contract Cost Per Pickup	7 Year Contract Cost Per Pickup
Roll-off service		
Front Load		

Note: The prices shown on the Form must include taxes, overhead, wages, equipment procurement and maintenance cost, insurance, profit, waste handling, transportation, tipping fees, surcharge, fuel, fees imposed by federal, state and local laws, or any other cost bidder expects to pay to provide the proposed services. The bidder must complete all blank spaces shown in the Form/s in ink, typewriter, or computer printed format.

The bidder is also required to present the following:

1. Public education plan
2. HHW screening plan
3. Implementation plan
4. Proposed Diversion Plan with measurable goals. Identify short, mid and long range goals
5. Narrative outlining operation startup, operation process and options offered for both waste collection and recycling

**EXCLUSIVE FRANCHISE AGREEMENT
FOR COLLECTION AND DISPOSAL OF
MATERIALS IN TETON COUNTY**

This Exclusive Franchise Agreement (“Agreement”) is entered into on this ____ day of _____ between Teton County, Idaho (“County”) and

 (“Franchisee”) for the services described herein, *in compliance with Teton County Code Chapter _____, “Waste Hauling and Diversion.”*

1. Definitions

For purposes of this Agreement, the following terms and phrases are defined as follows:

ADMINISTRATOR means the Public Works Director for Teton County

AGREEMENT means this document and all attachments, appendices and exhibits thereto including, but not limited to the request for proposal.

BREACH means any failure by Franchisee to meet any obligation or condition under this Agreement.

COLLECTION MATERIALS means all Solid Waste and approved recyclable materials generated, produced or accumulated by customers, but excluding unacceptable materials.

CUSTOMER means the property owner, lessee, or occupant lessee

HAZARDOUS WASTE means any waste designated as hazardous by the United State Environmental Protection Agency in 40 CFR, Part 261, or by the Idaho Department of Environmental Quality (DEQ) in the Hazardous Waste Management Rules, including but not limited to RCRA hazardous waste, petroleum products, radioactive materials, asbestos, PCB transformers, petroleum product storage tanks, or any flammable materials.

HOLIDAYS. The holidays observed by the Solid Waste and Recyclables Collection Contract shall be the same as the holidays observed by Teton County which are New Year’s Day, Martin Luther King Day, President’s Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and Christmas Day. Observing the holiday means that collection is delayed by a day of service but not eliminated. The Contractor shall observe no additional holidays without the prior approval of the County Officials

INCOMPLETE COLLECTIONS Service deficiencies including, but not limited to, missed or partial collections, failure to provide residents with written notification regarding refused collections, uncorrected littering or spillage caused by the Contractor, containers not properly returned to the original set out location, and lids not place on or in emptied containers.

LOCAL MANAGER A local, authorized managing agent for the Contractor upon whom all notices may be served from Teton County. This person shall be named at least sixty (60) days prior to the start-up of this Contract.

SCOPE OF SERVICES Attached hereto and incorporated into this contract.

SERVICE AREA means all areas within the boundaries of Teton County, Idaho.

SOLID WASTE DIVERSION PLAN (the “Plan”) Attached hereto and incorporated into this contract.

TRANSFER STATION means the Teton County Transfer Station currently located at 1088 Cemetery Road, Driggs, Idaho 83422.

2. Scope and Duration of Franchise

The initial term of this Agreement shall be three (3) years. The County may renew this Agreement for one (1) additional term with modifications, not to exceed seven (7) years unless terminated pursuant to the terms hereof, so long as Franchisee is not in breach of this Agreement and all fees, charges, and other payments are current and all obligations hereunder have been fulfilled.

This Agreement grants the Franchisee the exclusive right to collect and dispose of the specific materials as designated in Attachment “A”, Contractor’s Proposal, (“Services”) within the unincorporated County.

3. Fee

In consideration for the Franchisee’s right to conduct said activities, Franchisee shall pay a fee according to the terms specified in Attachment “A”, Contractor’s Proposal, attached hereto and incorporated herein by this reference. The franchise fee shall remain fixed during any term or renewal term. However, despite the provision for renewal specified in paragraph 1 above, County may by resolution establish a different franchise fee by adopting same at least sixty (60) days prior to the commencement of a new term of this Agreement.

