



Storey County, Nevada

REQUEST FOR PROPOSALS FOR FRANCHISE COLLECTION SERVICES

OCTOBER 4, 2023

TABLE OF CONTENTS

SECTION 1 - INTRODUCTION	1
1.1 County Goals and Objectives	1
1.2 RFP Overview.....	1
1.3 Organization of RFP	1
1.4 RFP Schedule.....	2
SECTION 2 - BACKGROUND	3
2.1 Background Information.....	3
2.2 Contract Arrangements for Collection, Processing, and Disposal	3
2.3 Agreement Term.....	3
SECTION 3 - SCOPE OF REQUESTED SERVICES	4
3.1 Summary of Services.....	4
3.2 Collection Services and Transfer Station Management.....	5
3.3 Customer Rate Arrangements	12
3.4 Public Education and Outreach	13
3.5 Requirements for Operations, Equipment and Personnel	14
3.6 Billing, Customer Service, Record Keeping and Reporting	16
3.7 Contractor Implementation Plan	18
3.8 Alternative Proposals.....	19
SECTION 4 - RFP POLICIES, CONDITIONS, AND PROCESS.....	20
4.1 Rights Reserved by the County	20
4.2 General RFP Requirements	20
4.3 Code of Conduct.....	21
4.4 Proposal Submittal Process.....	21
4.5 Limits on Disclosure of Proposals.....	23
SECTION 5 - SUBMITTAL REQUIREMENTS	25
5.1 Proposal Outline	25
5.2 Cover Letter	26
5.3 Executive Summary.....	26
5.4 Company Description	26
5.5 General Collection Related Submittal Requirements	30
5.6 Exceptions to RFP and Agreement	32
5.7 Cost Proposal	32
5.8 Other Proposal Forms	33

5.9 Additional Information 34

SECTION 6 - PROPOSAL EVALUATION PROCESS 35

6.1 Proposal Evaluation Process 35

6.2 Evaluation Criteria 35

LIST OF TABLES

Table 1-2 RFP Schedule 2

Table 5-1 Proposal Outline 25-26

Table 6-1 Evaluation Criteria and Maximum Evaluation Score..... 36

ATTACHMENTS

1. Draft Agreement for Services
2. Proposer Code of Conduct
3. Supplemental List of County Facilities and Storey County Events
4. Demographic Summary
5. Service Data
6. Current Rates
7. Cost Proposal Forms

SECTION 1 - INTRODUCTION

By issuing this Request for Proposals (RFP) for collection services and transfer station management, Storey County (“County” or “Franchisor”) is competitively procuring franchised services. The County is seeking proposals for the collection of solid waste and recyclable materials from residential, multi-family and commercial accounts and for County facilities, operations, and events.

The County is soliciting proposals from qualified service providers who can deliver efficient service and excellent value to the County. Service providers are referred to as “Proposer”, “Contractor”, or “Franchisee” throughout this document. Participants in this RFP process should make note of and comply with the Proposer Code of Conduct (Attachment 2).

A key point of reference is the Draft Collection Services Franchise Agreement (Agreement). The Agreement is included as Attachment 1. **The Agreement provides definitions, contract terms, and conditions, including a complete description of the services requested. If there are differences between this RFP and the Agreement, the terms and conditions in the final, executed Agreement shall prevail.**

1.1 County Goals and Objectives

The County’s goals and objectives for the RFP process and future services are as follows:

1.1.1 Integrity, Competition in Selection Process, and Industry-Standard Contract Terms

- Conduct the RFP process with integrity and transparency.
- Set high performance standards.
- Ensure value for ratepayers.
- Enter into contract with fair terms and conditions.

1.1.2 Quality, High-Value Programs

- Consistent, reliable, and quality service.
- Efficient service delivery that provides a strong value to the ratepayers.
- Responsive customer service system.
- Well-planned and professionally-executed transition to new programs and services.
- Quality outreach and education.

1.2 RFP Overview

The County initiated this RFP process to plan future programs and services and select a future Contractor(s). The process will result in a new contract for services. The RFP process involves planning, soliciting and evaluating proposals; selecting and negotiating with the selected Contractor; and, an implementation period leading to commencement of services on December 1, 2024.

The County is soliciting proposals for the collection, transfer, processing and marketing of all solid waste and recyclable materials, and the transfer station management. The County is interested in receiving proposals from companies that have demonstrated experience in providing collection services, and drop-off/transfer station management services, comparable to those described in this RFP and the Agreement and that place a high priority on customer service and safety.

1.3 Organization of RFP

This RFP is organized into six sections as follows:

Section 1 provides a brief introduction to the RFP.

Section 2 provides background information including a description of the County service area.

Section 3 presents the scope of requested collection services and transfer station management.

Section 4 provides the RFP policies, conditions, and process.

Section 5 describes the RFP submittal requirements.

Section 6 outlines the proposal evaluation process and criteria by which the proposals will be evaluated.

1.4 RFP Schedule

The key activities and completion dates for the RFP process are provided in Table 1-2. The RFP process is described in detail in Section 4. All questions regarding the RFP must be submitted in accordance with the Submission of Written Questions specified in Section 4.4.

Table 1-2 RFP Schedule

Milestones	Date
Storey County releases RFP	October 4, 2023
R.S.V.P deadline for pre-proposal meeting by 5:00pm	October 6, 2023
Mandatory pre-proposal meeting	October 10, 2023
Deadline for Proposers to submit written questions by 3:00pm	October 13, 2023
Response to written questions and RFP addenda	October 18, 2023
Proposals due by 3:00 P.M..	November 17, 2023
Evaluation results reported to Commissioners/Direction to negotiate with selected Proposer	December 19, 2023
Final Agreement presented to Commissioners	January 9, 2023
Contractor to commence providing services	December 1, 2024

* The County reserves the right to modify this schedule as needed.

SECTION 2 - BACKGROUND

The RFP and its attachments contain data about the demographics of the County and historical information related to collection operations including the number of customers, tonnage collected, etc.

2.1 Background Information

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

Attachment 3 provides supplemental information on the County service area. Attachments 4 and 5 provide demographic information and available service data (including number of customers, tonnage collected, etc.), respectively. Attachment 6 provides current rates for collection services.

2.2 Contract Arrangements for Collection, Processing, and Disposal

Below is a description of the future contracting arrangements.

- Collection. Contractor will be responsible for collection of solid waste and recyclable materials and all non-excluded materials as described in the Agreement.
- Transport. Contractor will be responsible for transport of all collected materials.
- Operation of County-owned drop-off center and transfer station.
- Recyclable Materials Services. Recyclable materials processing services will be conducted and/or contracted by the selected Contractor.

2.3 Agreement Term

The term of the new Agreement will commence on December 1, 2024, and will continue for a term of ten (10) years, unless the County and the selected Contractor agree to a separate contract term, or the Agreement is extended in accordance with Article 3.2 of the Agreement or terminated early pursuant to Article 12.2 of the Agreement.

The term of this Agreement may be extended, at request of the Contractor, and at the sole discretion of the County, by written agreement of the Parties once for a term of five (5) years, provided that Contractor is in compliance with all terms and conditions of the Agreement, according to the process described in Article 3.2 in the Agreement.

SECTION 3 - SCOPE OF REQUESTED SERVICES

This section provides a brief description of the services solicited through this RFP. Article 5 of the Agreement provides the detailed scope of services.

3.1 Summary of Services

The services are separated by service sector including single-family residential, multi-family residential, commercial, County facilities, and Transfer Station management.

The Agreement provides the contract terms and conditions including a complete description of the services requested, including a Scope of Services. It also describes public education and outreach requirements for the initial start-up operations and ongoing operations; operations, equipment, and personnel; billing, customer service, and reporting; franchise fees and other fees; Contractor's compensation and rate setting; insurance and performance bond; and performance standards and liquidated damages.

3.1.1 Exclusivity of Collection Services

Contractor will have exclusive rights to collect:

- Residential, multi-family and commercial solid waste and recyclable material from within the service area.

Limitations to the Contractor's exclusive rights are described in Article 4.2 of the Agreement.

3.1.2 Responsibilities of Contractor

Contractor will be responsible for the following, pursuant to the requirements of the Agreement:

1. Collecting solid waste and recyclable materials generated by and placed for collection by customers of Contractor's services and management of Transfer Station pursuant to requirements of Article 5.
2. Transporting collected materials to the appropriate approved facilities pursuant to the requirements of Article 6.
3. Performing all other services required by this Agreement including, but not limited to, customer billing, public education, customer service, record keeping, and reporting pursuant to Article 8.
4. Furnishing all labor, supervision, vehicles, containers, other equipment, materials, supplies, and all other items and services necessary to perform its obligations under this Agreement.
5. Paying all expenses related to provision of services required by this Agreement including, but not limited to, taxes, licenses, regulatory fees (including fees and surcharges as applicable), and utilities; paying all expenses related to the operation, permitting, licensing, regulatory fees for all approved Facilities owned/operated by Contractor or Contractor's Affiliate; paying for all expenses related to changes in law at approved facilities owned/operated by Contractor or Contractor's affiliate; and, paying all expenses related to any construction, any land or facility improvements,

any repair and/or replacement of equipment and all other expected or unforeseen costs associated with all approved facilities owned/operated by Contractor or Contractor's affiliate.

6. Performing or providing all services necessary to fulfill its obligations in full accordance with this Agreement at all times using best industry practice for comparable operations.
7. Complying with all applicable laws.

3.2 Collection Services and Transfer Station Management

3.2.1 SFD Collection Services Arrangements

SFD is any dwelling unit or combination of up to 2 (two) dwelling units in the service area where each dwelling unit is designed or used for occupancy by one (1) family and carts are utilized for the accumulation and set out of solid waste. SFD collection service is **not mandatory**, however the service is **exclusive to the Contractor**. Residents will have the option to self-haul or to participate in franchise services. The default service levels are described below.

1. Weekly Solid Waste Collection

Contractor will provide each SFD with a new, wheeled cart for automated collection of solid waste. **The default service level will be a 96-gallon cart collected weekly.** The Contractor must provide a 64- or a 32-gallon cart as a substitute depending on the customer's preference and need. **No discount will be given for using a 64-gallon carts. 32-gallon Cart shall be offered at a reduced rate.**

Customers may request additional carts as may be needed at an additional charge. Customers will be required to place the cart(s) curbside for collection. Residents may set out an additional one (1) cubic yard of containerized Waste material without extra charge, which is equivalent to six (6) thirty-two (32) gallon cans, bags, boxes or bundles. Each item shall not exceed fifty (50) pounds in weight or thirty-six (36) inches in length.

During inclement weather conditions, pickup scheduling may be adjusted and/or expanded to accommodate service needs created by the inclement weather. Proposer will include a plan to address the needs of communities including Virginia City, Gold Hill, Virginia City Highlands, Highlands Ranches and Virginia Ranches where inclement weather frequently impacts scheduled collection services. **The Contractor shall provide vehicles capable of serving all residential and commercial service location within Storey County, including during periods of inclement weather (e.g. snow, rain, mud and other weather impediments to service). This may require the Contractor to provide smaller vehicles (e.g. scout trucks, pickup trucks, flatbed trucks, or other vehicle).**

2. Yard Service or Drive-In Services

Contractor will offer to service containers on private driveways as a service available at an additional charge. When a customer has requested yard service or drive-in service, the Contractor shall execute a Franchisee liability waiver form regarding any damage caused by Franchisee trucks. Franchisee will ultimately determine if the access is sufficient to safely service the property. If not, the customer will have to bring the container to a location per this Agreement that can be safely serviced by Franchisee. collection.

