

**REQUEST FOR PROPOSALS**

**FOR**

**TRANSFER, PROCESSING, AND MARKETING OF RECYCLABLE  
MATERIALS**

**FOR**

**CEDAR RAPIDS LINN COUNTY SOLID WASTE AGENCY**



**ISSUED BY:**

**CEDAR RAPIDS LINN COUNTY SOLID WASTE AGENCY  
1954 COUNTY HOME ROAD  
MARION, IOWA 52302**

**Issue Date:** May 1, 2026

**Due Date:** May 29, 2026 at 2 PM

## SECTION 1 – PURPOSE AND BACKGROUND

### 1.1 Purpose and of the Request for Proposal (RFP)

The purpose of this Request for Proposal (RFP) is to solicit interest for providing the Cedar Rapids Linn County Solid Waste Agency (Agency) with transferring, processing, and marketing of recyclable materials collected via the Agency's Resource Recovery Building (RRB) located at 1954 County Home Road, Marion, IA.

In addition, the Agency's intent is for member communities to have the option of contracting directly with the successful bidder for processing and marketing recyclable materials at the rates provided in their proposal. The Agency serves eighteen (18) members communities including Alburnett, Bertram, Cedar Rapids, Center Point, Central City, Coggon, Ely, Fairfax, Hiawatha, Lisbon, Marion, Mount Vernon, Palo, Prairieburg, Robins, Springville, Walker, and Linn County.

Member communities that have indicated strong interest in the RFP include the City of Cedar Rapids. The successful bidder for this RFP is not guaranteed a contract with member communities.

### 1.2 Background Information

Recycling programs are available to Linn County residents and member communities at the Agency's Resource Recovery Building (RRB) located at 1954 County Home Road, Marion, IA. Residents and communities can drop-off recyclable material, which includes corrugated cardboard, paper, plastic, metal, and glass. Glass is currently source separated and handled separately from single stream recyclable material. Refer to Table 1 for currently accepted single stream recyclable materials.

Table 1: Currently Accepted Single Stream Recyclable Material

Material	Type
Cardboard	Corrugated containers
Paper	Newspaper, office paper, junk mail, magazines, catalogues, boxboard, telephone books, and cartons excluding shredded paper and padded envelopes
Plastics	#1 - #7 excluding Styrofoam and rigid plastics
Metal	Aluminum and steel containers excluding aluminum foil and pans

In addition to single stream material, the Agency accepts source separated cardboard containers. To maximize quality and value, the source separated cardboard is handled separately from single stream recyclable material.

The Agency does not provide collection services to member communities. Each member community is responsible for residential curbside waste and recyclable material collection. Communities have the option of delivering recyclable material directly to a recycling processor or the RRB, depending on proximity.

Currently, the Agency has a contract with Republic Services to provide transfer, processing, and marketing services for single stream recyclable material. Material is transferred daily by Republic Services, Monday through Friday, and a typical week requires six (6) semi-trailer loads. The Agency is responsible for loading the contractor's semi-trailers at the RRB.

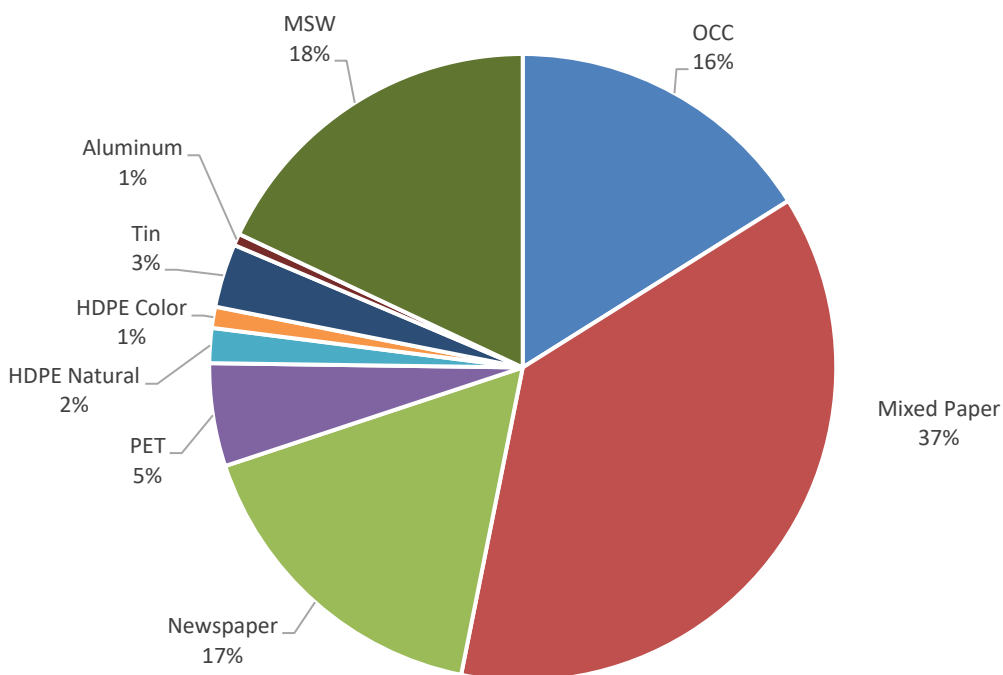
In FY2025, the Agency received approximately 2,000 tons of single stream recyclable materials at the RRB, which includes material from Linn County residents who self-haul and member community residential curbside collection. Refer to Table 2 below for historical tonnage for FY2022 – FY2025.