4. Contract Administrator

The Public Works Director for Teton County is designated by the County as its Contract Administrator for this Agreement. All matters concerning this Agreement within the responsibility of the County are under the direction of, or shall be submitted to, the Public Works Director or any employee as the Public Works Director may appoint. County

may, in its sole discretion, change its designation of the Public Works Director and shall promptly give written notice to Franchisee of any such change.

5. Guarantee of Code Compliance

Franchisee hereby agrees, covenants, and promises to comply with all provisions of the Teton County Code, and with all other applicable State, Federal or other agency laws pertaining to collecting and disposing of solid waste or recyclables, or any other relevant laws, which are in effect or shall become in effect during the course of this Agreement. The Franchisee and its employees shall operate and maintain all Collection vehicles and equipment in compliance with all Applicable Law. The Franchisee shall only distribute bear proof containers to property located in the Bear Conflict Zone as defined in Title 4, Chapter 7 of the current Teton County Code. The Franchisee shall maintain all necessary licenses and registrations, and shall timely pay all fees and taxes, on all vehicles and equipment, as required under Applicable Laws. Failure to so comply shall be grounds for termination of this Agreement.

6. County's Right to Inspect

Franchisee agrees to allow County to inspect all equipment used in Franchisee's efforts under this Agreement, any materials collected by Franchisee under this Agreement, and the disposal site(s), upon reasonable notice to Franchisee. Inspections shall take place during regular business hours and County shall notify Franchisee in writing of said inspection at least twenty-four (24) hours prior to inspection.

7. Indemnification

Franchisee agrees to indemnify, defend and hold harmless the County and County's officers, agents and employees from and against any and all claims and losses whatsoever arising out of or in any way related to Franchisee's performance under this Agreement, including, but not limited to, claims for property damage, personal injury, death, and any legal expenses (such as attorney's fees, court costs, investigation costs, and expert's fees) incurred by the County in connection with such claims. "Performance" includes a party's action or inaction or that of that party's officers, employees, agents and employees.

8. Insurance Coverage Requirements

A. Franchisee, at its sole cost and expense, shall maintain proof of general liability, workers' compensation and vehicle liability insurance. These policies shall be in full force and effect at all times during the term of this Agreement. Franchisee shall include County as an additional insured on all required policies. The policies shall require

insurer to provide County with 30 days advance notice of any cancellation, expiration, non-renewal or reduction in coverage under the policy.

B. Franchisee shall maintain limits of insurance no less than:

i. **General Liability:** \$2,000,000 aggregate and \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The policy shall be issued on a per-occurrence basis. If Comprehensive General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the activities related to this Agreement or the general aggregate limit shall be twice the required occurrence limit.

ii. **Commercial Auto Liability:** \$2,000,000 per accident for bodily injury, including accidental death, and property damage that may arise from operations pursuant to this Agreement.

iii. **Workers' Compensation and Employers' Liability Insurance:** Workers' Compensation Insurance as required by the Labor Code of the State of Idaho and Employers' Liability limits shall be a minimum of \$1,000,000 per accident. The insurer shall agree to waive all rights of subrogation against the County, its officers, employees and volunteers for losses arising from work performed by Franchisee for County.

C. **Required Provision:** The insurance policies shall contain, or be endorsed to contain, the following provisions:

D. **Subcontractors.** Franchisees 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 in this Section.

E. **All Coverages.** Each insurance policy required by this Agreement shall be occurrence-based or an alternate form approved by the County and enforced to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County.

F. **Acceptability of Insurers.** All insurance policies required by the Article shall be issued by admitted insurers in good standing with and licensed to do business in the State of Idaho, and possessing a current A.M. Best, Inc. rating of B+ FSC VIII or better.

G. **Liability Coverage Amounts.** Not more often than every five (5) years during the Term, County shall be entitled to increase the amount of liability insurance coverage required under this Section 9.2 if such coverage is below amounts generally accepted for

similar services. In that event, County and Franchisee will cooperate in good faith to establish the amount of liability insurance coverage generally accepted for similar services and Franchisee will provide such liability coverage amounts.

