

REQUEST FOR PROPOSAL

For

Disposal (Reclamation, Recycling, Incineration),
Transportation, & Technical Assistance for
Hazardous Materials



Issue date: May 4, 2020

Optional Zoom Meeting: May 12, 2020 @1:00pm

Proposals due: May 29, 2020 @ 1:00pm

I. OVERVIEW

Cedar Rapids Linn County Solid Waste Agency (Agency) is issuing a Request for Proposal (RFP) for the ongoing disposal services of hazardous materials which may include reclamation, recycling, or incineration. Also, the Agency is looking for continued transportation and technical assistance for those hazardous materials. These materials are generated by residential households and Very Small Quantity Generators (VSQG's) in Linn County & surrounding counties that are serviced by the Agency. Proposals shall include disposal services (reclamation, recycling, incineration), transportation, and technical assistance for the hazardous material waste streams collected by the Agency.

II. BACKGROUND

Created in 1994, the Agency is responsible for integrated solid waste management in Linn County, Iowa. The Agency owns and operates two sites that include a resource recovery facility, a hazardous material collection facility, a compost facility, an active landfill, and a closed landfill that is being redeveloped for co-use as a recreational facility.

III. SCOPE OF SERVICES

The Agency is soliciting proposals to secure the services of one qualified contractor to provide ongoing proper disposal service (reclamation, recycling, incineration), transportation, and technical assistance for all hazardous materials collected at the Resource Recovery Building (RRB). The facility is located at 1954 County Home Road Marion, IA 52302. The RRB is owned and operated by the Agency. All proposers are required to designate the materials they are willing and qualified to accept on the **Cost Proposal Form**, included in this RFP.

IV. PROGRAM GOALS

The primary goals of the Agency's hazardous materials program:

- a. Reduce the amount of hazardous material being landfilled
- b. Provide hazardous material management to Linn County residents, VSQG's and other counties serviced by the Agency
- c. Secure hazardous material management services that meet or exceed all regulatory requirements and are environmentally responsible, safe, and economically feasible.

V. PROJECT PARTICIPANT

The Cedar Rapids Linn County Solid Waste Agency is an intergovernmental agency overseen by a board of directors. The Agency currently provides waste management, recycling, hazardous materials management, and composting services. The Agency serves all Linn County communities and their residents. Public satellite facilities in Benton, Jones, Tama, Iowa, Jefferson, Keokuk, and Washington counties collect residential household hazardous materials in their respective counties and deliver the materials to the Agency. Also, eligible VSQG's from those counties are able to utilize the Agency's hazardous materials program.

VI. GENERAL PROCUREMENT INFORMATION

Schedule of Requirements	Target Date(s) / Times
Issue RFP	May 4, 2020
Optional Zoom Meeting	May 12, 2020 at 1:00pm
E-mail Questions Regarding RFP	May 22, 2020 at 1:00pm
Proposals Due (Agency Main Office)	May 29, 2020 at 1:00pm
Interviews/Site Visits by Agency Staff/RFP Review	June 1-June 19, 2020
Contractor Selected	June 23, 2020 (Board Meeting)
Contract Start Date	July 1, 2020

Length of Contract

The initial term of the contract shall be for three (3) years: July 1, 2020-June 30, 2023. The Agency may extend the contract for an additional two (2) years starting July 1, 2023-June 30, 2025 under conditions mutually agreed upon in writing by the Agency and contractor within thirty (30) days of the expiration date of the existing contract. The terms of the original contract shall remain in effect during the renewal term except for any modifications or amendments agreed upon by both the Agency and the contractor.

Subcontractors

The selected contractor is permitted to include subcontractors within its proposal. If one or more subcontractors are to be used, the subcontractors must be identified in the proposal when it is submitted to the Agency. By submitting a proposal, the proposer warrants that all parties of the contract have received a copy of the RFP and that the proposal is acceptable by those parties. The selected contractor is responsible for its subcontractors. Any change in subcontractors after the proposal submission date must be approved by the Agency.

Addenda to the RFP

The Agency reserves the right to amend or clarify this RFP by addenda. Addenda may be issued at any time prior to the due date of the proposals. All addenda issued to this RFP shall become part of the RFP document. The addenda will be posted on the Agency website. The Agency will notify proposers by e-mail and by posting on the Agency website if the due date of the proposals will be changed for any reason.

Selection of Contractor

Section XII, Evaluation of Proposals, describes the procedures for evaluating proposals and selecting a contractor. The Agency reserves the right to reject any or all proposals.

Inspections

All facilities, equipment, and proposed services are subject to inspection, approval, and acceptance by the Agency. These inspections can occur during the procurement process for all proposers and during the term of the contract with the selected contractor. The Agency will give reasonable notice of such inspections. Proposers or the selected contractor will not be responsible for the Agency's inspection costs.

Cost of Proposal Preparation and Negotiations

Proposers shall participate in this procurement and negotiation process by preparing the required materials, submittals, and any additional materials at their own expense. Proposers must understand that there may be no claims whatsoever for reimbursement from the Agency, the Agency's members or Agency's advisors for expenses or damages that may be associated with this process. The Agency accepts no liability for costs and expenses incurred by the proposer in connection with this RFP, subsequent interviews, negotiations and contract execution. The Agency reserves the right to terminate the proceedings at any time.

Proposers may attend an optional Zoom meeting on May 12, 2020 at 1:00pm to discuss the RFP. Meeting information will be posted at solidwasteagency.org.

Disposition of Proposals

Proposals will not be returned and will be retained by the Agency. The Agency will arrange for the disposal of all proposals.

Project Contact

Questions regarding this RFP should be emailed to **Shawn Obert- sobert@solidwasteagency.org**; no later than 1:00pm on May 22, 2020. Questions and responses will be posted on the Agency website and e-mailed out to all proposers.

Proposal Confidentiality

All proposals will be kept confidential until the contract is awarded.

VII. BACKGROUND AND OPERATIONAL PROCEDURES

Operational Procedures

The Agency's hazardous material collection program operates as follows: April 1-Nov. 30, Monday-Friday from 7:00am-4:00pm and Saturdays from 8:00am-2:00pm. Winter operating hours, Monday-Friday from 7:00am-4:00pm and Saturdays from 8:00am-12:00pm.

i. Households

Vehicles are unloaded by trained staff in the drive-thru area of the RRB. Carts are utilized to transfer hazardous materials from residential vehicles to the hazardous materials area.

In general, the following tasks take place in the hazardous materials area in the RRB which is located at 1954 County Home Road Marion, IA.