Table 2: Agency Historical Single Stream Recyclable Material FY2022 – FY2025

Fiscal Year	Tons
2022	2,440
2023	2,046
2024	2,331
2025	1,990

Figure 1 provides a material composition from an audit completed by the processor in 2024.

Figure 1: 2024 Agency Material Composition



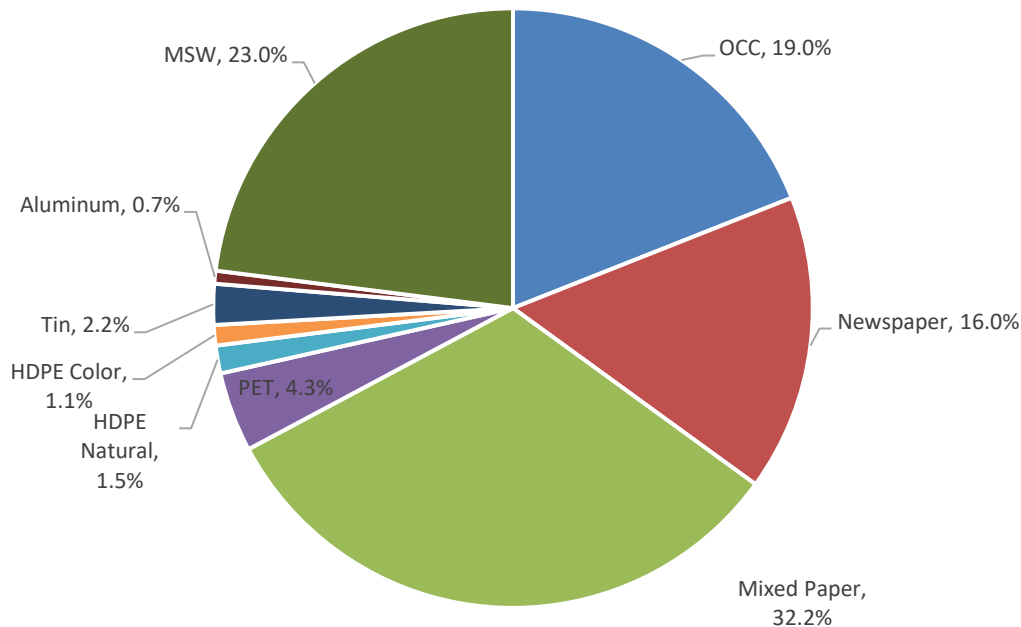
In FY2025, the City of Cedar Rapids direct hauled approximately 7,600 tons of single stream recyclable materials to Republic Services using the Agency’s contracted rates. Refer to Table 3 below for historical tonnage for FY2022 – FY2025.

Table 3: Cedar Rapids Single Stream Recyclable Material FY2022 – FY2025

Fiscal Year	Tonnage
2022	8,512.87
2023	7,610.11
2024	7,200.78
2025	7,643.1

Figure 2 provides a material composition from an audit completed by the processor in 2024.

Figure 2: 2024 City of Cedar Rapids Material Composition



Currently, source separated, loose cardboard is transferred by the Agency and sold separately to Republic Services. A typical walking floor semi-trailer is four (4) tons, and the Agency delivers two to three (2 – 3) semi-trailer loads weekly. In FY2025, the Agency received 549 tons of source separated corrugated containers (OCC). Refer to Table 4 for historical tonnage of corrugated containers for FY2022 – FY2025.

Table 4: Agency Source Separated Corrugated Container Tonnage FY2022 – FY2025

Fiscal Year	Tonnage
2022	668
2023	588
2024	521
2025	549

Historical quantities of materials collected by the Agency and City of Cedar Rapids are provided for reference. The quantities may vary over time and are not guaranteed. The Agency and City make no warranty as to the quantity of comingled recyclables it will receive in future years. Bidders shall make their own independent estimate of anticipated quantities.

## SECTION 2– SCOPE OF SERVICES

### 2.1 Service Scenarios

The Agency is seeking proposals for multiple service scenarios. Refer to Table 5 for the services scenarios solicited in this RFP.