H. Franchisee's insurance coverage shall be primary insurance in relation to the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, agents or volunteers shall be excess of Franchisee's insurance and shall not contribute with it. Franchisee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

9. Proof of Insurance

Prior to execution of this Agreement by the County, Franchisee shall provide proof of all insurance required under Section 7 of this Agreement.

10. Independent Contractor

Franchisee and its officers, agents and employees, in the performance of activities authorized by this Agreement, are independent contractors in relation to County and not officers or employees of County. Nothing in this Agreement shall create any of the rights, powers, privileges or immunities of an employee of the County. Franchisee shall be solely liable and responsible for all applicable taxes and Social Security taxes, and for all other employee benefits offered to its employees.

11. Compliance with Applicable Laws

Franchisee, at its sole cost and expense, shall comply with all applicable federal, state and local laws and regulations in effect and which shall become in effect during the term of this Franchise Agreement in performing the activities and providing the services authorized by this Franchise Agreement.

12. Solid Waste Collection and Diversion

A. Diversion of Solid Waste.

- i. Franchisee shall make reasonable efforts to encourage customers to recycle and reduce waste through Franchisee's implementation of a Solid Waste Diversion Plan (the "Plan").

- ii. Franchisee acknowledges that meeting the diversion goals established by the Plan, which Plan shall be incorporated into this Agreement, is a condition of this Agreement.
- iii. Within 15 business days of the date of this agreement, Franchisee shall obtain written approval of the Plan by the Public Works Director. Until Franchisee has in place an approved Plan, Franchisee shall not begin any operations authorized under this Agreement.
- iv. The Plan shall specify the details of diversion including but not limited to, what waste will be diverted, how the waste will be diverted, and how Franchisee will document that the waste was diverted. Contract Administrator shall review the Plan and notify Franchisee of the Plan's approval or rejection. If the Plan is rejected, the Contract Administrator shall provide specifics about the basis for rejection, and Franchisee shall make corrections to the Plan, as required.
- v. Franchisee shall comply with the approved Plan throughout the course of this Agreement. Any amendments to the Plan shall be in writing and must be approved by the Contract Administrator prior to implementation. Franchisee shall specify any deviations to the approved Plan in each Monthly Report filed with Contract Administrator. (See Section 19)
- vi. Within 15 business days of a request from Contract Administrator, Franchisee shall provide the Contract Administrator with records or other documentation, including weigh tickets, invoices, bills of lading, and receipts from Solid Waste Processing Facilities ("Records"), supporting Tonnages in the Diversion Report. If Franchisee does not timely provide requested Records to the Contract Administrator's satisfaction, the Contract Administrator may secure additional Records and conduct an investigation to resolve its questions, the costs for which Franchisee shall reimburse County or Contract Administrator, as applicable. If Tonnages in the Diversion Report differ from Tonnages that Solid Waste Processing Facilities report to the Idaho Integrated Waste Management Board, the Contract Administrator may recalculate the Diversion using the Tonnages reported to the Idaho Integrated Waste Management Board.

B. Hazardous waste. Franchisee shall implement a hazardous waste screening identification and prevention protocol. If Franchisee inadvertently delivers material to the Disposal facility which is comprised of hazardous waste and Franchisee cannot identify and fails to remove it, Franchisee shall arrange for its proper disposal in accordance with applicable law or cooperate with the facility owner or operator with respect thereto.

C. Collection. Franchisee shall collect and transport waste and recycling between the hours of 6 am and 8 pm, except for designated holidays. Franchisee shall not collect or

transport at other times, unless the Franchisee has received the prior written approval of the Public Works Director. The Franchisee's commercial containers and vehicles shall be securely covered when transporting waste and recyclables. The Franchisee shall immediately pick up and properly process or dispose of any and all material that is spilled by the Franchisee.