- Identify and sort hazardous materials into specific U.S. Department of Transportation hazard classes and placed in designated areas for the eventual lab packing, loose packing or bulking of these materials.
- Flammable liquids, combustible liquids, and stains are sorted and then bulked into fifty-five (55) gallon drums
- Flammable paints, combustible paints, and other paint related items are sorted and placed into a corrugated box as a loose pack

- Various aerosols are placed into a corrugated box as a loose pack
- Unknown hazardous materials are pH tested and determined to be a corrosive acid, corrosive base, or an unknown liquid or solid. An unknown liquid or solid is loose packed into the toxic(flammable) 6.1(3) liquid drum or the toxic solid 6.1 drum
- All other hazardous materials are lab or loose packed into steel or poly drums
- Containers are labeled and stored and eventually shipped by semi-trailer to a Transportation, Storage, Disposal, Facility (TSDF).

ii. Very Small Quantity Generators (VSQG's)

The Agency accepts eligible VSQG hazardous materials. Commercial business wanting to dispose of hazardous materials starts the process with being put in contact with the hazardous materials manager. The hazardous materials manager provides the business with a VSQG business packet of information. The business packet consists of an informational and contact page, certification and registration form, VSQG shipping paper (inventory sheet), and a pricing structure. The business must fill out and send back the certification and registration form and the VSQG shipping paper. Once the hazardous materials manager receives, reviews, and processes the paperwork to ensure all materials and weights of the material(s) are eligible for acceptance. After this process, the hazardous materials manager contacts the business and sets up an appointment time for the materials to be dropped off at the Agency. When the material is dropped off, it's weighed and charged according to the pre-established pricing structure. The VSQG material is then comingled with the residential material, thus, the same process is used to identify, sort, package, and ship the VSQG material as the residential material. This process was stated previously under section VII (i) of this document.

iii. Examples of Hazardous Materials Accepted at Agency

Automotive & various oil lubricants containing petroleum distillates or hydrocarbons, fuel additives, gasoline, degreasers, flammable and oil based paints, solvents, lacquers, thinners, flammable or combustible paint related items, flammable or combustible glues, tars, and resins, various flammable and toxic aerosols, flammable solids, mothballs, spontaneously combustible, dangerous when wet, zinc phosphide, oxidizers, oxidizer corrosives, organic peroxides, liquid and solid poisons containing herbicides and pesticides, mercury & items containing mercury, acidic and basic household cleaners, acids, and bases.

THE FOLLOWING QUANTITIES ARE INTENDED TO PROVIDE PROPOSERS WITH THE AMOUNT OF MATERIAL COLLECTED IN RECENT YEARS AND DO NOT NECESSARILY REFLECT AMOUNTS THAT WILL BE COLLECTED IN FUTURE YEARS.

2017-2019 Categories of Hazardous Materials Shipped	2017	2018	2019	Total Pounds *Net	Total Tons *Net
Aerosols (Comingled)	12,906	14,312	16,601	43,819	21.91
Bulk Flammable Liquids (less than 4" sludge in 55 gallon drum)	27,527	29,493	30,379	87,399	43.70
Bulk Flammable Liquids (less than 12" sludge in 55 gal. drum)	11,760	11,938	12,563	36,261	18.13
Oil Based & Paint Related Materials	54,265	47,201	39,008	140,474	70.24
Flammable Solids	17	8	194	219	0.11
Spontaneously Combustible	0	0	0	0	0.00
Dangerous When Wet	274	215	254	743	0.37
Organic Peroxides	0	20	11	31	0.02
Oxidizers	651	532	390	1,573	0.79
Poisons	15,754	18,244	19,549	53,547	26.77
Corrosives	11,974	11,162	11,479	34,615	17.31
Yearly Totals in Pounds	135,128	133,125	130,428		
Yearly Totals in Tons	67.56	66.56	65.21		
3 Year Totals					
3 Year Total in Pounds	398,681				
3 Year Total in Tons	199.341				
3 Year Averages					
3 Year Average in Pounds	132,894				
3 Year Average in Tons	66.45				

VIII. DESCRIPTION OF SERVICES REQUESTED

This section sets forth the minimum requirements of the proposed services along with other requirements the proposer must satisfy in responding to this RFP. It is intended to set forth guidelines for proposers to follow in preparing their submissions and to create parameters to be used in comparing proposals. Proposers are expected to provide all necessary information concerning services in their proposals. Failure to provide any of the requested information in the format requested may be considered a basis for rejection of the proposal. **Proposers must complete & submit the following: Form of Proposal, Cost Proposal Form, & Draft Agreement (with any comments or changes) as well as Supplements A-D as described on p. 12.**

The principal components of the services required are addressed in the following:

COMPLIANCE WITH APPLICABLE LAWS AND REQUIREMENTS

Proposers must comply with all applicable federal, state and local laws, regulations, and requirements related to preparing their proposal. During the term of the agreement all contractors will comply with all applicable federal, state, and local regulations. This includes, but is not limited to, the requirements of Occupational Safety and Health Administration, U.S. Department of Transportation, U.S. Environmental Protection Agency and Iowa Department of Natural Resources. Proposer shall advise Agency of any known regulatory investigation, enforcement action, or claim against the Proposer or any facility to be used in fulfillment of any agreement within the past two (2) years and explain how that matter has been resolved. This information must be submitted as **Supplement C**.

INSURANCE REQUIREMENTS

The Proposers shall provide Certificates of Insurance to the Agency for themselves and their subcontractors. This information must be submitted as **Supplement D**. The selected contractor shall maintain the following insurance for the term of the contract.

i. Liability Insurance

Contractor and their subcontractors shall maintain Business Auto Liability (including owned, non-owned and hired vehicles). Limits shall be not less than \$1,000,000 combined single limit or the equivalent. The vehicles used to transport hazardous materials shall maintain liability coverage including an MCS-90 endorsement for hazardous materials transport with limits of \$5,000,000. The contractor and their subcontractors shall also maintain Comprehensive or Commercial General Liability with limits not less than \$1,000,000 combined single limit or the equivalent. General Liability shall include Products and Completed Operations and Contractual Liability. The contractor and their subcontractors shall also maintain Environmental Impairment Liability for sudden accidental occurrence with limits of \$3,000,000 per incidence and \$6,000,000 aggregate as applicable, and an MCS-90 endorsement for hazardous materials transport of \$5,000,000.

- a. The policy shall be standard form policy provided for by a carrier approved by the State of Iowa and shall not contain any exclusions that will restrict coverage on any operations performed by the contractor or any subcontractors thereof.
- b. The policy shall fully provide insurance to cover all of the contractor operating exposures and any other liability related to operating and maintaining any collection, transfer, and disposal, recycling, or reclamation service.

- c. Approval of the insurance by the Agency shall not in any way relieve or decrease the liability of the contractor. The Agency does not represent that the above-specified insurance or limits of liability are enough or adequate to protect the contractor interest or liabilities.
- d. The Agency, its individual members, and their respective officials, departments, employees and agents shall be named as additional insureds in the policies needed for work as specified in this RFP. Policies may not be terminated or changed by the insurer upon 30 days written notice to Agency.

ii. Workers' Compensation Insurance

The contractor shall, at all times, keep fully insured, at its own expense, all persons employed by it in connection with the performance of any contract entered into pursuant to this RFP as required by the laws of the State of Iowa relating to Workers' Compensation/Employers Liability Insurance and shall hold the Agency, its individual members and their respective officials, departments, employees and agents free and harmless, defend and indemnify such parties against all liability from any cause that may arise by reason of injuries to any employee of the contractor, its agents or subcontractors who may be injured while performing work or labor necessary to carry out the provisions of any such contract. Proposers shall provide the Agency with certificate of worker's compensation, including employers' liability not less than \$500,000.

iii. Property Insurance

All responsibility for maintaining property insurance on any premises or structures owned or operated by the contractor remains solely with the contractor who may, at its option, insure against any other perils. Such responsibility shall remain with the contractor until such time as any contract is terminated or expires.

iv. Indemnification

The contractor further agrees to take all precautions to protect the public against injury and to hold the Agency, its individual members and their respective officials, departments, employees and agents harmless from all damages and claims of damages to persons or property, including damages or claims of damages that may arise by reason of any act or omission of the contractor, its agents, or employees while engaged in the performance of any contract entered into pursuant to this RFP and will indemnify the Agency, the individual member municipalities and their respective officials, departments, employees and agents against all claims, liens, expenses, and claims for liens, for work, tools, machinery, materials, or insurance premiums or equipment or supplies and against all loss by reason of the failure of the contractor in any respect to fully perform all tasks described in any such contract. Contractor shall purchase and maintain at Proposer's expense, the previously mentioned types of insurance covering the contractor, its employees and agents. The Agency, individual members and their respective officials, departments, employees, and agents shall be named as an ADDITIONAL INSURED. Notice of any material change or policy cancellation shall be provided 30 days prior to the change. Contractor shall provide the Agency with a certificate or certificates of insurance prior to execution of contracts, showing that all insurance requirements have been satisfied.