3. Recycling Collection

Contractor may offer SFD recycling subscription-based Recycling Collection services for additional rate. Other recycling collection services may be proposed, as an alternative proposal. The County is looking for the most reasonable costs for solid waste services, contract shall not offset recycling services in the solid waste rates.

4. Community Cleanup Residential Incentive

Each household in the county may access the transfer station in Virginia City and/or the Proposer's facilities, or combination thereof, three (3) times per year to dump at no-cost for each arrival up to three cubic yards of accepted solid waste in this Agreement at any time that the facilities are open for business. In addition to this, each Storey County household will be awarded three (3) vouchers per calendar year for this purpose. By January 1st of each year, Franchisor will be provided with 3,500 dump vouchers by Franchisee. As needed and upon written request by the Franchisor, Franchisee will provide Franchisor additional vouchers necessary to meet this section, but there shall not be more vouchers given than three for the number of households in the county. Franchisor will establish a process for distribution. New vouchers will be provided for each year of this Agreement, and those vouchers shall only be good for the respective year. Franchisee will have the right to reject customer usage at either facility in instances of a clear forgery or use by commercial customers. In addition to the locations stated herein, households may use their vouchers at the Dayton Transfer Station.

In addition to the provision about for Community Clean Up Services, Contractor shall provide the following:

- a) **Recycling Drop-Off** – Allow Storey County residents to drop off acceptable Recyclable Materials at the Virginia City Transfer Station. Additionally, the Contractor may provide other drop-off options as approved by the County. Those recyclables will change from time to time, which will change the types of products that are accepted for recycling and the ability to find a vendor that will recycle all items, i.e. batteries, motor oil, etc.
- b) **Extra Cleanup Incentive for Indigent Property Cleanup** – Provide Cleanup Incentives for indigent / nuisance cleanup, upon request of the County, to residents who are in court order nuisance abatement program, under county supervision and distribution, may receive additional vouchers beyond the three (3) per calendar year listed above.
- c) **Roll-Off Boxes for Indigent Property Clean Up** – Provide twenty (20) 40-yard roll off boxes per year for cleanup of indigent / nuisance properties, upon request of the County.

5. Annual Holiday Tree Recycling Collection

Franchisee will provide Holiday Tree collection as part of the base service, provided trees are cut in sections no larger than 3 feet. This service will be provided beginning the day after Christmas until January 15th.

6. Senior Rate

- A. **Senior Rate.** The Franchisee shall charge a senior residential collection rate to eligible seniors, as set forth in Exhibit 1. The senior residential collection rate shall have an eligibility age of 65 years old, or older, and include the collection of a thirty-two (32) gallon can (without additional yardage) or sixty-four (64) gallon Cart of Solid Waste but does not include the one additional cubic yard of containerized Waste in the base level of service.
- B. **Low-Income Senior Rate.** Low-income senior citizens upon request shall pay a rate set at 75% of the established solid waste rate as set forth in Exhibit 1 for the customer owned 32-gallon service that does not include the additional cubic yard of service. The qualification requirements for the low-income senior citizen rates include all the following: (i) head of household; (ii) minimum of 65 years of age; and, (iii) an adjusted gross income for the household at or below one hundred-fifty (150) percent of the current Federal Poverty Guidelines for the 48 Contiguous States and the District of Columbia for the applicable size of family unit.

To demonstrate conformity with the qualification requirements, the Franchisee shall require applicants to complete an application form provided by the Franchisee and provide copies of photo identification showing proof of age and the first and second pages of Form 1040, U.S. Individual Income Tax Return for the previous calendar year, or other suitable documentation to verify household income.

Eligibility shall be granted for a specified period not to exceed two (2) years after which the Franchisee shall require applicant to re-certify as to their continued eligibility. The Franchisee shall require approved applicants to provide notification if and when their eligibility qualification status changes.

7. Vacation Hold

Franchisee will offer SFD customers the option to request a vacation hold one (1) time per year for a minimum of one month. Proposer may include proposed terms for the Vacation Hold process, however the policy shall at a minimum offer one (1) vacation hold per year with no fee for the cessation and/or resumption of services. Vacation holds exceeding one (1) per year may be made available at an additional charge.

8. Animal-Resistant Carts

Proposer shall provide pricing for optional animal-resistant carts as a service available at an additional charge for the County's consideration and potential inclusion in the final Franchise Agreement.

9. On-Call Electronic Waste (E-Waste) Recycling Collection

Proposer will provide on-call e-waste (as defined in draft Agreement Article 1.37) collection service for SFD Customers, offered at an additional charge. Contractor is required to describe its methodology to provide on-call collection of e-waste (e.g., material types, customer set-out requirements, control mechanisms for spills and

contamination, and any limitations on allowable amounts) along with a fee per pick-up that would cover all program costs.

10. On-Call Universal Waste Recycling Collection

Proposer will provide on-call universal waste recycling collection service, offered at an additional charge. Universal waste collection includes fluorescent lamps, cathode ray tubes, instruments that contain mercury, and batteries. Contractor is required to describe its methodology to provide on-call collection and recycling of universal waste (e.g., material types, customer set-out requirements, chain of custody documentation, and any limitations on allowable amounts) along with a fee per pick-up that would cover all program costs.

3.2.2 MFD Collection Services Arrangements

MFD are any residence in the Service Area with three (3) or more dwelling units, where each dwelling unit is designed or used for occupancy by one (1) family, including any flat, apartment, condominium, town home or other premises, other than a hotel or motel, including such premises when combined in the same building with business establishments, utilizing a common bin(s) for the accumulation and set-out of solid waste. When discussing solid waste or recycling collection service changes with customers, Contractor must provide a rate schedule to customers denoting all service levels and all possible frequencies of collection.

MFD Customers will be considered Commercial Customers for any services beyond those described in Section 3.2.2

1. Solid Waste Collection

The Contractor will provide bins and/or debris boxes for collection of solid waste. Customers will have the opportunity to subscribe to the appropriate service level. Collection frequency will be at least once per week and up to six (6) times per week. Customers and Contractor will determine a mutually acceptable collection location. Solid waste collection service is exclusive for all service locations.

2. Annual Holiday Tree Recycling Collection

Franchisee will provide Holiday Tree collection as part of the base service, provided trees are cut in sections no larger than 3 feet. This service will be provided beginning the day after Christmas until January 15th.

3.2.3 Commercial Collection Services

Commercial customers include all retail, professional, office, wholesale and industrial facilities, other commercial enterprises offering goods or services to the public; organizations; and agencies other than County agencies. Contractor will be required to service carts, bins and roll-off boxes stored in customer's solid waste enclosure or other locations as requested by customer. When discussing solid waste or recycling material collection service changes with customers, Contractor must provide a rate schedule denoting all service levels and all possible frequencies of collection. Solid waste collection is exclusive to the Contractor for all service locations. Solid Waste Collection is **mandatory for TRI-Center** and areas within the McCarran area.

Construction and Demolition (C&D) Debris Services are subject to limitations set forth in the Solid Waste Agreement, Article 4.2.A – Construction and Demolition (C&D) Debris.

1. Solid Waste Collection

Contractor will provide carts, bins, and/or roll-off boxes for collection of solid waste. Customers will have the opportunity to subscribe to the appropriate service level. Collection frequency will be at least once per week and up to six (6) times per week. Customers and Contractor will determine a mutually acceptable collection location collection container location. Solid waste collection service is exclusive for all service locations.

2. Recyclable Materials Collection Offer of Service

Contractor will provide carts, bins, and roll-off boxes for collection of recyclable materials. Recycling collection may be made available at a minimum for: newsprint (including inserts); mixed paper (including magazines, catalogs, envelopes, junk mail, corrugated cardboard, brown bags and paper, paperboard, paper egg cartons, office ledger paper, and telephone books); aluminum beverage containers; pie tins; tin cans; bimetal containers; and #1 & #2 plastics. In order to prevent the contamination of recyclables, the Contractor will provide “restricted access” lids for recycling collection containers, as needed.

3. On-Call Bulky Item Collection

Contractor will provide on-call collection of bulky items from commercial customers using a method suitable for the commercial premises and agreed upon by the customer or property manager. Contractor will be required to separate and recycle all commodities that can be feasibly recovered. Commercial generators shall pay a separate fee in accordance with the rate approved by the County.

4. Optional Services for Commercial Customers

1. On-Call Electronic Waste (E-Waste) Recycling Collection

Contractor will provide on-call e-waste (as defined in draft Agreement Article 1.37) collection. Contractor is required to describe its methodology to provide on-call collection of e-waste (e.g., material types, customer set-out requirements, control mechanisms for spills and contamination, and any limitations on allowable amounts) along with a fee per pick-up that would cover all program costs.

2. On-Call Universal Waste Recycling Collection

Contractor will provide on-call universal waste recycling collection service. Universal waste collection includes fluorescent lamps, cathode ray tubes, instruments that contain mercury, and batteries. Contractor is required to describe its methodology to provide on-call collection and recycling of universal waste (e.g., material types, customer set-out requirements, chain of custody documentation, and any limitations on allowable amounts) along with a fee per pick-up that would cover all program costs.

3.2.4 County Services

County services will be provided at “no charge.” Collections will be scheduled at a time mutually agreed upon by the Contractor and the County. The cost of these services will be included in the overall rate structure to provide services to the other three sectors including SFD, MFD and Commercial. See Attachment 3 for a list of current County locations and service levels. Service locations and weekly collection service levels may change over the term of the Contract.

Franchisee will provide collection and disposal of all Solid Waste, without cost or charge, at all buildings, parks, "B" and "C" Street boardwalks and other facilities owned by Storey County which are open to the public and operating under normal conditions. Included in this service is the biohazard waste generated from the EMS operations of Storey County to the extent this material is permitted for disposal at the Transfer Station or Disposal Site. This service provided to Storey County shall not apply to the disposal of any form of Solid Waste from non-recurring service (e.g. construction project) waste that requires special handling or equipment Solid Waste resulting from natural disasters, businesses operating for profit on County properties under special licensing or franchise agreements, any special community event operated or sponsored by the County (except for "B" and "C" Street containers which shall still be collected), or any other types of extra-ordinary burdens for the removal of Solid Waste from property owned by the County. Included in this service will be to maintain the current service level at the four existing schools in Storey County (Hillside Elementary School, Hugh Gallagher Elementary School, Virginia City Middle School and Virginia City High School) without charge.

1. Weekly Solid Waste Collection

Contractor will provide wheeled carts and bins for collection of solid waste. The County will have the opportunity to subscribe to the appropriate service level. Collection frequency will be at least once (1) per week and up to six (6) times per week.

2. Weekly Recyclable Materials Collection

Contractor will, upon request of County Staff, provide recycling collection service at County facilities. Contractor will provide carts, bins and roll-off boxes for collection of recyclable materials.