D. Ownership of Collection Materials. Ownership of all Collection Materials, upon placement in any Container, shall transfer to Franchisee and shall become the property of Franchisee. Title to and ownership of all Collection Materials shall transfer from Franchisee to the Transfer Station upon delivery of the Collection Materials by Franchisee to the Transfer Station and acceptance by the Transfer Station of such Collection Materials.

E. All of the trucks used by the Franchisee shall be marked with the name and phone number of the Franchisee in letters that are plainly visible and at least four inches high. All containers used by the Franchisee shall be labeled with the name and phone number of Franchisee in letters that are plainly visible.

F. Before commencing operations in the County, Franchisee shall provide the County with a list of the vehicles used by the Franchisee and the license plate number for each vehicle. The list shall be updated and resubmitted to the County within seven (7) days after the Franchisee adds to or deletes from the fleet of trucks it uses in the County. All of the vehicles used by the Franchisee in Teton County shall be maintained in a good, clean, and safe operating condition.

G. Spillage. Franchisee shall exercise all reasonable efforts to keep Collection Materials collected by Franchisee contained in containers and collection vehicles. Spillage of any materials shall be promptly cleaned up by the Franchisee at Franchisee's expense.

13. Disposal Facility

A. Franchisee shall collect and deliver to Transfer Station all solid waste and recyclable materials that are not on the following list of Teton County Solid Waste & Recycling unacceptable materials:

The County currently does not accept household hazardous waste. Household hazardous waste is defined as any substance that will no longer be used for its intended purpose and exhibits any of the following characteristics; it's flammable, reactive with other chemicals to emit toxic gases, or become explosive; it's corrosive or toxic to humans and animals. This includes; flammable liquids such as paint, brake fluid, hydrogen peroxide, nitrites and nitrates, flammable solids such as adhesives, glues, waxes and silicone sealants, aerosols, poisons, pesticides and asbestos containing materials.

Demolition from any structures that are intended to be delivered to Transfer Station must have an asbestos inspection report stating that the demolition material does not contain asbestos or if asbestos was found then the asbestos needs to be removed and disposed of properly before Transfer Station will admit the demolition material.

B. Franchisee may only bring material to the Transfer Station during their hours of operation. Franchisee shall pay for disposal of solid waste by Franchisee at the Transfer Station. Franchisee agrees to indemnify, defend, and hold harmless the County, its officers and employees from any claims arising out of Franchisee's use of the Transfer Station, under the terms of Section 6 hereof.

C. Franchisee shall observe and comply with all regulations in effect at the Transfer Station and cooperate with the operator thereof with respect to operations, including directions to unload collection vehicles in designated areas, accommodating construction and maintenance, and hazardous waste exclusion programs. Franchisee shall at all times operate according to safe industry practices.

14. Customer Information and Public Education

Franchisee shall maintain an up to date website that describes Franchisee's Collection Services, including without limitation information about the various available containers, rates, charges, recycling program and related customer responsibilities. Franchisee shall also maintain a customer service contact method that shall be available from 9 am to 5 pm from Monday through Friday. Franchisee shall be responsible for prompt and courteous attention to customer service issues. Franchisee shall provide the County with a means of contacting a representative of the Franchisee on a twenty four (24) hour basis.

15. Rates. Except as provided below, Franchisee shall not charge more than the rate specified for each service provided in the Scope of Services.

16. Rate Adjustments

A. Consumer Price Index (CPI) Rate Adjustment

The Rates for all Collection Services may increase annually during the Term and all Extension Terms in proportion to the percentage increase in the CPI over the preceding year, as provided below ("CPI Adjustment"). Adjustments to the Rates shall be made in units of One Cent (\$0.01) and fractions thereof shall be rounded to the nearest cent.

The base rate shall be that rate listed in the attached Scope of Services.

The CPI index series that will be used is the _____. Changes to the base rate shall be measured annually.