IX. PROPOSED SCOPE OF SERVICES

The scope of work for each contract developed pursuant to this RFP may include the following provisions and any other provisions agreed to during the contract negotiation process. Some of these elements may not apply depending on the dollar amount of the contract and the types of materials managed under the contract. Such exclusions will be addressed in final contract documents with the selected contractor.

ON-GOING TECHNICAL ASSISTANCE

The selected contractor will be required to provide technical assistance to Agency staff during the term of the contract. The contractor will provide technical assistance through e-mail or phone correspondence. The technical assistance may include but is not limited to: material determination, storage of material, packing of material, labeling, transportation, final disposition questions, explanation of federal and state of Iowa laws, rules concerning hazardous materials, emergency procedures, use of special equipment, and proper record keeping. The selected contractor will also assist Agency staff with obtaining approved hazardous materials profiles for the proper shipping of any hazardous material. The contractor must notify and receive approval from the Agency prior to assessing any additional charges should new procedures determine the packing of certain hazardous materials change from the original Cost Proposal Form.

SUPPLIES

The Agency may purchase all supplies necessary to properly pack and/or store materials from the contractor or may purchase supplies meeting contractor's specifications elsewhere. Such items may include labels, absorbent packing materials, shipping containers, etc. and are included on the Cost Proposal Form. Supplies purchased from the contractor are generally delivered in conjunction with a shipment of hazardous materials.

TRANSPORTATION

The dates in which the hazardous materials will be picked up will be agreed upon by the Agency staff and the contractor staff. For each shipment the contractor will complete and provide the Agency with a uniform hazardous materials manifest. The Agency will typically schedule a shipment with the contractor quarterly. The hazardous materials will be picked up from the Agency's Resource Recovery Building located at 1954 County Home Road Marion, Iowa 52302. Contractor must pick up no later than two (2) days of the agreed upon date. In certain circumstances the Agency may require the contractor to pick up on weekends or for special events that would be pre-determined by the Agency and the contractor. The Resource Recovery Building has a loading dock the contractor will be able to utilize for loading hazardous materials. The Agency will assist in loading the hazardous materials into contractor's trailer.

DISPOSITION

Contractor shall arrange for delivery to recycling, treatment, storage, and disposal facilities that are approved by the Agency. All materials shall receive final disposition within all applicable regulatory time frame or 18 months from the date that the materials were picked up from the Agency, whichever is shorter. Contractor shall provide Agency with written documentation acceptable to the Agency of such final disposition. A list of facilities that are proposed for use by the contractor must be approved by the Agency.

For material that would be fully regulated RCRA hazardous waste if it were not for the household waste or VSQG waste exemption, final disposition shall be at an appropriately authorized recycling or treatment, storage and

disposal facilities (TSDFs). No out-of-country exportation of hazardous materials will be accepted. Hazardous materials that are sent directly to TSDFs shall be transported using all required shipping papers, a copy of which shall be provided to the Agency. The Agency shall be considered the generator for manifesting purposes. Contractor shall ensure that the receiving facilities send signed manifest copies to the Agency within required processing times. Contractor shall follow up and resolve any exceptions. Contractor shall prepare in a timely way any required paperwork, records, and reports on behalf of Agency. Selected contractor shall allow the Agency to comingle household hazardous materials and VSQG hazardous materials. Contractor will ensure that the Agency and the hazardous materials picked up from the Agency's facility will remain exempt to the greatest extent possible.

Proposers should consider reclamation, reuse, or recycling options for hazardous materials picked up from the Agency when feasible. Proposers are highly encouraged to find permitted outlets for hazardous materials other than land disposal. Disposition of materials must abide by all federal, state, and local regulations and occur only in authorized facilities. Contractor is forbidden to dispose of Agency materials in underground liquid injection facilities. All PCB contaminated materials must be incinerated.

At all times during the term of the agreement the contractor shall operate their facilities, services, and equipment in accordance with all applicable federal, state, and local laws, rules, regulations, and requirements. Contractor should manage all materials picked up from the Agency in accordance with all applicable federal, state, and local laws, rules, regulations, and requirements. In the event Contractor receives notice of violation during the terms of any agreement hereunder, Contractor shall provide Agency with notice thereof within 24 hours.

REQUIREMENTS FOR FINAL DISPOSITION FACILITIES

All final disposition facilities shall have, at a minimum, Environmental Impairment Liability Insurance in the amount of \$3,000,000 per occurrence, \$6,000,000 aggregate, covering emissions, discharges, dispersals, disposal, releases, escapes or seepages of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, gases, waste materials, irritants, and contaminants that pollute the land, atmosphere or water.

At this time, no materials are permitted to leave the country.

The Agency reserves the right to remove any facility from the list of approved facilities. This could include an existing permitted TSDF. Categories of hazardous materials that were designated to go to a facility that has been removed from the approved list may be sent to any other facility the Agency has approved. If this occurs the contractor may negotiate new pricing for these categories with the Agency. The contractor shall provide in writing the negotiated costs before adjustments are made in pricing. If through no fault of their own the contractor is unable to reclaim, recycle, or dispose of any category of hazardous material, due to an Agency objection, the contractor may return the material to the Agency if allowed by law.

If the Contractor wishes to have materials delivered to a facility not currently on the approved facilities list, the contractor will perform a standard facility auditing procedure and provide this to the Agency within a reasonable time frame agreed upon by the Agency and the contractor. A copy of the Contractors standard audit policy must be included in the response to this RFP. The Agency shall approve or disapprove the facility within 30 days of receipt of the audit.

OTHER REQUIREMENTS

- Contractor shall provide the Agency with reports showing summaries of the final disposition of all materials picked up. This shall include information on the number and weights of drums sent to each facility, the status of all drums pending final disposition, and Certificates of Disposal for waste disposed of previously. If this report is inconsistent with Agency data, contractor shall assist the Agency in determining the source of the inconsistency.
- Contractor shall designate one technical manager as a primary contact for all matters relating to any contract.
- Agency will **not accept** fuel charges, energy assessments, or any other fees not specified on the Cost Proposal Form.
- In the event the Agency makes a mistake and packs a material incorrectly evidence needs to be provided prior to the re-manifesting and any additional charges associated with that mistake. Examples of this evidence may be photos, drum number, and analytical test results. Any charges applied shall correspond to or be described in the Cost Proposal Form.
- Agency is **exempt** from payment of all federal, state and local taxes.
- Contractor shall submit an invoice to the Agency no later than 60 days after hazardous materials are picked up.