Table 5: Service Scenarios

Material	Form	General Service Description
Single Stream Recyclable Material from the Agency RRB	Loose	Equipment and staffing to transfer, process and market materials from the Agency RRB.
Baled Corrugated Cardboard from the Agency RRB	Baled	Equipment and staffing to transfer and market OCC bales from Agency (approx. 32 bales/load).
Single Stream Recyclable Material from Agency member community	Loose	Equipment and staffing to receive, process, and market materials directly from Agency member communities such as the City of Cedar Rapids.

Refer to Table 6 for the single stream recyclable material currently accepted and assumed to be marketable at the time of RFP issuance.

Table 6: Single Stream Recyclable Material

Material	Type
Cardboard	Corrugated containers
Paper	Newspaper, office paper, junk mail, magazines, catalogues, boxboard, telephone books, and cartons
Plastics	Plastic bottles, tubs, jugs, jars (#1 PET, #2 HDPE, and #5 PP)
Metal	Aluminum and steel containers

Bidders may propose additional recyclable materials for consideration, e.g. glass, books, shredded paper, pill bottles, aluminum trays, foil, etc. The Agency will retain the right to designate additional types of recyclable material if the chosen contractor agrees it is technically feasible and cost-effective to include in the Agency's recycling program.

### 2.2 Material Transportation, Processing, and Marketing

The Agency requires the chosen contractor to bear all costs associated with transporting, processing, and marketing materials. The Agency does not require revenue share for single stream recyclable material or specific terms for a contract in order to receive proposals with competitive rates that reflect current market conditions.

The Agency requires the chosen contractor to be equipped with a certified scale(s), computer record keeping system, and to operate in a manner that facilitates easy and rapid ingress and egress of hauler vehicles. A contingency plan must be in place if the chosen contractor cannot accept materials due to a controllable or uncontrollable circumstance.

For transporting materials, the chosen contractor will have access to the RRB during Agency operating hours, typically Monday – Friday except on Agency holidays. Preferred contractor loading hours are 8:30 AM – 2:30 PM. Scheduled closures include New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas. The Agency will communicate with the chosen contractor if the RRB is not accessible during typical operating hours.

## 2.3 Disposal

The Agency requires the chosen contractor to bear the costs of transporting and disposing of rejects, residue, and contaminants from processing. Rejects, residue, and contaminants may **not** be disposed of at the Agency landfill facility located at 1954 County Home Road, Marion, IA. For assistance with Iowa solid waste flow requirements, contact Alicia Presto at the East Central Iowa Council of Governments (ECICOG) at [alicia.presto@ecicog.org](mailto:alicia.presto@ecicog.org) or 319-289-0058.

## 2.4 Deliverables

The Agency requires a monthly report of the type and amount of material recycled, contamination rate, and residuals to be disposed of in the landfill. Records to support the monthly report must be maintained in an organized, up-to-date manner, in accordance with generally accepted management principles and practices. Scale tickets and other records should be available in an electronic format for Agency inspection.

## 2.5 Term of Agreement

The Agency does not require specific terms for the length of a contractual agreement in order to receive proposals with competitive rates that reflect current market conditions.

# SECTION 3 – SCHEDULE AND CONTACT POLICY

## 3.1 Request for Proposal Process Schedule

The Agency intends to adhere to the schedule in Table 7. This schedule may change at the Agency’s discretion. Addenda will be issued to inform proposers of any changes in the schedule.

Table 7: Request for Proposal Process Schedule

Issuance of RFP	May 1, 2026
Deadline to Submit Written Questions	May 8, 2026 at 2 PM
Issuance of Responses	May 15, 2026 at 2 PM
Proposal Submission Deadline	May 29, 2026 at 2 PM
Review and facility Inspections, if deemed necessary	June 2026
Select Contractor	July 2026
Agreement Initiation	September 1, 2026

### **3.2 Contact Policy and Questions**

All proposers shall carefully examine the RFP documents. Any ambiguities or inconsistencies shall be brought to the attention of the East Central Iowa Council of Governments (ECICOG) immediately. Any questions concerning the intent, meaning and interpretation of the RFP documents shall be requested in writing, and received by ECICOG no later than May 8, 2026 at 2:00 PM. Written inquiries should be emailed to Alicia Presto at the East Central Iowa Council of Governments at [alicia.presto@ecicog.org](mailto:alicia.presto@ecicog.org).

No person is authorized to give oral interpretations of, or make oral changes to, the RFP documents. Any interpretation of, or changes to, the RFP documents will be made in the form of a written addendum to the RFP documents and will be published by the Agency on its website. Only those interpretations of, or changes to, the RFP documents that are made in writing and published by the Agency may be relied upon.