3. On-Call Bulky Item Service

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

4. Special Event Collection Services

Contractor shall provide event boxes with lids featuring designated opening(s) for bottles and cans, wheeled carts, bins, and/or roll-off boxes to collect solid waste and recyclable materials at “no charge” for County-sponsored events that are open to the public and that do not require paid admission or the purchase of a ticket, including but not limited to two (2) Saturday events per year at three (3) locations per event for eight (8) hours per location per event. Recycling collection shall be requested at the discretion of the County. If Recycling collection is requested for any special event, signage indicating “Recycling” will be clearly visible on the designated container. Upon request, Contractor will assist the venue and event organizers with developing recycling plans and reporting data. When requested by event organizers, solid waste and recycling collection service will be provided for each venue or

event. A minimum of two (2) 40-CY boxes for solid waste and (1) 40 CY box for recyclables will be provided at each location at the start of each event and will be serviced throughout the day. Additionally, event organizers may request numerous carts to distribute throughout the event for use by patrons. Carts to be made available include standard cardboard event boxes with lids (18x18x34 or comparable), 64 and 96-gallon carts. Bins will be made available in sizes including 2, 3, 4, and 6 cubic yards. Roll-off box service will be made available in container sizes including 10, 20, 30 and 40 cubic yards. Collection frequency will be provided as required by the event organizer. County may request waste pickup to be completed at the end of an event or on a Sunday prior to Monday business.

5. Illegal Dump Site Service

On an annual basis, Franchisee will provide at up to six clean up services for Franchisor where illegally dumped waste in the County has been located. Each service will be limited to 30 yards. Items weighing more than 200 pounds are excluded, as are materials which may not be accepted for disposal at the Franchisee disposal facilities. Franchisor will make arrangements for clean up by providing Franchisee with at least seven days advance notice of the need for a cleanup. The area to be cleaned up must be accessible by Franchisee's equipment. If a location is discovered that covers a large area, the Franchisor will collect the material and deliver it to a dedicated location for clean up by Franchisee.

6. Disaster Relief.

In the event of a natural disaster or other County emergency, Franchisee shall use commercially reasonable efforts to provide assistance to Franchisor in the form of equipment, labor, and disposal services, at rates as identified in Exhibit 1. Emergency contingencies may occur where in order to protect the health and safety of the public the County deems it necessary to permit and/or contract with other entities, companies or services to collect, transport or dispose of solid waste resulting from an emergency and/or disaster.

3.2.5 Virginia City Transfer Station Operation

Proposers shall offer a detailed transfer station management plan. Franchisee will assign adequate personnel to operate the Virginia City Transfer Station. These personnel will be responsible for the operation of the Virginia City Transfer Station and any associated services.

The Virginia City Transfer Station shall provide services to both Storey County residents, businesses, and the general public.

3.2.6 Material Processing, Diversion and Disposal Plan

Contractors must include a material Processing Plan that demonstrates the Proposer's ability to arrange for the Disposal and/or processing of materials originating in the County for the term of the Agreement and any extensions thereof. The plan should identify any arrangements with facilities that will benefit the County in maintaining long-term rate stability. Prior to selection, the Contractor will be required to produce proof of all arrangements described in its offer. Contractors should indicate the per-ton processing costs and tonnage guarantees they will offer the County. All separated materials delivered to the Transfer Station such as Solid Waste and Recycling shall be kept separately and transferred to permitted landfills for Solid Waste and approved recycling processing facilities for Recyclable Materials.

3.2.7 Other Collection Service Considerations

This Section presents service considerations required by the Contractor that were not specified in Sections 3.2.1 through 3.2.6.

1. Provide public education to residents and businesses. A detailed description of Contractor's public education responsibilities is provided in Article 5.10 of the Agreement.
2. Provide customer service and billing service as necessary to fulfill its obligations. Contractor shall maintain offices and customer call center staff within Reno, Sparks, and Carson City area.
3. Furnish all labor, supervision, collection vehicles, collection containers, other equipment, materials, supplies, and all other items and services necessary to perform its obligations.
4. Be solely responsible for paying all expenses related to the provision of services including, but not limited to, taxes, regulatory fees, host fees, business license fees, utilities, etc.
5. Be solely responsible for the impact of any changes in law to the operation of the Contractor's facility, including financial and operational impacts.
6. Provide all services in a thorough, safe and professional manner.
7. Contractor shall be responsible for ensuring that its customers consistently receive a high level of customer service and responsiveness.
8. Comply with applicable laws, regulations, and ordinances.

3.2.8 Limitations of the Scope of Exclusive Agreement

Proposers should refer to Article 4.2 Limitations to the Scope of DRAFT Solid Waste Agreement in the Draft Agreement.

- Article 4.2.A – Construction and Demolition (C&D) Debris.
- Article 4.2.B – Recyclable Materials.
- Article 4.2.C – Self-Hauled Materials.
- Article 4.2.D – Source Separated Materials.
- Article 4.2.E – Materials Removed by Customer's Contractor as Incidental Part of Services.
- Article 4.2.F – Source Separated White Goods, Bulky Items, etc.
- Article 4.2.G – Hazardous Waste. Hazardous Waste regardless of its source; and,
- Article 4.2.H – Contractor Requested Solid Waste.

3.3 Customer Rate Arrangements

This section provides a description of rate arrangements and fees that will apply to all four service sectors. The rate schedules establish the maximum rates that may be charged.

3.3.1 SFD Rate Arrangements

The County will maintain an integrated SFD rate structure that covers weekly solid waste. The Contractor may propose SFD recycling materials collection services as an integrated component of solid waste, or as a separate offer of service for an additional rate, or in any combination of integrated and optional service(s).

The Contractor may offer SFD recycling subscription services and may propose alternative recycling collection services.

3.3.2 MFD and Commercial Rate Arrangements

The County will maintain a rate structure that includes separate fees for the collection of solid waste and recyclable materials. A volume-and-frequency based rate structure will be used.

The County will accommodate third party recycling collection in accordance with Article 4.2.B Limitations to The Scope Of Exclusive Agreement – Recyclable Materials.

3.3.3 County Services

The County's facilities services shall be provided free of charge.

3.3.4 Special Services Charges

Contractor's proposed rate schedule shall include all charges for special services, such as: (1) locked container charges; (2) accessing locked container enclosures; (3) moving containers to a collection vehicle; (4) steam cleaning containers (excluding carts) more frequently than one time per year as requested by the customer; (5) additional residential solid waste cart monthly service rate; etc. Please see the Agreement for more details on situations in which special service charges apply.

3.3.5 Fees

Article 9 of the Agreement provides details on the specific fee(s) to be paid and remitted to the County. The franchise fees are calculated as a percentage of gross receipts.

3.4 Public Education and Outreach

All public education activities will be conducted by the Contractor. The Contractor shall be responsible for ensuring that its customers consistently receive a high level of customer service and responsiveness. The Contractor shall prepare an annual public education plan and meet with the County or the County's representative to review the plan. The County shall have the right to review all promotion materials and implementation of the promotion strategy. A detailed listing of Public Education and Outreach requirements can be found in Article 5.10 of the Agreement.

3.4.1 Contractor Responsibilities

Contractor will be required to provide the following services:

1. Distribute public education and outreach materials during roll-out of the new collection services program.
2. Public education strategy and development of materials to support roll-out of new collection services.

3. Develop, produce, and distribute an information packet to each new customer throughout the Contract term. This packet shall: describe available services, including available recycling services; provide instructions for proper use of the carts and bins provided (such as how to place carts or other permitted items for Collection, the types of materials that may be placed in each cart); detailed holiday Collection schedules; and, provide billing and customer service telephone numbers. This packet shall contain updated information on how to use Containers, when, where and how to place solid waste for Collection, and who to contact with service or billing questions, and for bulky item Collection.
4. Develop, produce, and distribute public education and promotional materials to MFD and Commercial accounts at inception of the new program and during the term of the Agreement, including all outreach and education materials necessary to implement any recycling collection programs.
5. Deliver set-out correction notices during the term of the Agreement.
6. Include within its bills any inserts produced and provided by the County.
7. Provide at the request of the Customer, Spanish translations of written communication (packets, billing inserts, website content, etc.) to meet the needs of County SFD, MFD and Commercial Customers.

3.4.2 Contractor Liaison

To achieve a high level of customer service, Contractor shall dedicate a management-level employee on staff to serve as liaison for the County. The liaison shall be the County's primary point-of-contact regarding all aspects of the franchise agreement including, but not limited to, the service transition, the implementation of all County services, the resolution of customer issues, all reporting, all periodic meetings with County staff, all public education and outreach and any other aspect of contract implementation.

Proposer must include the following in its proposal:

1. A job description for the Liaison and reporting structure
2. The resume of the designated Liaison (This must include the individual's resume, years of experience, and professional references.)
3. Notice shall be given to the County of any change of the designated Liaison within five (5) days.

3.5 Requirements for Operations, Equipment and Personnel

Article 7 of the Agreement details specific requirements related to operations, equipment and personnel. Contractor shall always comply with Applicable Laws and provide services in a manner that is safe to the public and the Contractor's employees. A summary of some of the requirements follows below.

3.5.1 Operations

Unless otherwise authorized by the County, Contractor's days and hours for collection operations shall be as follows:

- A. Collection from residential premises shall only occur between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday and between 7:00 a.m. and 6:00 p.m. Saturday except Holidays; provided that the Parties may otherwise agree with respect to permitted times on Holidays. Sunday Services shall be provided as necessary to fulfil post-event collection at Special Events held on Sundays.

3.5.2 Equipment

1. Vehicles

Contractor shall provide a fleet of collection vehicles sufficient in number and capacity to efficiently and safely perform the work required by the Agreement in strict accordance with its terms including all applicable laws and regulations. Contractor shall have available sufficient back-up vehicles for each type of collection vehicle used to respond to scheduled and unscheduled maintenance, service requests, complaints, and emergencies. All such vehicles shall have watertight bodies designed to prevent leakage, spillage, or overflow. Hoppers shall be enclosed on top and on all sides to prevent material from leaking, blowing or falling from the vehicles. Each collection vehicle shall be equipped with a shovel and broom for clean-up of spillage. Collection vehicles shall never be loaded to exceed the manufacturer's recommended weight limit or otherwise operated unsafely or in violation of any applicable law.

Contractor will provide detailed information regarding the number of each type of collection vehicle to be used, along with the name of the manufacturer, age of the vehicle, and vehicle specifications. The County specifies neither the technology nor the fuel type but requires that residential and commercial collection vehicles be fully compliant with state and local requirements and regulations throughout the term of the contract.

2. Containers

The Contractor will provide **new carts**. Bins may be used if in good condition and if they meet all the standards. Contractor will provide detailed information regarding the type of carts to be used, along with the name of the manufacturer and specifications. Carts shall have a minimum of a 10-year manufacturer warranty. Contractor will also provide alternate pricing and specifications for the use of animal-proof carts if provided to all customers as part of standard service, as well as pricing for the optional use of animal-proof carts and bins to be paid by participating customers. Pricing information should include replacement guidelines and responsibilities for broken carts. Refer to Draft Agreement, Article 7.10.C-2 Container Requirements for replacement requirements.

3.5.3 Personnel

Contractor shall furnish such qualified drivers, mechanical, supervisory, customer service, clerical, and other personnel as may be necessary to provide the services required by this Agreement in a safe and efficient manner. The Contractor shall designate at least one (1) qualified employee as the County's primary point of contact with Contractor who is principally responsible for collection operations and resolution of service requests and complaints.

The Contractor shall use its best efforts to assure that all employees who interact with customers present a neat appearance and conduct themselves in a courteous manner. Contractor shall not

permit its employees to accept, demand, or solicit, directly or indirectly, any additional compensation, or gratuity from members of the public.

The County places a high priority on the retention of employees currently providing services within the County. Proposer shall declare its intent to offer or not offer employment to eligible employees of the current Contractor.