MOBILE COLLECTIONS

On occasion the Agency may receive a request from a member community to hold a special one-day event in which residents may bring household hazardous materials in for proper disposal. The Agency may request that the contractor provide a more specific quote for mobilizing and operating an event like this. The Cost Proposal Form contains a section for costs associated with mobile collections.

X. PROPOSAL SUBMISSION REQUIREMENTS

GENERAL PROVISIONS

Proposers must submit an original and two (2) hard copies (no emails) of their response to the RFP by 1:00 pm (CST), Friday, May 29, 2020 to:

ATTN: Shawn Obert
Cedar Rapids Linn County Solid Waste Agency
1954 County Home Road
Marion, Iowa 52302

The original and two copies must be double-sided. Binders may be used. If staples are used, please only staple one (1) corner. All forms requiring signatures must be signed by the same authorized individual. One copy of the proposal documents must be clearly marked as the original and contain the original signature forms.

EXPENSE OF PROPOSAL PREPARATION

Proposers shall prepare all required materials and submittals, and shall participate in the proposal and negotiation process at their own expense, with the express understanding that Proposers shall make no claims whatsoever for reimbursement from the Agency for the costs and expenses associated with this process.

CONFIDENTIAL INFORMATION

Iowa Code Chapter 22 requires public access to certain government records. To protect trade secrets, information privileged by law, confidential, commercial, financial, geological or geographic data, or other matters whose public disclosure would cause substantial injury to the Proposer's competitive position from disclosure to the public to the extent possible under the Iowa Open Records Act, the Proposer should specifically identify the pages of the response that contain such information by properly marking the applicable page in red ink; describing the reason for the non-disclosure of such materials under the Iowa Open Records Act; and attaching the following notice on the cover page of the response:

"The information on pages ___ of this document, identified by an asterisk or marked along the margin with a vertical line or marked along the margin with the word "CONFIDENTIAL," contains technical or financial information that consists of trade secrets and/or privileged information the disclosure of which would cause substantial injury to the Proposer's competitive position. The contractor requests that such data not be disclosed unless the Agency determines it is required to do so by applicable laws."

Agency shall have no liability for disclosure of materials requested to be confidential where it determines it is required by law to disclose the same or where it is ordered by a court of competent jurisdiction to disclose the same.

XI. ORGANIZATION OF PROPOSALS

Proposers **must complete** the forms provided in this packet as well as supplemental information listed below.

Forms provided in this packet:

- i.** Form of Proposal
- ii.** Cost Proposal
- iii.** Draft *Agreement* (with any comments)

Proposers must also include the following Supplements:

SUPPLEMENT A: DOT/DNR/EPA permit documentation

SUPPLEMENT B: Audited Financial Statements for most recent year available

SUPPLEMENT C: Violations, accidents and fines including resolution information for past two years. Provide information about the proposer and facilities the proposer will use in this contract.

SUPPLEMENT D: Proof of insurance

Failure to complete and submit the Forms and provide SUPPLEMENTS A-D in sequence may be basis for rejection of the proposal. Other information may be submitted but must be titled and clearly labeled as attachments.

XII. EVALUATION OF PROPOSALS

GENERAL

The Agency retains the right to reject any and possibly all proposals. The Agency retains the right to waive defects or irregularities in any proposal. The Agency will not evaluate proposals received after the designated time for submission or proposals it deems to be non-responsive. At the sole discretion of the Agency and its appointed agents, proposals submitted indicating any exceptions to the terms of this RFP may be included in or excluded from the evaluation process.

EVALUATION CRITERIA

Evaluation of the proposals will be based on pre-selected criteria that reflect the needs of the project. Each of the criteria is weighed as shown below. Major evaluation criteria include:

CRITERIA	WEIGHT
<i>Cost</i>	40%
<i>Experience; Financial Condition & Resources; Management Capability</i>	30%
<i>Technical Feasibility and Reliability</i>	30%

i. Cost

Cost criteria to be used to evaluate each proposal include, but are not necessarily limited to, competitiveness of cost relative to other proposals over the life of the contract.

ii. Experience; Financial Condition and Resources; Management Capability

The criteria used to evaluate each proposal include, but are not necessarily limited to, the following:

- Financial capacity of the Proposer to satisfy all the anticipated requirements of the contract
- Experience providing similar services
- Techniques for training and technical assistance
- Techniques and controls for project management, such as reporting procedures, audits, and monitoring responsibilities.
- Identification and willingness to consider innovative techniques to increase efficiency and minimize program costs
- Regulatory compliance history/status

iii. Technical Feasibility and Reliability

The criteria to be used in evaluating each proposal include, but are not necessarily limited to, the following:

- Ability to provide service in accordance with timetable
- Compliance record
- Extent of reuse or recycling utilized versus land disposal
- Proven reliability of transportation and final disposition facilities
- Capability of equipment and personnel assigned

XIII. EVALUATION METHODOLOGY

The evaluation process is designed to select a contractor to negotiate a contract with the Agency that the Agency believes to be in their best interest. If a proposal does not satisfy the minimum requirements set forth in this RFP, the contractor may be disqualified from further consideration, at the sole discretion of the Agency. An evaluation team, composed of Agency staff, will review each proposal. The Agency may consult its advisors. Proposals will be assessed relative to other proposals based on the pre-selected evaluation criteria described above. The team will weigh the major evaluation criteria based on the needs of the project and the best interest of the Agency. If negotiations with the selected contractor do not result in a final agreement satisfactory to the Agency, the Agency reserve the right to negotiate an agreement satisfactory to the Agency with the next highest rank contractor.

Cost Proposal Form

[must be submitted with proposal]

FY2021 Cost Proposal Form

Prices for Hazardous Materials Collection, Transportation, Supplies & Disposition

NOTE TO PROPOSERS: FUEL SURCHARGES, ENERGY ASSESSMENTS, NEW WASTE STREAMS OR OTHER COST OF ITEMS NOT LISTED

ON THIS FORM ARE NOT ACCEPTABLE. Please sign every page 1-4

Material	Packaging Method	Disposition (Fuel Blending, Recycle, Treatment, Incineration, Landfill)	Price per CY Box	Price per 55 Gal	Price per 30 Gal	Price per 5 Gal	Price per Pound	Minimum Price
Aerosol-Flammable, Corrosive, and Poison Comingled	Loose Pack							
Aerosol-Flammable	Loose Pack							
Aerosol-Other	Loose Pack							
Flammable Liquid-greater than 10,000 BTU & less than 4" of sludge	Bulk							
Flammable Liquid-greater than 5,000 BTU, less than 12" sludge	Bulk							
Flammable Liquid-greater than 5,000 BTU, less than 36" sludge	Bulk							
Flammable Liquid- dissolvable solids, greater than 5,000 BTU, some liquid	Bulk							
Flammable Absorbent or Debris, greater than 5,000 BTU, less than 20% liquid	Bulk							
Oil based paints, stains, glues, tars, and resins. Paint related materials.	Loose Pack							
Flammable Solids, 4.1, (naphthalene, mothballs, paradichlorobenzene)	Lab Pack							
Spontaneously Combustible 4.2	Lab Pack							