The First annual CPI Adjustment of the Rates may occur _____, 2016 (such date and each anniversary thereof during the Term, an "Adjustment Date"). The Rates may be increased in proportion to the percentage increase in the CPI over the most recent twelve (12) month period ending on December 31st of the year preceding the Adjustment Date. In determining the CPI increase, Franchisee may elect to increase the Rates applicable to particular or specific services or groups of services by more or less than the CPI, so long as the total increase in the Rates for all Collection Services is less than or equal to the increase in the CPI. The adjusted Rates shall take effect on the adjustment Date and shall apply for the ensuing year. If the CPI is changed or discontinued, it will be replaced by an index that would achieve as closely as possible to the same result as if the CPI had not been changed or discontinued.

The CPI Adjustment to the Rates shall be subject to the following limitations: The CPI shall not be less than zero percent (0%) or more than four percent (4%); and

B. Other Adjustments to Rates

Because the Rates and the Balancing Adjustment are Franchisee's sole compensation for the Collection Services, the Rates must be sufficient to pay known and unknown costs that may increase over time. Accordingly, County and Franchisee agree that, in addition to the CPI Adjustment, the Rates may be increased ("Rate Adjustment") in an amount necessary to compensate Franchisee for:

- i. Increase in fees, expenses or costs to Franchisee for the transfer, processing, transportation, recycling, or Disposal of Solid Waste and Recyclable Materials charged by the Transfer Station, except to the extent such increase was already factored into the CPI increase.
- ii. Franchisee may initiate a Rate Adjustment under this Section not more than once annually. To obtain a Rate Adjustment, Franchisee shall prepare and submit to the County a rate adjustment setting forth the nature of the event causing the increase in costs and a calculation of the increased costs and the Rate Adjustment necessary to offset such increased costs. The County may request any and all documentation and data reasonable necessary to evaluate the Rate Adjustment and shall confirm or deny within ninety (90) days of receipt of the statement from Franchisee. The County may accept or reject the request in its sole discretion.

17. Breach of Contract

A. If Franchisee is in breach, the County shall give notice to Franchisee identifying and describing the breach. Franchisee shall cure the breach within:

- i. 30 days from receipt of notice, or

- ii. a shorter period of time determined by County if County determines that the public health and safety so require. The notice shall state the time for cure.
- iii. Franchisee may request additional time to correct the breach, but County may accept or reject that request in its sole discretion.

B. In addition to any rights or remedies that the County has under law or equity, the County may terminate this Agreement in accordance with paragraph 27 of this Agreement if the breach is not cured in the time provided.

18. Instrument for Securing Performance

Not less than thirty (30) days after the Effective Date, Franchisee shall file with County an instrument, in form reasonably acceptable to City, securing Franchisee's faithful performance of Franchisee's obligations under this Agreement. The principal sum of the instrument shall be not less than Two Hundred Fifty Thousand Dollars (\$250,000). The instrument may be in the form of a letter of credit, performance bond, or other performance guarantee and shall remain in force during the Term. If the instrument is a performance bond it shall be executed by a surety company designated as an admitted insurer in good standing with and authorized to transact business in this State by the Idaho Department of Insurance and otherwise reasonably acceptable to the County. The premium for such bond or letter of credit, or any other charges related in any way to Franchisee's obtaining or maintaining any and all such instruments, shall be fully borne and paid by Franchisee. Recovery under the instrument shall not preclude County from seeking additional damages for Franchisee's default under this Agreement.

19. Bankruptcy

Franchisee shall immediately notify County in the event that Franchisee ceases conducting business in the normal course, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors. Where such proceedings are not withdrawn or discharged within thirty (30) days, then the County may at its option terminate this Agreement.

20. Prohibition Against Assignment and Subcontracting

Except as specifically authorized herein, no rights or obligations under this Agreement may be assigned and no duties may be delegated or subcontracted by Franchisee without the prior written consent of the County, and any attempted assignment, subcontracting or delegation without such consent shall be void and will be cause for termination of this Agreement.

21. Severability

Should any provision herein be found or deemed to be invalid, this Agreement shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end, the provisions of this Agreement are declared to be severable.

22. Entire Agreement

This Agreement is the entire agreement of the parties. There are no understandings or agreements pertaining to this Agreement except as are expressly stated in writing in this Agreement or in any document attached or incorporated herein by reference.