3.5.4 Local Purchasing Preference

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

3.6 Billing, Customer Service, Record Keeping and Reporting

Article 8 of the Agreement details specific requirements related to billing, customer service, record keeping, and reporting. A summary of some of the requirements follows below.

3.6.1 Billing Services

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

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

Service Recipients' bills shall be itemized showing the charges for each classification of services. The Contractor and the County or the County's Representative shall agree on the format of the invoice prior to the Contractor initiating billing services.

Contractor's website shall provide customers with the ability to pay their bills through an electronic check or credit card and include the ability for customer billings to be automatically charged on a recurring basis. The proposer shall describe the company's web-based billing system. The Contractor shall promote the website-based billing and payment system on all paper bills sent to customers. The Contractor shall prepare, mail, and collect bills from customers who decline to use such internet-based billing system. The Contractor shall make arrangements to allow customers to pay bills by cash, check, electronic check, money order, and credit/debit card.

3.6.2 Customer Service

Contractor shall always be in compliance with Article 8.6 of the Agreement and with the provisions of the customer Service Plan included in Contractor's Proposal. The Contractor shall revise, modify

and otherwise update such Plan throughout the term as it deems necessary, or as reasonably requested by the County.

1. Office Location and Hours

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

2. Local Telephone Number and Equipment

Contractor's principal office shall be accessible by a local (toll-free to customers) telephone number at least during the office hours specified in Article 8.6 of the Agreement. The telephone number shall be listed under Contractor's name in the local telephone directory and as appropriate on collection vehicles and containers. The Contractor shall have sufficient equipment in place and staff to handle the volume of calls experienced on the busiest days and such telephone equipment shall record the responsiveness (including, by way of example, but not limited to call hold-time, abandoned calls, etc.) to calls. An answering machine or voicemail service shall record customer calls and voice messages during hours the office is closed, or outside times calls are not being answered.

3. Emergency Telephone Number

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

4. Bilingual/TDD Service

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

5. Website

The Contractor shall develop a comprehensive website specific to the County's Service Area which fully explains and effectively promotes the collection service options offered to its

customers. The website shall contain the full approved rate schedules as well as any other information that may be helpful to the County and customers in successfully participating in the recycling program (where applicable). The website shall also allow customers to submit inquiries, complaints, and queries.

6. Service Requests, Compliments, Complaints

The Contractor shall be responsible for the prompt and courteous attention to, and prompt and reasonable resolution of, all customer service requests and complaints. Contractor shall record in a separate computerized log, approved as to form by the County, all complaints, noting the name and address of complainant, date and time of complaint, nature of complaint, and nature and date of resolution (e.g. missed pickups, blocked containers, non-collection due to weather events, container replacements, unacceptable waste, and other such items). The Contractor shall retain this log for the term plus three (3) years after its expiration or earlier termination. Upon request by the County, the Contractor shall compile and submit a summary statistical table of the complaint log.

The Contractor shall respond to all complaints received within twenty-four (24) hours, weekends and Holidays excluded. If a complaint involves a failure to Collect materials from a premises in the County, Contractor shall Collect the material in question within twenty-four (24) hours of receipt of the Complaint, provided that Generator has properly placed materials for collection.

3.6.3 Record Keeping and Reporting

Contractor shall submit to the County quarterly and annual reports as described in Article 8.9 of the Agreement. Unless otherwise required in Article 8.8 of the Agreement, Contractor shall retain all records and data required to be maintained by this Agreement for the term of this Agreement plus three (3) years after its expiration or earlier termination. Records and data shall be in chronological and organized form and readily and easily interpreted. Upon request, any such records shall be retrieved in a timely manner by the Contractor and made available to the County or the County's Representative. The Contractor shall maintain adequate record security to preserve records from events that can be reasonably anticipated such as a fire, theft, flood, and an earthquake. Electronically maintained data and records shall be protected and backed-up.

3.7 Contractor Implementation Plan

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

1. A timeline showing the duration and completion date of major milestone events such as vehicle procurement if not proposing used vehicles; container purchase, assembly and distribution; personnel hiring and training; customer service and billing database development and implementation; administration; public education; etc.
2. Assumptions regarding the participation of County staff.
3. Identification of common problems that can occur in service initiation and strategies for preventing or managing such problems.

4. Procedure for residential and commercial customers to select container size(s) and service frequency.
5. Contingency plans for all aspects of implementation.

3.8 Alternative Proposals

Proposer may provide one or more alternative proposals in addition to the requested proposal. The County is not obligated to evaluate or select alternative proposals. Alternative proposals will be considered by the County if the County concludes that the alternative proposals warrant evaluation and analysis. **Alternative proposal(s) will not be considered from proposal(s) that do not respond to this Request for Proposals in its entirety, as written.**

SECTION 4 - RFP POLICIES, CONDITIONS, AND PROCESS

4.1 Rights Reserved by the County

The County reserves the right, in its sole discretion, to pursue any or all the following actions regarding this RFP process:

- Issue addenda and amend the RFP and Agreement.
- Request additional information and/or clarification from Proposer.
- Extend the deadline for submitting proposals.
- Withdraw this RFP.
- Reject proposals that do not fully comply with the requirements detailed in this RFP, its attachments, addenda, or clarifications.
- Reject incomplete proposals; proposals containing errors, inconsistencies, false, inaccurate, or misleading information; proposals submitted after the deadline; or, proposals with other process or content errors or deficiencies.
- Amend the Municipal Codes of County.
- Award a proposal based on a combination of its qualitative and quantitative attributes.
- Take other actions the County deems are in the best interest of the County, and residents and businesses in the County service area.
- Negotiate changes in the services proposed and/or described in the RFP or to incorporate programs proposed by others.

4.2 General RFP Requirements

This RFP shall not be construed by any party as an agreement of any kind between the County, Proposer(s), and other parties.

This RFP does not oblige the County to accept any proposal, negotiate with any Proposer, award an Agreement, or proceed with the development of any project or service described in response to this RFP. The County has no obligation to and shall not compensate any Proposer for its expense of preparing its proposal and participating in this procurement process.

Please note that the County's procurement of franchised collection services is not subject to State bidding laws, and the County does not intend to cause the current RFP process to become subject to such bidding laws or regulations.

The County shall have the right (but not the obligation) to perform a review of each Proposer's ability to perform the work required. Each Proposer must agree to cooperate with such a review. Such cooperation by Proposer shall apply to the verification of the Proposer's capability and experience in the provision of services and any other component of work that may be required under this procurement.

The County, and its consultants, will be conducting reference checks on Proposers that will involve contacting jurisdictions currently or previously served by Proposer, as well as contacting regulatory agencies involved in oversight of Proposers' facilities. In addition, the County, or its consultants, may research Proposers' past performance by reviewing litigation history, regulatory actions, highway driving

records, criminal investigations and recycling history. The Proposer's submission of a proposal shall constitute an agreement to cooperate with the County's review.

Unless a submitting Proposer takes specific exception in accordance with the procedure set forth in Section 5.6, submission of a proposal shall constitute acknowledgement and acceptance of all the terms and conditions contained in this RFP and the Agreement including all addenda or amendments issued by the County as per the process provided in this RFP.

Submittal of a proposal signifies the submitting Proposers' commitment to provide the proposed services if selected. In addition, all aspects, conditions and components of proposals submitted shall be valid for two years. Proposals may not be altered after submittal, except in response to the County's request for clarification.

4.3 Code of Conduct

4.3.1 Proposer Code of Conduct

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

If a Proposer does not sign the code of conduct or violates the code of conduct, the County has the right to disqualify the Proposer from this RFP process. The code of conduct shall be signed and notarized and submitted to the County in accordance with instructions provided in Section 5.8.1. **Please note: the Proposer Code of Conduct is required to be submitted at the Pre-Proposal Meeting.**

4.4 Proposal Submittal Process

Proposer shall follow the proposal submittal process as outlined below.

4.4.1 Step One – R.S.V.P to Attend Pre-Proposal Meeting

Proposer must submit notification to the County of its intention to attend the mandatory pre-proposal meeting. Proposer must email notification to:

info@sloanvazquez.com

This notice of intent to attend the pre-proposal meeting must be submitted by the date and time provided in Section 1.4, RFP Schedule.

Proposers must submit a signed Proposer Code of Conduct at the Pre-Proposal Meeting, as described in Sections 4.3.1 and 5.8.1 of this RFP.

4.4.2 Step Two – Mandatory Pre-Proposal Meeting

The mandatory pre-proposal meeting will be held remotely via **Zoom at 1pm on Tuesday, October 10, 2023**. The Zoom link will be provided to proposers that RSVP to attend the pre-proposal meeting.

Attendance at this meeting is mandatory for all companies intending to submit a proposal. The County will NOT accept proposals from companies that do not attend the pre-proposal meeting.

4.4.3 Step Three – Submittal of Written Questions

The County directs Proposers to submit all questions and requests for information in writing directly to the email address listed in Section 4.4.1. The deadline for submitting written questions and requests for information is provided in Section 1.4, RFP Schedule.

Written responses to questions will be provided to all eligible Proposers. In the event of any inconsistencies between oral responses provided at the pre-proposal meeting and written responses subsequently issued, the written responses must be used for preparing proposals.

4.4.4 Step Four – Proposal Submittal

The Proposer shall submit one (1) signed original and two (2) complete copies in three-ring binders and according to the deadline provided in Section 1.4, RFP Schedule. In addition, the Proposers are required to submit a flash drive containing:

- An electronic copy of all completed cost proposal forms (including, by way of example, but not limited to, those provided in Attachment 7 of the RFP) formatted for Microsoft Excel;
- An electronic copy of the Agreement, noting all requested changes in redline/strikeout, in Microsoft Word format; and,
- A complete PDF of the proposal (excluding financial statements, if confidential).

These items shall be placed and submitted in a sealed package. All pages shall be consecutively numbered; although, each section may start with a new page number if proceeded with the section number, such as Page 2-1 for the first page of Section 2.

The package shall be clearly labeled:

PROPOSAL FOR STOREY COUNTY FRANCHISED COLLECTION SERVICES

FROM:	Name of Proposer:
	Address:
	Contact Person:
	Telephone Number:
	E-mail:

The proposal may be mailed to:	Storey County Clerk / Treasurer 26 S. B St. Drawer D Virginia City, NV 89440 Attn: County Manager
--------------------------------	--

Or hand delivered to:	Storey County Clerk / Treasurer 26 South B St. Virginia City, NV 89440 Attn: County Manager
-----------------------	---

Proposals received late will not be considered. Postmarks will not be accepted as proof of receipt.

1. Surety. Each proposal must be accompanied by surety made payable to “Storey County” in the amount of \$10,000.00 (Ten Thousand and 00/100ths Dollars) and in the form of a certified check, cashier’s check, or bid bond. The surety shall be submitted with the proposal in a separate, clearly labeled envelope. The purpose of the surety is to guarantee that the successful Contractor will execute an Agreement with the County. If the selected Contractor does not execute the Agreement within 30 calendar days after receiving notice of the award of Agreement, the County shall keep the surety to offset the potential cost associated with identification of an alternate service provider and schedule delays and the County has the right to pursue additional and reasonable costs incurred in this event. Checks and bonds will be returned to all Proposers no later than ten calendar days after the County has executed the Agreement with the successful Contractor. If no selection is made within one year of the submission of proposals, each Proposer may demand their proposal surety be returned; however, the County reserves the right to eliminate proposals from such companies from further consideration.