Print Name: _____ Authorized Signature: _____ Date: _____

Material	Packaging Method	Disposition (Fuel Blending, Recycle, Treatment, Incineration, Landfill)	Price per Cubic Yard Box	Price per 55 Gal	Price per 30 Gal	Price per 5 Gal	Price per Pound	Minimum Price
Dangerous When Wet or Water Reactive-Toxic, 4.3(6.1), zinc phosphide	Lab Pack							
Oxidizer, 5.1	Lab Pack							
Oxidizer-Toxic, 5.1(6.1)	Lab Pack							
Oxidizer-Corrosive, 5.1(8.0)	Lab Pack							
Organic Peroxide, 5.2, methyl ethyl ketone peroxide, benzoyl peroxide	Lab Pack							
Toxic Solids PGII or PGIII, 6.1, solid pesticides & herbicides	Loose Pack							
Toxic Solids PGI, 6.1, strychnine	Lab Pack							
Toxic Flammable Liquids, 6.1(3), liquid pesticides and herbicides	Lab Pack							
Corrosive Base, 8.0, liquids and solids	Lab Pack or Loose Pack							
Corrosive Acid, 8.0, liquids and solids	Lab Pack or Loose Pack							
Lead or Lead Contaminated Waste, 6.1	Loose Pack							
Filters Contaminated w/Lead Dust, 6.1	Loose Pack							
Amalgam or Amalgam Waste, 6.1	Lab Pack							
Flammable Liquid contaminated w/levels of PCB's that do not meet specifications	Bulk							

Print Name: _____ Authorized Signature: _____ Date: _____

Material	Packaging Method	Disposition (Fuel Blending, Recycle, Treatment, Incineration, Landfill)	Cubic Yard Box	Price per 55 Gal	Price per 30 Gal	Price per 5 Gal	Price per Pound	Minimum Price
Reactive elemental Aluminum or Aluminum Dust, 4.3	Lab Pack							
Reactive elemental Zinc or Zinc Dust, 4.3	Lab Pack							
Alkali Metals or Alkali Earth Metals	Lab Pack							
Alkali Metals or Alkali Earth Metals	Lab Pack							
Elemental Mercury	Lab Pack							
Mercury Contained in devices such as thermometers, thermostats, or barometers	Lab Pack							
OTHER:								
OTHER:								
OTHER:								

Transportation Fee		
\$ _____ 1-20 containers	\$ _____ 21-40 containers	\$ _____ 41 or more containers

Print Name: _____ Authorized Signature: _____ Date: _____

MISPACKS

Description	Price Per Mispack
Mispack: Agency personnel pack or group together wrong materials	

SUPPLIES

Item	Delivered Cost
55 Gallon steel open top drum	
55 Gallon steel closed top drum	
55 Gallon poly open top drum	
5 Gallon poly	
5 Gallon steel	
Absorbent material	
Uniform Hazardous Waste Manifest Forms	
Shipping labels for drums or boxes	
85 Gallon poly over-pack drums	
Flexbin (Cubic Yard Box)	
Waste Wrangler	
Larger DOT 1263 & 1950 Diamonds(labels) for boxes	

MOBILE COLLECTION EVENT

Description	Cost
Mobilization Fee	
Labor: Hourly Rate	

Print Name: _____

Authorized Signature: _____

Date: _____

DRAFT AGREEMENT

**[MUST BE SUBMITTED WITH PROPOSAL WITH ANY CHANGES
WRITTEN DIRECTLY ON DRAFT]**

PROPOSERS: WRITE CHANGES OR EXCEPTIONS DIRECTLY ON THIS DRAFT AND SUBMIT WITH PROPOSAL

AGREEMENT

Technical Assistance, Transportation, & Reclamation/Recycling/Disposal of Hazardous Materials

This Agreement is entered on _____, by and between _____, (hereinafter referred to as the "CONTRACTOR"), and the Cedar Rapids Linn County Solid Waste Agency (hereinafter referred to as "Agency"), an intergovernmental entity formed pursuant to Chapter 28E of the Code of Iowa, with its principal office at 1954 County Home Road, Marion, Iowa 52302.

WITNESSETH:

WHEREAS, Agency requires services to provide technical assistance, transport and reclaim/recycle/dispose of hazardous materials generated by households and Very Small Quantity Generators (VSQGs) in connection with the operation of its Resource Recovery facility located at the Cedar Rapids Linn County Solid Waste Agency, 1954 County Home Road, Marion, IA 52302.

WHEREAS, the CONTRACTOR represents that it possesses the necessary skilled staff, qualifications, proper licensing and disposal capacity and capabilities to adequately perform these services in a manner acceptable to and in the best interests of the Agency.

WHEREAS, the CONTRACTOR agrees to provide the Agency its expertise and resources and to cooperate with the Agency in accomplishing the execution of its hazardous materials reclamation/recycling/disposal program in a proper, safe, environmentally sound and cost-effective manner as is possible.

NOW, THEREFORE, in consideration of these premises, and of their mutual obligations hereinafter set forth, the Agency and the CONTRACTOR, intending to be legally bound, covenant and agree as follows:

I. SCOPE OF WORK

A. The CONTRACTOR shall provide technical assistance to Agency staff, transportation and reclamation/recycling/disposal services for the Agency hazardous material collection program.

Technical assistance shall include, but not be limited to: training Agency staff and/or other Agency Contractors in specific packing methods acceptable to CONTRACTOR including drum, loose packing, and lab packing techniques, hazardous material identification, classes of hazardous material, storage of hazardous material, explanation of Federal and State of Iowa laws and regulations concerning hazardous materials and waste, proper manifesting of hazardous materials streams, materials labeling and proper sampling techniques if sampling is required by CONTRACTOR.

The CONTRACTOR shall provide such training in connection with the initial signing of the contract and, thereafter, on an ongoing basis during the term of this Agreement as may be necessary to cover changes in regulations as well as to compensate for staff turnover.

B. If directed by Agency, the CONTRACTOR shall provide all supplies required to properly pack and store hazardous materials. Such items shall include manifest forms, labels, absorbent packing materials, lab and bulk drums, cubic yard boxes and so forth. The unit price at which the

CONTRACTOR shall be reimbursed for supplies it provides shall be as stated in Attachment 1 - Cost Schedule.

C. The CONTRACTOR shall pick up and transport hazardous materials from Agency on an as-needed basis. Pick up shall be no later than two working days after Agency and Contractor have agreed upon a date. Contractor shall pick up all properly packaged and labeled materials that are included in a profile agreed upon by Agency and CONTRACTOR when requested, provided that the requested pick up time is during CONTRACTOR's regular business hours. However, Agency may require pickups on weekends or evenings for special events or emergency collections.

D. The CONTRACTOR shall reclaim/recycle/treat/store/dispose of hazardous materials picked up at the Agency only at facilities that have been pre-approved by the Agency. CONTRACTOR shall complete final disposition within an applicable regulatory time frame or eighteen (18) months of the date that the materials were picked up from the Agency, whichever is shorter. CONTRACTOR shall provide Agency with written documentation acceptable to the Agency of such final disposition.

E. The CONTRACTOR shall utilize only facilities that have appropriate regulatory authorization for the materials they process.

F. The CONTRACTOR shall allow the Agency to commingle household and VSQG hazardous material. In addition, to the greatest extent possible, Contractor will ensure that while the Agency remains the generator of hazardous material that the Agency and the hazardous materials will remain exempt.