23. Notices

Notices to the parties in connection with the administration of this contract shall be given to the parties' contract administrators personally, by regular mail, by email, or by facsimile transmission as more particularly specified in this paragraph. Notices will be deemed given on:

- (a) The day notice is personally delivered to the Contract Administrator or the office of the party's Contract Administrator; or
- (b) Five days after the date the notice is deposited in the United States mail, addressed to a party's Contract Administrator as indicated in this Agreement, with first-class postage fully prepaid; or
- (c) On the day that the notice is transmitted by facsimile to a party's facsimile number or sent by email to the party's email account specified in paragraph 18 of this Agreement, provided that an original of such notice is deposited in the United States mail, addressed to the party's Contract Administrator as indicated in this Agreement, on the same day as the facsimile transmission or email is made.

24. Contact Information -- Contract Administrators

The following names, titles, addresses, and telephone numbers are the pertinent information for the respective Contract Administrators for the parties:

COUNTY

FRANCHISEE

25. Reporting Requirements

Franchisee shall prepare and file reports with the County's Contract Administrator. The reports shall include information regarding the volume and nature of the solid waste and recyclables, the location where the solid waste and recyclables were generated, and information regarding recycling and reuse efforts and compliance with Plan.

Reports shall be filed with the County's Contract Administrator at the end of each quarter and shall be considered delinquent if not received by the 20th of the following month. Failure to file reports timely shall constitute grounds for termination of this Franchise Agreement.

Franchisee shall maintain such information management systems as are needed to collect, store, and organize operational and financial data, and to produce the reports and plans as specified in this Agreement. All data shall be backed up so as to endure no loss of data due to computer failure.

26. Records to be Maintained

Franchisee shall keep and maintain accurate records of all revenue received under this Agreement as well as financial reports such as profit and loss, expenses, and IRS filings for three (3) years. Franchisee shall contractually require that all of Franchisee's subFranchisees performing work called for under this contract also keep and maintain such records. All such records, whether kept by Franchisee or any subFranchisee, shall be made available to County or its authorized representative, or officials of the State of Idaho, for review or audit during normal business hours, upon reasonable advance notice given by County, its authorized representative, or officials of the State of Idaho.

27. Retention of Records

Franchisee shall maintain and preserve all records related to this Agreement for a period of three years from the close of the fiscal year in which final payment under this Agreement is made. Franchisee shall also contractually require the maintenance of such records in the possession of any third party performing work related to this Agreement for the same three year period. Such records shall be retained beyond the three year period, if any audit involving such records is then pending, until the audit findings are resolved. The obligation to insure the maintenance of the records beyond the initial three year period shall arise only if the County notifies Franchisee of the commencement of an audit, or other event requiring retention beyond three years, prior to the expiration of the three year period.

28. Termination

If Franchisee has breached any provision of this agreement and failed to cure the breach in the time frame provided in Paragraph 13 of this Agreement, the County has the option of terminating this Agreement with cause by giving a minimum of thirty (30) days written notice to the Franchisee of termination. In the event of termination, Franchisee shall pay County all franchise fees owed up to and including the effective date of termination.

The provisions of Section 23 will also apply to either Party's termination of some but not all of the services designated in Section 1 herein.

29. Waiver

The failure of either party at any time to require performance by the other party of any provisions hereof shall in no way affect the right of such party thereafter to enforce the same. Nor shall waiver by either party of any breach of any provisions hereof be taken or held to be waived of any succeeding breach of such provisions or as a waiver of any provision itself. County's receipt of consideration with knowledge of Franchisee's violation of a covenant does not waive its right to enforce any covenant of this Agreement. The parties shall not waive any provisions of this Agreement unless the waiver is in writing and signed by all parties.

30. Governing Law.

This Agreement shall be governed by and interpreted under the laws of the State of Idaho and venue shall be in Teton County.

IN WITNESS WHEREOF, the parties have executed this Franchise Agreement as of the date first written above.

TETON COUNTY

FRANCHISEE

By: _____

By: _____

Title: _____

Title: _____

ATTACHMENT “A”

CONTRACTOR’S PROPOSAL

DRAFT