4.4.5 Step Five – Clarification of Proposal Information

Proposer may be asked to clarify information through written communications, interviews or during site visits of each Proposer’s offices, customer service center, corporation yard, maintenance facilities, transfer facilities, and/or processing facilities. The County reserves the right to conduct in-person interviews with one or more Proposers.

4.4.6 Step Six – Selection of Recommended Contractor and Negotiation of Final Agreement

The County and/or its consultants will recommend a preferred Contractor(s) for consideration by the County Commissioners. Once the Commissioners approve selection of a final Contractor then final negotiation will take place for the Agreement. Except at the sole discretion of the County, all negotiations with the Proposer will be limited to the Proposer’s recommended alternative Agreement language contained in their proposal.

4.4.7 Schedule

The schedule of events presented in Section 4.4 is summarized in Table 1-2 in Section 1.

4.5 Limits on Disclosure of Proposals

The County has determined that the public interest will be best served if proposals submitted in response to this RFP are not made available for review by other companies participating in the competitive selection process. For that reason, proposals (and materials submitted during subsequent meetings and discussions with County staff) will not be made available to other Proposers or the public generally any earlier than the date on which County staff issues to the County Commissioners a company recommended for final consideration/negotiation. At that point, the County may release the portion(s) of the proposal(s) that have not been identified as entitled to confidential treatment as containing trade secrets. Alternatively, public release may be deferred until the County Commissioners has executed a contract with the selected company.

In accordance with NRS 332.061, The following procedures will be followed for the disclosure of proposals:

1. Materials which a Proposer considers as proprietary information entitled to limitation on disclosure must be clearly marked on each page as "CONFIDENTIAL".
2. If the County receives a request to review and/or copy materials submitted by any Proposer, it will decline to release those materials marked "CONFIDENTIAL".
3. If the person submitting the request files a legal action against the County seeking its release, the County will notify the affected Proposer(s) and will not oppose a motion by such Proposer(s) to intervene in the action. The Proposer(s) must either intervene or agree to pay the County's legal expenses in defending the action, including fees, if any, awarded to the plaintiff. Absent such an agreement, the County will have no obligation to defend the action and may release the information sought without any liability whatsoever.
4. No Proposer may, directly or through an intermediary, employ a public records request to obtain access to non-confidential materials submitted to the County by other Proposers prior to the execution of the agreement for this contract.
5. No Proposer will seek damages against the County or recovery of its attorneys' fees from the County because of any dispute related to the release or withholding of information submitted in response to this RFP.

SECTION 5 - SUBMITTAL REQUIREMENTS

Section 5 includes the required proposal outline, and a description of the specific information Proposers must include. Proposer must provide the information specified in this section as part of its proposal. Failure to provide all the required information may be grounds for rejection of a proposal.

Proposer does not need to reiterate the service requirements of the Agreement in their proposal. However, Proposer is requested to focus on describing how it plans to provide the services regarding routing strategies, collection methods, and equipment selection. Furthermore, if a Proposer has presented information for one type of service that is the same for another type of service, Proposer can refer to its previous description rather than reiterating the discussion in its proposal. For example, if SFD solid waste and recyclables collection vehicles are the same, the vehicle description can be provided once for the solid waste service and then referenced for the recyclable materials collection service.

5.1 Proposal Outline

Proposer shall present its proposal in accordance with the outline provided in Table 5.1. The RFP section that contains specific information that must be provided by Proposers for each of the required section of the proposal is provided for reference. Additional information or data relevant to the proposal is optional and must be included by Proposer as proposal attachments.

Table 5-1 Proposal Outline

	<u>Required Proposal Section</u>	<u>Reference RFP Section</u>
i.	Title Page	N.A.
ii.	Cover Letter	5.2
iii.	Table of Contents	N.A.
ES	Executive Summary	5.3
1.	Company Description	5.4
	A. Business Structure	5.4.1
	B. Experience	5.4.2
	C. Service Initiation Experience	5.4.3
	D. Existing Management & Customer Service Systems	5.4.4
	E. Key Personnel	5.4.5
	F. Past Performance Record	5.4.6
	G. Financial Information	5.4.7

<u>Required Proposal Section</u>	<u>Reference RFP Section</u>
2. Proposal for Requested Services	3.0 and 5.5
A. SFD Services	3.2.1
B. MFD Services	3.2.2
C. Commercial Services	3.2.3
D. County Services	3.2.4
E. Virginia City TS Operating Plan	3.2.5
F. Processing, Diversion and Disposal Plan	3.2.6
G. Public Education and Outreach	3.4
H. Requirements for Operations, Equipment and Personnel	3.5
I. Billing, Customer Service, Record Keeping and Reporting	3.6
J. Contractor Implementation Plan	3.7
K. Alternative Proposals	3.8
3. Exceptions to the RFP and Agreement	5.6
4. Cost Proposal	5.7
A. Base Cost Proposal	5.7.1
B. Alternative Cost Proposals	5.7.2
5. Other Proposal Forms	5.8
A. Proposer Code of Conduct	5.8.1

5.2 Cover Letter

The cover letter shall clearly identify the legal entity or entities submitting the proposal and state whether each is a sole proprietorship, partnership, corporation, LLC, or joint venture. The cover letter shall be signed by the designated representative authorized to bind Proposer. The Proposer shall acknowledge receipt of any addenda issued as part of this RFP process.

Cover letters shall contain a written statement affirming that the contractor is ready, willing, and able to provide all services in accordance with the terms and conditions set forth in the RFP and Draft Agreement.

5.3 Executive Summary

Proposer shall provide an executive summary to introduce its proposal and highlight any unique aspects of its approach to providing service to the County.

5.4 Company Description

5.4.1 Business Structure

Proposer shall include the following in its proposal:

1. Confirm that Proposer is authorized to do business in Nevada.

2. Identify the legal entity that would execute the Agreement. State whether each entity is a sole proprietorship, partnership, corporation, LLC, or joint venture. Describe in detail the relationship of the Proposer to the executing entity. If the Proposer is a joint venture, describe where the entities have collaborated before.
3. State the number of years the entities have been organized and doing business under this legal structure. The Proposal must include all the names of company's (and executing entities if different than company's) owners/stockholders with greater than a 10% holding of the company's total assets.
4. Identify other businesses with ownership by principals and/or management.
5. The Proposer shall describe all services to be performed by subcontractors and identify each subcontractor by name. The Proposer shall describe any current or past working relationship with the subcontractor(s) in the past five years.
6. Proposer shall declare its intent to offer or not offer employment to eligible employees of the current Contractor.

5.4.2 Collection Experience

The Proposer shall describe experience serving jurisdictions (preferably serving jurisdictions of similar or larger size and similar demographics to the County). Proposer's description for each comparable jurisdiction shall include:

1. The name of the jurisdiction where the services were provided, commencement date of services and term of the agreement.
2. The services provided (including, by way of example, but not limited to solid waste collection, recyclable materials, yard rubbish materials collection, and other unique collection programs such as e-waste or household hazardous waste).
3. The name, address, and telephone number of the jurisdiction representative responsible for administering the agreement.
4. The number of residential customers according to SFD and MFD designations, number of Commercial customers, according to cart, bin and other and County customers served; tons collected, diverted, and disposed annually; and, the type and number of vehicles dispatched per day for each of the services provided.

5.4.3 Service Initiation Experience

The County is interested in learning about each Proposer's experience with implementation of new franchise agreements in which the Proposer replaced the existing Contractor or initiated new collection services that required the distribution of carts. Include a minimum of three reference projects for which the Proposer has initiated a new collection contract and/or new collection services. For each reference program, the description shall include:

1. List ALL service transitions performed for municipal agencies, school districts, and other governmental organizations during the past five (5) years.
2. The name of the jurisdiction where the services were provided, commencement date and term of the agreement.

3. The service initiation performed, whether initiation of a new franchise agreement or initiation of a new service and length of time to complete.
4. The name, address, and telephone number of the jurisdiction representative responsible for administering the agreement.
5. The number of residential and commercial customers served; tons collected annually; and the type and number of vehicles dispatched per day for solid waste, recyclable materials, and/or yard rubbish material collection services.
6. Description of how the company handled the specific requirements for the procurement of vehicles and personnel; training of personnel; billing and fee collection services; determination of routes and operating procedures; delivery of containers; public education; and the preparation of procedures to ensure a smooth transition from one company to another and/or one type of service to another.
7. Identification of problems that occurred during the initiation of the new contract and solutions implemented to solve the problem(s).

5.4.4 Existing Management and Customer Service Systems

The Proposer shall describe the management systems and customer service systems its company uses to manage inquiries and complaints received from residential and commercial customers. If the Proposer uses different systems for different communities, then the Proposer shall provide a separate description of no more than three systems. The description of the management systems and customer service systems shall include, at a minimum:

1. The name, type of equipment, and software used to maintain routing and customer service information.
2. Management procedures for managing inquiries and complaints and procedures used to minimize complaints (including, by way of example, but not limited to missed pick-ups, noise, spills, etc.).
3. Description of system capability and/or procedures to ensure timely accessibility of information by jurisdictions served.
4. Description as to approach to establishing call center and shall identify the location of the proposed call center.
5. Indication as to whether the system is used company-wide or for select jurisdictions (listing which jurisdictions).
6. Description of how the customer service information interfaces with route data and billing data.
7. Explain how communications will occur between company's operations with a minimum feedback loop between customer service, billing, collection operations, and recycling staff. Describe how the customer service information system interfaces with routing and billing systems.
8. Description of procedures used to satisfactorily respond to, record, and report common customer complaints such as: missed pick-ups; spills and litter resulting from collection; collection schedule changes; broken or missing containers; improperly prepared set-outs;

noise complaints; traffic and sidewalk obstruction during collection; and, safety around collection vehicles during operations.

9. Description of how the company measures customer service about the call center's responsiveness and accuracy of responses, as well as the quality of collection service. Identify specific performance metrics or targets your company tracks. Provide actual reports for at least three jurisdictions that document the actual performance level against your targets including, at a minimum, average hold times of the customer service call center and missed pick-ups.

10. Identify the website that its customers use to obtain customer rates and service information, and to submit inquiries or complaints. Provide website address.

5.4.5 Key Personnel

Provide an organizational chart for key personnel and job descriptions indicating the qualifications and experience of key personnel the Proposer would assign to: (1) the transition team; and, (2) the ongoing management of the services provided under the Agreement. Specify the amount of time each individual will provide the services specified in the Agreement. Provide names, emails and phone numbers of municipal references that have worked with the key proposed management team members. At a minimum, key personnel shall include the general manager, controller, operations manager, route manager(s), customer service manager, maintenance manager and/or other personnel with similar titles.

5.4.6 Past Performance Record

1. Criminal Proceedings. Describe any criminal proceedings in which the Proposer, any affiliate of the Proposer, and/or any director or officer of the Proposer or affiliate (with respect to their actions in such capacity), and any individual identified as Key Personnel in the Proposal has been named as a defendant that are either currently pending or were concluded within the past five years. For each proceeding, provide the name of the case, the court in which it was filed, the docket number, and the disposition.

2. Civil Litigation. Describe any lawsuit in which the Proposer or any affiliate of the Proposer has been named as a defendant or cross-defendant, either currently pending or were concluded within the past five years. For each lawsuit, provide the name of the case, the court in which it was filed, the docket number, and the disposition. Lawsuits which involved only claims for personal injury or property damage arising from vehicle accidents which resulted in defense verdicts or in judgments against defendant, or settlements, of less than \$5,000, need not be disclosed.