G. All materials which would be fully regulated if not for household and VSQG exemption shall be manifested by the Agency. The CONTRACTOR shall ensure that the TSDFs return signed manifest copies to Agency within the regulatory time frame of the acceptance of manifested hazardous materials.

H. The Agency shall have the right to remove hazardous materials processing facilities/permitted TSDFs from the list of pre-approved facilities. Categories of materials that were designated to go to a facility that has been removed from the approval list may be sent to another Agency-approved facility. When this occurs, the CONTRACTOR may negotiate new pricing for these said categories but said CONTRACTOR shall demonstrate additional costs in writing before fee adjustments are approved by the Agency.

I. If Agency elects to have materials processed at a facility not currently on the approved list, the CONTRACTOR shall audit such facility, using the CONTRACTOR's standard facility auditing procedure, within a reasonable amount of time. If the facility meets CONTRACTOR's standards, the facility shall be added to the list of approved facilities. CONTRACTOR shall provide the Agency with a detailed audit report. CONTRACTOR shall provide the Agency with an estimate of facility audit costs. The Agency shall reimburse CONTRACTOR for reasonable costs associated with a facility audit only if the audit is at the Agency's request.

J. CONTRACTOR shall notify Agency in writing at least 30 days prior to shipping hazardous materials to a facility not included on the approved facility listing. Within 30 days after receipt of such notification, the Agency shall notify the CONTRACTOR in writing if it objects to such facility and, if Agency fails to give such notification within such time, such facility shall be added to the approved facilities list.

K. CONTRACTOR shall assist Agency with completing Uniform Hazardous Material Manifests for the shipment of Agency hazardous material when required.

L. CONTRACTOR shall provide Agency with a detailed summary report following each shipment. The report shall include but isn't limited to information on the amount of hazardous material collected, pounds, volumes, number and type of container, type of material (hazard or DOT classification), its destination and processing method, Certificate of

Destruction for any waste disposed of in the preceding period, and an updated list of acceptable processing facilities (if any changes have occurred), and the weight of the containers and packaging for purposes of transportation for processing. Definitions of all hazardous material classification and methods of disposition shall be included in the report. CONTRACTOR shall assist Agency in determining the source of any inconsistency between such report and Agency records.

M. CONTRACTOR shall assist Agency with obtaining approved hazardous materials profiles and determining acceptance criteria of Agency hazardous materials. The CONTRACTOR shall also provide such assistance in the future for additional material streams and types of hazardous materials.

N. CONTRACTOR will perform all contracted services in accordance with all applicable federal, state and local laws, rules, regulations and orders, including, but not limited to, the Resource Conservation and Recovery Act (RCRA); regulations, rules and orders of the U.S. EPA, the U.S. Department of Transportation, Iowa's Department of Natural Resources; and state and federal Occupational Health and Safety Authorities.

O. CONTRACTOR shall designate in writing one individual as a primary contact for all matters relating to this Contract and shall update such designation as necessary.

P. CONTRACTOR will make every effort possible to avoid land disposal of Agency hazardous material streams. Agency shall be notified prior to any land disposal of Agency materials. No out-of-country exportation of material will be accepted unless approved by the Agency. CONTRACTOR shall not under any circumstances dispose of Agency manifested waste in underground liquid injection facilities. All PCB contaminated waste shall be incinerated.

II. CONTRACTOR COMPENSATION

For all services provided by CONTRACTOR pursuant to the terms of this Contract, Agency shall pay CONTRACTOR in accordance with the schedule of fees set forth in "Attachment 1" attached hereto and incorporated herein by this reference. The fees set forth in "Attachment 1" shall not be adjusted during the term of this Contract unless pursuant to paragraph I.(H). CONTRACTOR shall submit an invoice to the Agency no later than 30 days after hazardous material collection. The Agency shall pay all undisputed amounts timely invoiced within 45 days of receipt. In the event of any dispute over costs, the Agency shall notify CONTRACTOR within 30 days of invoice receipt. The parties agree to meet in a good faith effort to resolve the dispute. If no resolution can be reached, CONTRACTOR and/or Agency are free to otherwise enforce the terms of this Agreement through other means.

Fuel surcharges, energy assessments, or any other fee not set forth in "Attachment 1" will not be allowed unless negotiated and agreed to in writing by authorized Agency personnel.

III. INSURANCE REQUIREMENTS & INDEMNIFICATION

A. CONTRACTOR and all subcontractors used by CONTRACTOR in providing services pursuant to the terms of this Contract shall obtain and maintain at their sole expense the following insurance: (1) Liability insurance for all trucks and motor vehicles used in the performance of such services of \$1,000,000 combined single limit or the equivalent; (2) Public Liability insurance of \$1,000,000 combined single limit or the equivalent; (3) Environmental Impairment Liability insurance for sudden accidental occurrences in at least the following amounts of \$3,000,000 per incident and \$6,000,000 aggregate as applicable, with a MCS-90 endorsement for hazardous materials transport of \$5,000,000. Certificates of Insurance shall be provided to Agency by the CONTRACTOR for themselves and any subcontractors the CONTRACTOR may utilize. Provision of such certificates shall be condition precedent to Agency obligations hereunder and shall be a condition precedent to the CONTRACTOR's commencement of services hereunder. The terms of this provision shall apply to CONTRACTOR, and all subcontractors used by CONTRACTOR, throughout the term of this Contract.

The Agency, the individual member municipalities, Linn County, and their respective officials, departments, employees and agents shall be named as additional insured in such policies. Coverage may not be terminated or changed by the CONTRACTOR except upon 30 days written notice to the Agency and its individual members. The policy shall fully provide insurance to cover all operating exposures and any other liability related to operating and maintaining any collection, transfer and reclamation/recycling/disposal service. The policy shall not contain any exclusions that will restrict coverage on any operations performed by the CONTRACTOR or subcontractors and shall be in a standard form policy provided for by a carrier approved by the State of Iowa. Agency approval of the minimum insurance coverage provided for herein is not intended to and shall not in any way relieve, decrease or limit the liability of the CONTRACTOR. It is expressly understood that the Agency does not in any way represent that the above specified minimum insurance limits are adequate to protect the interest or potential liabilities of the CONTRACTOR.

B. Worker's Compensation Insurance shall be obtained and maintained by the CONTRACTOR, at its sole expense, for the term of this contract which coverage shall apply to all persons employed by the CONTRACTOR in connection with the performance of this contract. Coverage shall meet the requirements of the laws of the State of Iowa relating to Worker's Compensation Insurance. CONTRACTOR agrees to and shall hold Agency free and harmless, indemnify and defend Agency, from all liability for any claim that may arise by reason of injuries to any employees of the CONTRACTOR its agents, or subcontractors who may be injured while performing work or labor in connection with CONTRACTOR's provision of services pursuant to this Contract. Such agreement to indemnify, defend and hold harmless shall extend to the Agency, the individual members thereof and their respective officials, departments, employees and agents. CONTRACTOR shall provide Agency with Certificates of Worker's Compensations Insurance including employer's liability. Provision of such evidence of coverage shall be a condition precedent to Agency obligations hereunder and shall be a condition precedent to CONTRACTOR's commencement of services hereunder.

C. CONTRACTOR shall assume all responsibility for obtaining any casualty or liability insurance not required to be obtained under the terms of this Contract but which CONTRACTOR, in its sole discretion, deems necessary to protect its own interests.

D. CONTRACTOR agrees to take all necessary precautions to protect the public against injury and warrants that it will carry out all obligation under this Contract in a safe, environmentally sound and lawful manner maintaining compliance with all applicable federal, state and local laws, rules and regulations.

E. CONTRACTOR shall hold harmless, indemnify Agency, its individual member municipalities, Linn County and all their respective officials departments, employees and agents from and against all damages (including all costs of defense and attorney fees) and claims of damages to person or property that may arise by reason of any act or omission of the CONTRACTOR or its agents, employees or subcontractors while engaged in the performance of any aspect of this Agreement. CONTRACTOR shall hold harmless, indemnify and defend Agency, its individual members and all their respective officials, departments, employees and agents against all claims, liens, fines, suits and the costs and expenses of such (including defense costs, settlement and attorney's fees) arising of (i) CONTRACTOR's failure to pay suppliers, employees or subcontractors or (ii) any failure by the CONTRACTOR to meet any of its obligations to others, or imposed by law, ordinance, regulation or regulatory agencies or (iii) any Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), claims made against Agency for cleanup costs associated with materials handled by CONTRACTOR under this Agreement. This subsection shall survive the termination of the Agreement.

F. CONTRACTOR agrees that all final disposition facilities identified as permitted TSDFs shall have at a minimum, Environmental Impairment Liability Insurance in the amount of \$3,000,000 per occurrence, \$6,000,000 aggregate, covering emissions, discharges, dispersals, disposal, releases, escapes or seepage of smoke, vapors, soot, fumes, acids, alkalis, toxic

chemicals, liquids, gases, waste materials, irritants and contaminants that could harm the land, atmosphere or water. All approved TSD's shall maintain said coverage for the term of this contract. The CONTRACTOR shall provide evidence of such coverage to Agency.

IV. COMPLIANCE WITH LAWS

A. CONTRACTOR shall familiarize itself with all federal, state and local laws, statutes, ordinances, rules and regulations which are applicable to the services to be provided in this Contract prior to the commencement of such services. The CONTRACTOR will comply with all such laws, statutes, ordinances, rules and regulations in the carrying out of its obligations. The CONTRACTOR shall be solely responsible for any fines, penalties or any other liability or consequence whatsoever resulting from its failure to abide by, or its violation of, any such laws, statutes, ordinances, rules regulations and shall indemnify Agency. CONTRACTOR shall notify Agency within 24 hours of any notice of violation or investigation of CONTRACTOR or facility used hereunder.

B. CONTRACTOR and all subcontractors who will transport hazardous materials must give notice after any incident that occurs during transportation, loading, unloading and temporary storage. This notice shall be given verbally within 6 hours of the discovery of the incident. Written notice shall be given within one week of the incident. Any incident involving a spill by the carrier shall require the completion in duplicate of Department of Transportation (D.O.T.) Form 5800.1 with a copy sent to Agency within two weeks. For the purposes of this paragraph, incident means any leakage, spill, discharge or release of any nature whatsoever of any hazardous materials manifested by Agency.

V. TERM OF CONTRACT

A. The term of this Contract shall be for three (3) years beginning July 1, 2020 and shall terminate June 30, 2023. All the provisions of the Contract shall remain in full force and effect unless the parties shall agree otherwise in writing.

B. Agency may extend this Contract for an additional two (2) years under conditions mutually agreed upon in writing by the parties by giving notice of the exercise of this option thirty (30) days prior to the expiration of the then current term of the Contract. In the event the parties elect to extend the term of the Contract, the terms of this Contract shall remain in full force and effect during the renewal term, except for such terms as the parties may modify or amend.

VI. INSPECTION OF OPERATIONS AND/OR RECORDS

A. Agency shall have the right, but not the duty, to inspect any equipment, facility or service used by CONTRACTOR in providing services pursuant to this Agreement and, likewise, the right to inspect and make and keep copies of all books and records maintained by CONTRACTOR which relate to the services provided by CONTRACTOR hereunder, at any reasonable time and upon reasonable notice. Such inspections shall be conducted in a manner that minimizes disruption to CONTRACTOR's business. CONTRACTOR shall cooperate fully with Agency during an inspection.

VII. TERMINATION OF CONTRACT

A. This Agreement shall terminate automatically as of the date the CONTRACTOR makes a general assignment for the benefit of its creditors or proceedings are commenced in a court of competent jurisdiction for the reorganization, liquidation or involuntary dissolution of CONTRACTOR, or for its adjudication as bankrupt, or for the appointment of a receiver of the property of the CONTRACTOR. Upon any termination under this provision, this Agreement shall not be or become an asset of the CONTRACTOR in the hands of any trustee or receiver.

B. Either party shall have the right to terminate this Agreement at any time for cause. Cause is defined as any breach by the other party of any provisions of the Agreement or the insolvency of

the CONTRACTOR. The terminating party shall exercise its right to terminate by written notice to the other party of its intent to terminate the Agreement and shall set forth therein the reason or reasons for such termination. The party receiving the notice shall have ten (10) days following the receipt of such notification to remedy the cause for termination set forth in such notice and if such party shall fail, within said ten (10) days, to remedy such cause, this Agreement shall terminate.

C. In the event that the CONTRACTOR terminates this agreement, for any reason whatsoever, it will refund the Agency within thirty (30) days of said termination, all payments made hereunder by the Agency to the CONTRACTOR for work not completed or not accepted by the Agency. Further, CONTRACTOR shall buy from Agency any unused supplies or equipment originally purchased by Agency from CONTRACTOR at the original price paid by Agency.

D. Upon termination of this Agreement under the provisions of this section or otherwise, Agency shall have no further obligations to the CONTRACTOR (except for services performed as of date of termination and expenses incurred with prior written consent of Agency), provided, however, that termination shall not abrogate, impair, release or extinguish any debt, obligation or liability of the CONTRACTOR to the Agency hereunder which may have accrued prior to such termination, including, but not limited to, any such debt, obligation or liability which was the cause of termination or arose out of such cause, and Agency shall have the right to withhold any amounts then due or to become due the CONTRACTOR hereunder for application against any such debt, obligation, or liability.

E. No right or remedy conferred upon Agency under the terms of this Agreement, including, but not limited to, the right to termination, shall be exclusive of any other right conferred upon Agency under the terms of this Agreement or by law or equity are cumulative and no single exercise of any such right or remedy shall preclude the exercise of any other such right or remedy with respect to the same or any other breach by CONTRACTOR.

F. In the event of any termination of the Agreement, the CONTRACTOR shall provide Agency with copies of all records prepared by or used by the CONTRACTOR in the performance of the Agreement through the date of termination. Throughout the term of the Agreement, all records of CONTRACTOR regarding the work done for Agency pursuant to the Agreement shall be available to Agency upon request at no charge.

G. Agency shall have the right to terminate this Agreement if there is an individual or aggregate transfer of interest in or ownership of the CONTRACTOR at any time or over time greater than 45 percent. The CONTRACTOR shall notify Agency of any change in ownership of the CONTRACTOR or transfer of any equity interest in the CONTRACTOR within ten (10) days of such change. Failure to do so constitutes a breach of this Agreement.

H. The prevailing party in any litigation or arbitration arising out of this Agreement, or its breach, shall be entitled to recover its reasonable attorney fees.