3. Administrative Proceedings. Describe any administrative proceedings involving the Proposer or any affiliate initiated by federal, state or local regulatory agencies (including, by way of example, but not limited to the United States Environmental Protection Agency, the Nevada Division of Environmental Protection, the Nevada Highway Patrol, the Nevada Department of Motor Vehicles, the Nevada Employee Management Relations Board, the Nevada Department of Industrial Relations, the Nevada Department of Transportation, the Nevada Division of Water Resources that are either currently pending or were concluded within the past five years. For each, provide the name of the agency, the office or District in which the proceeding occurred, the nature of the proceeding, the disposition, and the amount of any fines or penalties assessed.

4. Payment of Liquidated Damages. List each jurisdiction in Nevada and/or within 200 miles of Storey County (including, by way of example, but not limited to County, county, or municipality) and within 200 miles of Storey County which has assessed liquidated damages against the Proposer or any affiliate of the Proposer within the past five years in an amount greater than \$10,000. For each jurisdiction, list the amount of liquidated damages paid and the event initiating contractual liability for liquidated damages.
5. Worker Safety. For the Proposer, and any affiliate of the Proposer, provide information detailing its worker safety record for the past five years. The information shall include employee safety metrics commonly used in the industry including but not limited to the number of hours lost for individual injuries per employee and workers' compensation insurance ratios.
6. Customer Service. For the Proposer, and any affiliate of the Proposer, provide information detailing deficiencies in compliance with contractually stipulated customer service requirements for the past five years. The information shall include a description of the areas of customer service that were not complied with, the duration and scope of the non-compliance, and how the Contractor addressed and/or resolved the problems.

Proposers may limit information requested in Items 2, 3, 5 and 6 to civil lawsuits, administrative proceedings, worker safety records, and customer service deficiencies to those arising out of the Proposer's (and its affiliates') operations and facilities in Nevada and/or within 200 miles of Storey County.

Note: The term "Affiliate" as used in this RFP is defined in Article 1.1 of the Agreement.

5.4.7 Financial Information

1. Financial Statements. Submit audited financial statements for the most-recently completed fiscal year for the legal entities that would execute the Agreement. If Proposer is a new entity, the proposal must include statements from the majority owners' existing business entities. All such statements are to be prepared in accordance with Generally Accepted Accounting Principles applied on a consistent basis and shall be audited in accordance with Generally Accepted Auditing Standards and shall include a statement by the chief financial officer of the entity described in the Agreement that there has been no material adverse change in such condition or operations as reflected in the submitted balance sheet and income statements since the date on which they were prepared.
2. Financing Plan. Describe the plan for financing all capital requirements (including, by way of example, but not limited to those listed in Attachment 7, Cost Proposal Forms) in a "Sources and Uses of Funds" format, which describes the sources of required capital (including, by way of example, but not limited to banks, leasing companies, cash reserves, etc.) and uses (including, by way of example, but not limited to property, trucks, equipment, containers, reserves, etc.).

5.5 General Collection Related Submittal Requirements

Proposer shall describe how it plans to perform the collection services requested in Section 3 of this RFP and described in the Agreement. Information must separately address all four service sectors: SFD, MFD, Commercial, and County facilities. Proposer must explain any differences in the method of delivering the services, equipment used, and containers to be provided. The description shall also note differences in terms of routing strategies, collection methods, vehicles, collection crew size, etc. In addition, Proposer

must describe in detail why its technical approach to the services was chosen and its benefits to the County.

Proposer shall include, at a minimum, the following:

1. Routing strategy and productivity assumptions for SFD, MFD, Commercial and County facilities; discussion of special routing (if any) for collecting in narrow streets, courts, and alleys; and route productivity assumptions (in terms of SFD accounts per route per day and MFD/Commercial lifts per route per day) and where these productivity assumptions have been accomplished in other cities serviced by the Proposer.
2. Collection methodology (including, by way of example, but not limited to automated, semi-automated, one- or two-person crews, etc.), including discussion of special methods for collecting in any hard-to-service areas. This includes handling service areas during inclement weather conditions. Methodology will include the approach to adjusting and/or expanding pickup so as to accommodate the service needs, such as missed pickup service created by the inclement weather. Proposer will include a plan to address the needs of communities including Virginia City, Gold Hill, Virginia City Highlands, Highlands Ranches and Virginia Ranches where inclement weather frequently impacts scheduled collection services. This may require the Contractor to provide smaller vehicles (e.g. scout trucks, pickup trucks, flatbed trucks, or other vehicle).
3. Number of and description of the collection vehicles to be utilized (including, by way of example, but not limited to vehicle description, manufacturer and model number, cost, capacity, age, lease or ownership arrangements, etc.). Proposers are allowed to propose the deployment of new or used collection and support vehicles.
4. Manufacturer's specifications of containers to be utilized. New carts shall be provided for SFD and new or used bins may be provided for MFD/Commercial/County customers. Container requirements are described in Article 7.10 of the Agreement. Proposer shall supply complete technical data and manufacturing specifications on the specific carts and bins being used. Proposer must also provide a detailed user's list of other jurisdictions using the same make and model of cart. The County or its designee may use this information as a reference list regarding the quality of products and service records of the manufacturer.
5. For SFD, Proposer must present assumptions regarding the percentage of customers that will utilize franchise services, and of those, assumptions regarding the percentage of customers that will place materials curbside and factor in the anticipated number of customers eligible for Senior Citizen/Low Income Senior Citizen rates as described in Article 8.4 and 8.5 of the Agreement. Describe the basis for deriving these assumptions.
5. Details on the proposed transfer facility and/or recyclables materials processing facility. For each facility please provide the following: documentation that all existing permits and approvals are in place; documentation that the facility has sufficient capacity to process the materials from the County service area; description of how the materials will be delivered to the facility, either direct hauled or transferred with details on any transfer operations; rate per ton for each facility; and, one-way mileage from the service area (assume County Hall) to the proposed facility.

5.6 Exceptions to RFP and Agreement

The County expects that the successful Proposer(s) will execute a single Agreement with the County in substantially the same form as the draft Agreement (as it may be changed via Addendum during the RFP process).

Proposers are required to carefully review the Agreement before submitting proposals and are encouraged to have it reviewed by legal counsel. Proposers are also encouraged to submit written questions, or raise questions at the Pre-Proposal Meeting, about any provision in the Agreement not fully understood, which would appear to be inconsistent with other provisions or otherwise incorrect, or which may deter them from submitting a Proposal or significantly increase the cost of their Proposal.

If a Proposer is not willing to execute Agreements with the County because of specific provisions in the Agreement, it must identify each provision to which it takes exception (“objectionable provision”) in its Proposal. Each objectionable provision must be presented separately by stating the specific objectionable provision, the suggested changes, if any, to the objectionable provision, the program or services related to the objectionable provision, and the reason for the needed change to the objectionable provision. If Proposers submit suggested changes to the Agreement language related to objectionable provisions, they must identify the specific dollar change in each of the affected cost items, as proposed by the Proposer in response to this RFP, which would take place if the suggested change was accepted by the County. Proposers should note that if suggested changes are proposed or objectionable provisions identified, all required information as set forth above must be submitted. Suggested changes or objections to provisions, without providing the required information, will not be considered. Proposers should also note that the submittal of suggested changes to the Agreement or objections to provisions does not obligate the County to revise the terms of the Agreement as published in this RFP, including such revisions as may be issued by the County during the RFP process.

The number, nature and materiality of objectionable provisions and suggested changes to the Agreement will be considered in evaluating proposals.

5.7 Cost Proposal

The Proposer shall follow the instructions provided below for preparation of the cost proposal. All elements described are required to be submitted except for the alternative cost proposals.

Proposers are to prepare base cost proposals for ten (10) year contract terms as requested in Section 5.7.1 solely on the program specifications set forth in the RFP documents without considering any exceptions or alternatives.

The proposal assumptions, operating statistics, and cost proposal information submitted by Proposer will be evaluated to determine the reasonableness of the Contractor’s compensation requirement and will serve as a baseline for establishing Rate Year One Contractor’s compensation and future adjustments to Contractor’s compensation. The cost proposal shall be firm and valid for a period of one year from the submittal date of the proposal.

Within 14 days of request by the County, the selected Contractor shall revise the cost proposal forms and submit adjusted proposed costs that shall reflect any alternative programs which will be included in the scope. These “adjusted proposed costs” will be included in the executed Agreement. The County may request additional detailed cost and operating assumptions to fully understand the adjusted cost proposal and verify its reasonableness.

5.7.1 Base Cost Proposal

The Proposer shall be required to submit a complete set of cost forms for the Base Cost Proposal. When Proposers complete the Base Cost Proposal for the core programs (Forms provided as Attachment 7), proposals shall be made based on the following assumptions:

1. All collection services and transfer station management described in the Agreement shall be included in the scope.
2. The provision of the collection services and transfer station management shall be governed by the terms and conditions of the Agreement.
3. New services shall commence December 1, 2024.
4. For the purposes of preparing the cost proposal, please specify the processing fee to be charged for recyclables materials. Please breakout the processing fee to reflect transportation costs/ton and the actual tipping fee or rebate charged at the processing facility.
5. For the purposes of preparing the cost proposal, the number of accounts and container lifts to be serviced by the Contractor shall be as specified on the designated Cost Proposal Form. The account data provided on the cost forms is actual 2022 data.
6. For the purpose of preparing the cost proposal, the tonnage collected by the Contractor shall be that specified on the designated Cost Proposal Form.
7. Proposers shall propose annualized costs associated with implementation of the new collection services. The Proposer shall estimate one-time implementation costs, annualize the costs over ten (10) years, and present the annualized costs. The annualized implementation costs shall assume full implementation of new services on December 1, 2024. These implementation costs shall be allocated on the designated Cost Proposal Forms.

5.7.2 Alternative Cost Proposals

Proposer may present, at its option, alternative cost proposals. If the Proposer prepares an alternative cost proposal, they are still required to submit a Base Cost Proposal. These alternative proposals are proposals that are different than the base cost proposals. The alternative cost proposals shall be based on the technical description provided by the Proposer pursuant to Section 3.8 of this document.

If a Proposer chooses to present an alternative proposal for a collection strategy other than that discussed in the RFP or Agreement, Proposer is required to submit an additional, complete set of the Cost Proposal Forms provided as Attachment 7, documenting an alternative cost proposal. Forms shall clearly indicate "Alternative Proposal for _____" on each page of the alternative cost proposal.

5.8 Other Proposal Forms

5.8.1 Proposer Code of Conduct

Each Proposer shall complete and submit the Proposer Code of Conduct Affidavit (Attachment 2). The Proposer Code of Conduct Affidavit shall be signed by the designated representative authorized to bind the proposing company and shall be submitted at the Pre-Proposal Meeting. Proposers may email a PDF version of the signed document to the email address provided in

Section 4.4.1 to meet the deadline and concurrently mail the original, signed Code of Conduct to the address provided in Section 4.4.4.

5.9 Additional Information

Additional information or data relevant to the proposal is optional and may be included by a Proposer as an attachment to the proposal.

SECTION 6 - PROPOSAL EVALUATION PROCESS

This section describes the proposed process for evaluating proposals and selecting the Contractor. Section 6.1 describes the evaluation process for the contract award recommendation to the County Commissioners. Section 6.2 presents the evaluation criteria. Note that the County reserves the right to modify this process in any way and at any time during the RFP and Contractor selection process.