VIII. MISCELLANEOUS

A. The Request for Proposal dated May 4, 2020, and any addenda thereto, and the CONTRACTOR's Proposal submitted in response thereto are incorporated herein and shall be a part of the Agreement, along with all exhibits or schedules attached hereto or referred to herein. Such writings contain the entire agreement of the parties and no amendment or modification of this Agreement shall be effective unless in writing and signed by the parties hereto. Provided, if there shall be conflict between the provisions of this document and other documents incorporated herein by reference, the provisions of this document shall control.

B. **Illegal Provisions.** If any provisions of the Agreement shall be declared illegal, void or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

C. **Relationship of Parties.** Nothing in this Agreement is intended, nor should it be interpreted or construed, as in any way to establish a partnership between the parties hereto or as

constituting the CONTRACTOR as the agent, representative or employee of the Agency or the individual member municipalities/Linn County or vice versa, for any purpose whatsoever. The CONTRACTOR is, and shall remain during the term of this Agreement, an independent CONTRACTOR with respect to the performance of its obligations hereunder and in its relationship to the Agency.

D. **Nonwaiver.** No failure, forbearance, neglect or delay by either party to enforce this Agreement or any provision of this Agreement or to exercise any of such party's rights hereunder shall effect or limit such party's right to strictly enforce the same, or constitute or be interpreted as a waiver of any right to enforce this agreement or any provision thereof, in the future.

E. **Resolution of Disputes.** Any controversy, claim or dispute between the parties, directly or indirectly, concerning this agreement or the breach hereof or the subject matter hereof which cannot be resolve informally may, upon mutual consent of the parties, be finally settled by binding arbitration or other lawful enforcement action. In the event a dispute is to be submitted to arbitration, the dispute shall be settled by arbitration in Linn County, Iowa, and judgment upon the award rendered may be entered in any court having jurisdiction thereof. Any arbitration shall be commenced, and shall thereafter proceed, in accordance with the rules, then obtaining, of the American Arbitration Association, and the decision of the arbitrator shall be final and binding on the parties.

F. **No Guarantee.** Nothing in this Agreement is intended and shall not in any event be interpreted or construed as any promise, guaranty, warranty or representation of delivery to the CONTRACTOR of any particular quantity or category of hazardous material or of the generation of any particular amount of revenue. CONTRACTOR enters into this Agreement in sole reliance on its own skill knowledge, judgment and investigation concerning all matters which a reasonable and prudent individual would investigate before entering into an agreement such as this.

G. **Headings.** Headings in this Agreement are for the sake of convenience and organization and shall not be accorded substantive meaning in the construction and interpretation of this Agreement.

H. **Governing Law.** This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Iowa.

I. **Notice.** Except as otherwise herein provided, all notices required or permitted to be served by either party or the other shall be in writing and shall be deemed given when hand delivered or when mailed by certified mail to the principal office of the party to which notice is given, as follows:

If to Contractor:

If to Agency: Karmin McShane, Executive Director
1954 County Home Road
Marion, IA 52302

J. **Nondiscrimination.** The CONTRACTOR agrees that during the term of this Agreement, the CONTRACTOR will not, within the State of Iowa or elsewhere, discriminate against any employee or applicant for employment because of race, color, creed, national origin, ancestry, sex, sexual orientation, gender identity, disability, religion, age (18 or older), or marital status and will include a similar provision in all subcontracts entered into in connection with the performance of the CONTRACTOR's obligations hereunder.

K. **Assignment.** The CONTRACTOR shall not assign this Agreement or any part of it to any other party without the express written consent of Agency. Nor shall the CONTRACTOR pledge, hypothecate or otherwise create any interest, whether for security or otherwise, in any other party to the payments due CONTRACTOR under the terms of this Agreement.

L. **Severability.** All parts and provisions of this Agreement are severable. If any part or provision shall be held invalid, the remainder of this Agreement shall remain in effect.

IN WITNESS WHEREOF, the parties have executed this Agreement July 1, 2020

AS TO:	
_____	_____
Karmin McShane	Date
Executive Director	
Attest _____	Date _____

AS TO:

_____ Date

Representative

_____ Date

Representative

FORM OF PROPOSAL

[must be submitted with proposal]

FY2021 Form of Proposal

Proposers MUST respond to all questions and submit this 3-page form with proposal

- 1) (Y) / (N) Bidder agrees to provide collection, transportation, and disposition of hazardous materials to Agency.
- 2) (Y) / (N) Bidder has provided all interested parties and subcontractors involved with a copy of the RFP.
- 3) (Y) / (N) Bidder has thoroughly read and understands the RFP.
- 4) (Y) / (N) If the answer to #3 was NO, bidder has contacted the Agency for clarification.
- 5) (Y) / (N) If awarded the contract, bidder agrees to incinerate all Ploy-Chlorinated Biphenyls (PCBs) and provide appropriate documentation with each invoice.
- 6) (Y) / (N) If awarded a contract, bidder agrees to pick up hazardous materials within two working days after an agreed date has been set by contractor and Agency. Respond within 24 hours for emergency collections.
- 7) (Y) / (N) Bidder has:
 - Reviewed the draft *Agreement*
 - Legibly written comments and proposed revisions directly on the draft **agreement** document
 - Included the draft *Agreement* with bid.
- 8) (Y) / (N) If awarded the contract, bidder agrees to provide required documentation with all invoices including, but not limited to, manifests, bill of ladings, land disposal ban notifications, and shipment summaries.
- 9) (Y) / (N) Bidder has included evidence of IDNR, DOT, and EPA permits required for transport, treatment, recycling, storage, and disposal of hazardous materials and included them as **SUPPLEMENT A.**
- 10) (Y) / (N) Bidder has provided audited financial information for the most recent fiscal year (FY18 or FY19) and included it as **SUPPLEMENT B.**
- 11) (Y) / (N) Bidder has included information on all fines, violations, and accidents **and their resolutions** for the past five years and included them as **SUPPLEMENT C.** If the bidder has not received any fines/ violations or been involved in any accidents, **state this and include as SUPPLEMENT C.**
- 12) (Y) / (N) Bidder has included copies of insurance certificate(s), described on pp. 9-11 of RFP, as **SUPPLEMENT D.**
- 13) (Y) / (N) Bidder has included 4-page **Cost Proposal** form

14) **References:** Provide three names with contact information for similar hazardous material collection projects bidder has performed in the past three years.

Name of Company or Organization	Address	Contact Person	Phone	Email

15) List all parties to the contract including subcontractors.

Name of Company or Organization	Address	Contact Person	Phone	Email

16) **(Y) / (N)** Bidder is legally authorized to conduct business in the State of Iowa.

17) **(Y) / (N)** Bidder agrees that Agency will issue payment within 45 days following receipt of invoice as long as invoice is accompanied by appropriate, legally required documentation such as manifests, bill of ladings, land disposal ban notifications, etc.

18) Following pick up from Agency, disposition of materials will be complete within how many days?

19) **(Y) / (N)** Bidder agrees to provide technical assistance during regular business hours and update Agency personnel as needed regarding hazardous material packing and shipping information.

Company Information and Authorized Signature

Business Name: _____

Federal ID Number: _____

Permit ID Number: _____

Official Address: _____

Company's State in US or Foreign Country of Residence: _____

Contact Person: _____ Phone: _____

Email: _____

Print Name: _____

Authorized Signature: _____ Date: _____