6.1 Proposal Evaluation Process

6.1.1 Evaluation and Selection Process

A detailed evaluation of the proposals will be conducted, and the proposals will be ranked. A comparative description of the proposals and evaluation results will be prepared. The evaluation and recommendation will be presented to County of Commissioners. The County Commissioners will review the recommendation and approve that recommendation or form an alternative recommendation.

6.1.2 Evaluation Tasks

The following tasks will be completed as part of the evaluation process.

- Review of all proposals received for compliance.
- Analysis of financial capabilities of companies.
- Reference checks.
- Evaluation of reasonableness and competitiveness of cost proposals.
- Request for clarification information from the Proposer.
- Rating of proposals using a quantitative method based on the criteria presented in Section 6.2.
- Ranking of proposals using the established evaluation criteria.
- Preparation of a report including the comparative summary of proposals, the evaluation results, and rankings.

During the process, the Proposer will be required to attend any interviews, allow site visits, and give presentations to the County if requested and as applicable.

6.2 Evaluation Criteria

Proposals will be numerically scored and ranked using the criteria and weighting described in this section. The scores assigned will reflect the extent to which criteria are fulfilled relative to other proposals.

The evaluation criteria and maximum score that can be achieved for each criterion is presented in Table 6-1.

Table 6-1 Evaluation Criteria and Weighting

Evaluation Criteria	Weighting
Responsiveness to RFP	Pass/Fail
Company Experience	15%
Company Financial Ability	10%
Service Approach	25%
Cost Proposal	40%
References	10%
Number and Materiality of Suggested Changes to Agreement	Noted

The County reserves the right to act in the best interest of its residents and businesses, including the right to reject a proposal that is given the highest quantitative scoring in the evaluation process if the proposal is not in the best interest of residents and businesses.

The potential factors that may be considered when developing the score for each criterion are presented below.

6.2.1 Responsiveness (Pass/Fail)

Proposer must be fully compliant with the RFP and procurement procedures as demonstrated by submittal of all elements required by Sections 3 and 5 of this RFP; full completion of all cost proposal forms required in Section 5.6; compliance with process guidelines presented in Section 4; and adherence to the code of conduct signed by the Proposer.

6.2.2 Company Experience

1. Collection Experience. Demonstrated experience of company providing the requested or similar services to other jurisdictions. If the Proposer is a joint venture, demonstrated experience of parties working together.
2. Service Initiation Experience. Demonstrated experience of company's ability to implement new collection services and new franchise agreements and obligations that are like the County services in comparable sized communities.
3. Management and Customer Service Systems. Demonstrated capabilities of the company's existing management and customer service systems' abilities to track and monitor contract compliance, quality of collection service, and call center responsiveness and to report data required (see Article 8 of the Agreement). In the event the company proposes use of a new or modified system, the extent to which such system has the potential to meet the County's needs and contract requirements will be evaluated.
4. Key Personnel Qualifications. Extent and relevance of the qualifications and experience of key personnel proposed for the transition team and on-going management of the County's collection operations.

5. Past Performance Record. Review of company's history with litigation and regulatory action (including, by way of example, but not limited to nature of past and pending civil, legal, regulatory, and criminal actions; history and nature of payments of liquidated damages); regulatory compliance related to equipment and facilities including compliance with land use permits, storm water discharge permits, state highway requirements, etc.).

6.2.3 Company Financial Ability

1. Financial Stability. Financial strength and ability of company to acquire equipment and provide financial assurance of performance based on review of its audited financial statements and its proposed financing plan and the relationship of the County's Agreement to the company's total annual revenues.

6.2.4 Service Approach

1. Collection Approach. Reasonableness and reliability of the proposed collection methods (including, by way of example, but not limited to technology, equipment, and containers); reasonableness of productivity and operating assumptions including, by way of example, but not limited to number of routes, route drivers, route hours, stops per route, and other operating statistics), if applicable; and reasonableness of assumptions.
2. Transfer Station Management. Plan for Transfer Station management as required by the County.
3. Collection Facilities. Plan for providing the facilities needed for equipment storage and parking, maintenance, and administration. Level of assurance provided, if any, about site acquisition and timely development of necessary facilities if not proposing an existing, operational and permitted facility.
4. Public Education and Promotion Program. Compatibility of the proposed education program, staffing level, and program ideas with the needs of the County and the requirements of Article 5.10 of the Agreement; and, the quality of public education samples relative to other Proposers.
6. Employee Retention Plan. Whether or not Proposer intends to offer an employee retention plan to maintain employment of current Contractor's employees providing service to Storey County.
7. Implementation Plan. Reasonableness of implementation schedule and ability to meet deadlines (including, by way of example, but not limited to reasonableness of any equipment procurement schedules, implementation staffing levels, public education program, container/cart distribution, new corporation or maintenance yard development, contingency plans, etc.).
8. Capacity. Reasonableness and reliability of the proposed facilities for transfer, disposal and/or processing of solid waste and recyclable materials, including documentation of existing facility permitting/approvals and/or guarantee of sufficient capacity for tonnage from the County service area, and the reasonableness of proposed material transport plans.

9. Customer Service. Customer service approach, staffing levels, and County-specific training programs.
10. Billing System. Billing approach, and procedures for handling customer billing activities.

6.2.5 Cost Proposal

1. Reasonableness of Cost Proposals. Logical relationship between proposed costs and operational assumptions for the base cost proposal.
2. Competitiveness of Cost Proposals. Cost competitiveness relative to other proposals.

6.2.6 References

1. Jurisdiction Satisfaction. Satisfaction of company's references with the services received in the past 10 years (including, but not limited to, implementation, customer service, call center, billing, payment of fees, reporting, and the handling of contractual issues).

6.2.6 Number and Materiality of Suggested Changes to Agreement

The number, nature and materiality of suggested changes to the Agreement will be considered in evaluating proposals.

6.2.7 Alternative Technical Proposals

The County is not obligated to evaluate or select alternative proposals. Alternative proposals will be considered by the County if the County concludes, in its sole discretion, that the alternative proposals warrant evaluation and analysis. Such evaluation will consider the reasonableness and reliability of proposed collection methods, technology, equipment, and containers; and the reasonableness of productivity and operating assumptions (including, by way of example, but not limited to number of routes, route drivers, route hours, stops per route, and other operating statistics).

At the County's option, the reasonableness and competitiveness of one or more alternative proposal(s) may be evaluated.

Attachment 1: Draft Franchise Agreement for Collection Services
(Provided as separate document.)

Attachment 2: Proposer Code of Conduct

PROPOSER CODE OF CONDUCT

Storey County is planning to request and receive proposals for Franchise Collection Services within the jurisdiction of Storey County.

Storey County has a desire to maintain a process free from any undue influence and the appearance of impropriety. The County prepared this "Proposer Code of Conduct".

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

The Proposer Code of Conduct is presented below:

1. Ex Parte Communications Prohibited

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

2. Gift and Compensation Prohibited

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

3. Collusive Activities Prohibited

From DATE, until the execution of the Agreement with the selected Proposer, collusive activities among Potential Proposers are expressly forbidden and will likely result in immediate disqualification from the Collector Selection Process. If two or more Potential Proposers are developing a joint proposal, the Potential Proposers must notify Sloan Vazquez McAfee using the email provided in Section 4.4.1 no later than thirty (30) days prior to the deadline for submission of proposals. This notification will be kept confidential until after submission of all technical and cost proposals.

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

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

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

4. Submission of Code of Conduct

The signed, notarized Code of Conduct must be submitted as described in Section 4.3.1. Proposer Code of Conduct.

I declare under penalty of perjury of the laws of the State of Nevada that the foregoing is true and correct and that this Code of Conduct was executed on this _____ day of _____, 2023 at _____.

SIGNED BY: _____

TITLE: _____

Subscribed and sworn to before me on this _____ day of _____, 2023 at _____.

Notary Public My Commission expires:

Attachment 3: List of County Facilities and Storey Community Events

List of County Facilities and Public Receptacle Locations

Storey County facilities that will be served at no-charge:

- Storey County Courthouse, VC, B Street
- Piper's Opera House B Street
- B Street trash barrels at the above.
- Storey County Public Works and Community Development, Toll Rd.
- Storey County Ice House, Toll Road.
- Storey County Justice Center, Truck Route 341
- Storey County Justice of Peace and IT - South C Street
- Storey County Fairgrounds, F Street.
- Storey County Dispatch, E Street.
- Storey County Finance, B Street
- Storey County Freight Depot VC, E Street
- Storey County Freight Depot Gold Hill, Main Street
- Virginia City Tourism Center, C Street
- Storey County Sheriff and DA offices, C Street
- Storey County Fire District VC, C. Street
- Storey County Senior Center VC, E Street
- Storey County Miner's Park, E Street
- Community Chest, South C and E Street
- Storey County Fire Station VCH, Highlands Cartwright
- Storey County Fire Station LW, Canyon Way, Lockwood
- Storey County Fire Station TRI, Peru Drive
- Storey County Government Complex TRI, Peru Drive
- Storey County Mark Twain Community Center, Sam Clemens, Mark Twain
- Storey County Cemetery, Carson Street, Virginia City
- C Street trash barrels used by the public on boardwalk.
- Storey County School District
 - Hugh Gallagher Elementary VC, D Street
 - Virginia City Middle School VC, D Street
 - Virginia City High School VC, R Street
 - Hillside Elementary School, Lockwood, Peri Ranch Road

**Storey County Community Events requiring Trash Service
(Article 5.9.F Special Event Collection Service)**

- Oyster Fry/St Patrick's Day
- Chili Cookoff
- Grand Prix
- Street Vibrations Spring
- 4th of July
- Hot August Nights
- Camel Races
- Street Vibrations Fall

Attachment 4: Demographic Summary

The information presented below is for information purposes only. Each proposer should take whatever steps it believes are necessary to determine the actual service requirements of Storey County and understand service conditions in Storey County when preparing a proposal.

Storey County

Storey County is located in the state of Nevada and is one of the fastest-growing economies in the state. In 2018, over 18,000 people were employed in the county. Technology, manufacturing and logistics are the main sectors. In 2010, manufacturing jobs were less than 500, increasing to over 11,000 by 2019, many of them making battery storage. Logistics jobs increased from 1,300 to 4,000 in the same period. In 2014, 5,000 people were working in the county, increasing to over 18,000 by 2018, mostly in the Tahoe Reno Industrial Center. The Tesla Gigafactory 1 has been constructed there.

According to the U.S. Census Bureau, the county has a total area of 264 square miles (680 km²), of which 263 square miles (680 km²) are land and 0.7 sq mi (1.8 km²) (0.3%) is covered by water. Its county seat is Virginia City.

According to the United States Census, population and housing estimates for the County are as follows:

Population and Housing Data¹

Population	4,010 ²
Housing Units	1,990
Occupied Housing Units	1,742
Vacant Housing Units	248
Persons Per Household	2.30

The data is intended only to provide a broad overview. The County asserts no claim as to its accuracy.

¹ Source: US Census Bureau Profile of General Population and Housing Characteristics: 2010

² US Census 2020 estimate is 4,104

Attachment 5: Service Data

The County has obtained from the current Authorized Collector the following data regarding Service. The County neither warrants nor accepts responsibility for the accuracy of the information.

Current Residential Curbside Customers: 1501

2022 Annual Tonnage/Yardage

Type	Solid Waste	Recycling
Residential Transfer Station/Landfill Usage	828 yards	2772.8 yards
Commercial	128718.8 tons	3,4001 tons
Roll-Off		

Current Commercial Cart/Bin/Compactor Solid Waste Service:

MSW Containers		CART / BIN / BOX Frequency								Compactor
Unit of Measurement	Container Size	On call	1	2	3	4	5	6	7	On call
Gallon	32		2			1		5		
Gallon	64		3							
Gallon	96	1	32	4	1	1		5		
Yard	2	1	12							
Yard	3		11							
Yard	4	3	27	4	4	1				
Yard	6		26	5						
Yard RO	14	7	2							
Yard RO	20	11	2				1			1
Yard RO	25									1
Yard RO	30	42	6	4	1				1	2
Yard RO	40	4	1							3
Yard RO	60	1								
Grand Total		70	124	17	6	3	1	10	1	7

Attachment 5 (Cont.): Service Data

Recycle / C&D Containers		CART / BIN / BOX Frequency								COMP
Unit of Measurement	Container Size	On call	1	2	3	4	5	6	7	3
Gallon	32									
Gallon	64									
Gallon	96									
Yard	2									
Yard	3									
Yard	4		2							
Yard	6		2							
Yard	8	1	1							
Yard RO	14	2								
Yard RO	20	2								
Yard RO	25									
Yard RO	30	6	1							
Yard RO	40	3								1
Yard RO	60									
Grand Total		14	6	0	0	0	0	0	0	1

Attachment 6: Current Rates

Standard Services	Rate Effective 12/01/2022	Quarterly Rate
Cart Rates		
1 32 Gal. Cart	\$18.39	\$55.17
2 32 Gal. Carts	\$23.87	\$71.61
1 can Plus cubic yard	\$26.55	\$79.65
1 64 Gal. Cart - No cubic yard	\$27.30	\$81.90
1 96 Gal. Cart plus cubic yard	\$30.34	\$91.02
1 64 Gal. Cart plus cubic yard	\$27.30	\$81.90
1 64 Gal. Senior Cart - no cubic yard	\$20.47	\$61.41
32- Gal. Low income Senior - no cubic yard	\$13.80	\$41.40
Special yard Service for disabled	\$0.00	\$0.00
Special yard Service	\$14.02	\$42.06
Bear Container Services		
Bear shed service (in addition to base service)	\$14.02	\$42.06
Bear cart service (customer owned)	\$0.00	\$0.00
Bear cart service (WM provided cart in addition to base service)	\$8.69	\$26.07
Additional Containers		
Additional Can	\$5.13	\$15.39
Additional 96 Gal. Cart	\$9.85	\$29.55
Residential bin service (included initial delivery & pick up)		
4 yard container	\$141.84	
6 yard container	\$164.36	
Residential roll off service (included initial delivery & pick up)		
14 yard open top container	\$313.56	
20 yard open top container	\$338.97	
30 yard open top container	\$459.64	
closed top containers are an additional	\$33.78	
Ancillary Rates		
Hard to service-less than 40 feet from roadway	\$18.49	\$55.47
Hard to service-less than 40 to 80 feet from roadway	\$32.14	\$96.42
Hard to service-greater than 80 feet from roadway	\$43.39	\$130.17
Bear cart replacement due to customer damage or negligence	\$301.22	
Excess above service level per item (weight limit 15lbs)	\$10.13	
Cart switch out fee	\$63.85	
Cart replacement fee as a result of customer damage	\$106.02	
NSF Charge	\$44.93	
Activation/Reactivation/all services	\$60.84	
Late Fee	2.5% or \$15.00 minimum	
Cart Replacement Fee (due to customer damage)	\$111.40	

Standard Services: Additional Bins are same rate as first bin	Rate Effective 12/01/2022
1 Yard - 1 x Week	\$131.34
1 Yard - 2 x Week	\$262.66
1 Yard - 3 x Week	\$393.97
1 Yard - 4 x Week	\$525.32
1 Yard - 5 x Week	\$656.64
1 Yard - 6 x Week	\$787.97
2 Yard - 1 x Week	\$182.39
2 Yard - 2 x Week	\$364.80
2 Yard - 3 x Week	\$547.17
2 Yard - 4 x Week	\$729.55
2 Yard - 5 x Week	\$911.95
2 Yard - 6 x Week	\$1,094.36
3 Yard - 1 x Week	\$216.21
3 Yard - 2 x Week	\$432.40
3 Yard - 3 x Week	\$648.59
3 Yard - 4 x Week	\$864.83
3 Yard - 5 x Week	\$1,081.04
3 Yard - 6 x Week	\$1,297.23
4 Yard - 1 x Week	\$256.74
4 Yard - 2 x Week	\$513.47
4 Yard - 3 x Week	\$770.23
4 Yard - 4 x Week	\$1,026.95
4 Yard - 5 x Week	\$1,283.70
4 Yard - 6 x Week	\$1,550.80
6 Yard - 1 x Week	\$425.67
6 Yard - 2 x Week	\$851.35
6 Yard - 3 x Week	\$1,277.01
6 Yard - 4 x Week	\$1,702.67
6 Yard - 5 x Week	\$2,128.36
6 Yard - 6 x Week	\$2,560.09
8 Yard - 1 x Week	\$497.45
8 Yard - 2 x Week	\$994.89
8 Yard - 3 x Week	\$1,492.34
8 Yard - 4 x Week	\$1,989.79
8 Yard - 5 x Week	\$2,487.24
8 Yard - 6 x Week	\$2,984.68

Commercial Recycling	Rate Effective 12/01/2022
4 Yard - 1 x Week (monthly rate)	\$233.63
6 Yard - 1 x Week (monthly rate)	\$387.35
8 Yard - 1 x Week (monthly rate)	\$452.67

Other Services	Rate Effective 12/01/2022
4 Yard Special - One time (Base Rate)	\$104.11
6 Yard Special - One time (Base Rate)	\$163.58
Overloaded bins per incident, per yard	\$43.06
Overloaded carts per incident, per bag	\$17.22
Vertical compactor per yard (2, 2.5, 3, 4 yard only)	\$43.06
Lock fee (one time charge for initial installation of lock	\$143.53
Lock/enclosure fee (each service, per bin)	\$2.30
Extra pick-up per yard while at customer location	\$14.36
Recycling contamination per incident	\$109.08

Commercial Can Service: Additional Cans are same rate as first can	Rate Effective 12/01/2022
1 - 96 Gal Cart	\$40.87
1 - 32 Gal Can - 1 x Week	\$10.98
1 - 32 Gal Can - 2 x Week	\$20.65
1 - 32 Gal Can - 3 x Week	\$34.32
1 - 32 Gal Can - 4 x Week	\$48.12
1 - 32 Gal Can - 5 x Week	\$61.83
1 - 32 Gal Can - 6 x Week	\$75.54
2 - 32 Gal Can - 1 x Week	\$20.65
2 - 32 Gal Can - 2 x Week	\$47.99
2 - 32 Gal Can - 3 x Week	\$75.55
2 - 32 Gal Can - 4 x Week	\$102.93
2 - 32 Gal Can - 5 x Week	\$130.36
2 - 32 Gal Can - 6 x Week	\$157.77
3 - 32 Gal Can - 1 x Week	\$34.32
3 - 32 Gal Can - 2 x Week	\$75.32
3 - 32 Gal Can - 3 x Week	\$116.63
3 - 32 Gal Can - 4 x Week	\$157.73
3 - 32 Gal Can - 5 x Week	\$198.85
3 - 32 Gal Can - 6 x Week	\$239.95
4 - 32 Gal Can - 1 x Week	\$47.64
4 - 32 Gal Can - 2 x Week	\$102.68
4 - 32 Gal Can - 3 x Week	\$157.74
4 - 32 Gal Can - 4 x Week	\$212.55
4 - 32 Gal Can - 5 x Week	\$267.36
4 - 32 Gal Can - 6 x Week	\$322.18
5 - 32 Gal Can - 1 x Week	\$61.65
5 - 32 Gal Can - 2 x Week	\$130.02
5 - 32 Gal Can - 3 x Week	\$198.85
5 - 32 Gal Can - 4 x Week	\$267.35
5 - 32 Gal Can - 5 x Week	\$335.85
5 - 32 Gal Can - 6 x Week	\$404.39
6 - 32 Gal Can - 1 x Week	\$75.32
6 - 32 Gal Can - 2 x Week	\$157.34
6 - 32 Gal Can - 3 x Week	\$239.96
6 - 32 Gal Can - 4 x Week	\$322.17
6 - 32 Gal Can - 5 x Week	\$404.39
6 - 32 Gal Can - 6 x Week	\$486.62

Commercial Ancillary Services	Rate Effective 12/01/2022
NSF Charge	\$44.93
Activation/Reactivation/all services	\$60.84
Late Fee	2.5% or \$15.00 Min.
Cart Replacement Fee (due to customer damage)	\$111.40
Container clean/exchange	\$172.23

Drop Box Services: MSW & C&D	Rate Effective 12/01/2022
14 yard (Includes Disposal)	\$209.73
20 yard (Includes Disposal)	\$299.14
30 yard (Includes Disposal)	\$466.55
40 yard (Includes Disposal)	\$592.90
50 yard (Includes Disposal)	\$740.83
Rental per week charged daily after 7 calendar days if no load(s) - (Daily rate is the weekly rate divided by 7)	\$47.70
Delivery Fee	\$113.71

Compactors: MSW	Rate Effective 12/01/2022
10 yard (Includes Disposal)	\$275.81
20 yard (Includes Disposal)	\$726.72
25 yard (Includes Disposal)	\$984.45
30 yard (Includes Disposal)	\$1,224.67
Other Size Compactors (not listed above) Per Yard	\$30.57

Roll Off Recycling	Rate Effective 12/01/2022
14 yard roll off per haul	\$186.55
20 yard roll off per haul	\$266.06
30 yard roll off per haul	\$414.97
40 yard roll off per haul	\$527.35
50 yard roll off per haul	\$658.92
10 yard compactor per haul	\$295.33
20 yard compactor per haul	\$615.82
25 yard compactor per haul	\$658.92
30 yard compactor per haul	\$810.52
Other Size Compactors (not listed above) Per Yard	\$30.57

Roll Off Ancillary Services	Rate Effective 12/01/2022
NSF Charge	\$44.93
Activation/Reactivation/all services	\$60.84
Late Fee	2.5% or \$15.00 Min.
Container clean/exchange	\$172.23
Container relocation at customer request	\$143.53
Dig out fee (material gets stuck in container)	\$97.59

Transfer Station Fees - Virginia City Transfer Station

Standard Services	Rate Effective 12/01/2022
Minimum Charge	\$7.80
32-50 Gal Can each	\$2.29
50-64 Gal Can each	\$3.35
Passenger Tires each	\$6.06
Truck Tires each	\$9.33
Trash/Garbage per cubic yard	\$7.80
Demolition per cubic yard	\$17.56
Bulky per cubic yard	\$13.43
Freon Removal each	\$36.13
Recycling drop off of acceptable items*	\$0.00

* Clean cardboard, Plastics 1 & 2, paper, batteries, used motor oil and antifreeze. E-waste will be accepted provided a vendor is available to service it

Attachment 7: Cost Proposal Forms

Cost proposal forms are provided as a separate Excel Spreadsheet to all companies that RSVP for the pre-proposal meeting.

Attachment 8: Storey County Map