### **3.3 Question Responses and Addenda**

The Agency will issue responses to all written questions by May 15, 2026 at 2:00 PM by posting on the Agency website. All questions and responses will be provided for the benefit of all potential bidders.

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 Agency will notify proposers by e-mail, if a proposer's email is available, and by posting on the Agency website if any addenda are issued.

## **SECTION 4 – TERMS AND CONDITIONS**

### **4.1 Request for Proposal Documents**

This RFP document constitutes the complete set of proposal specifications and forms, unless addenda are issued as detailed in subsection 3.4 Question and Addenda. By submitting a proposal, the proposer acknowledges they have read and understand this RFP and agrees to be subject to all terms and conditions specified in the RFP. No exception to the terms and conditions shall be allowed. Submittal of a response to this RFP constitutes a binding offer by the proposer.

### **4.2 Adjustments/Changes/Deviations**

A proposer shall not attempt to limit, restrict, or qualify its proposal. No adjustments, changes to, or deviations from this RFP will be accepted. No additional terms and conditions included with this RFP proposal shall be evaluated or considered. All additional terms and conditions shall have no force and effect and are inapplicable to this RFP.

### **4.3 Changes in Law Affecting Proposal**

If any change in law occurs or any governmental restrictions are imposed which would necessitate alteration of the proposal, it shall be the responsibility of the proposer to immediately notify the Agency. In such cases, the Agency reserves the right to issue an addendum or cancel this RFP.

#### **4.4 No Contingent Fees**

The proposer warrants that it has not employed or retained any company or person, other than a bona fide employee, agent, consultant or lobbyist working solely for the proposer, to solicit or secure the awarding of this RFP and resulting Agreement, and that it has not paid or agreed to pay any person, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award of this RFP or making of the Agreement. The Agency also reserves the right to pursue any remedies or actions available to it to respond to such violation.

#### **4.5 No Assignment or Transfer of Proposal**

Proposals shall not be assigned or transferred without the express written consent of the Agency. A proposer that is, or may be, purchased by or merged with any other corporate entity during any stage of the proposal process, prior to the execution of an agreement, is subject to having its proposal disqualified as a result of such transaction. The Agency shall determine whether a proposal is to be disqualified in such instances.

If, at any time during the proposal process, filings, notices or like documents are submitted to any regulatory agency concerning the potential acquisition of proposer, or the sale of a controlling interest in the proposer, or any similar transaction, proposer shall immediately disclose such information to Agency. Failure to do so may result in the proposal being disqualified, at the Agency's sole discretion.

#### **4.6 Multiple Proposals**

More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. This does not prohibit subcontractors from being on multiple proposals or to also submit as a prime contractor.

#### **4.7 Legal Requirements**

Proposers are required to comply with all provisions of federal, state, county, and local laws, ordinances, rules and regulations that are applicable to the services being offered in this RFP. Lack of knowledge of the proposer shall in no way be a cause for relief from responsibility or constitute a cognizable defense against the legal effects thereof.

#### **4.8 Familiarity with Laws and Ordinances**

The submission of a proposal on the services requested herein shall be considered as a representation that the proposer is familiar with all federal, state, and local laws, ordinances, rules and regulations which affect those engaged or employed in the provision of such services, or equipment used in the provision of such services, or which in any way affects the conduct of the provision of such services; and no plea of misunderstanding will be considered on account of ignorance thereof. If the proposer discovers any provisions in the RFP documents that are contrary to or inconsistent with any law, ordinance, or regulation, it shall be reported to the Agency in writing without delay.

#### **4.9 Compliance with Occupational Safety and Health Act**

By submitting a proposal, the proposer certifies that all material, equipment, and all other items necessary to operate the facility as contained in their proposal meets all O.S.H.A. requirements. Proposer further certifies that if it is the successful proposer, and if any of the materials, equipment, or other items delivered and necessary

to operate the facility are subsequently found to be deficient in any O.S.H.A. requirements, all costs necessary to bring the deficient material, equipment, or other items, into compliance with the aforementioned requirements shall be borne by the proposer.

#### **4.10 Minority and Women Business Enterprise**

Small contractors, minority contractors, physically handicapped contractors, and women contractors will be afforded equal opportunity to respond and will not be discriminated against on the basis of race, color, sex, or national origin.

#### **4.11 Taxes**

Services/sales made directly to the Agency are not taxable. The Agency is a governmental organization not subject to taxes.

#### **4.12 Advertising**

In submitting a proposal, the proposer agrees not to use the results of said submittal as a part of any advertising or proposer sponsored publicity without the express written approval of the Agency.

#### **4.13 Contractual Agreement**

The Agency shall not be obligated to any proposer to enter into a contractual agreement (Agreement) with the proposer despite the Agency governing body prospectively awarding the Agreement to a proposer. The Agency shall be obligated to a proposer if and only if the Agency enters into a written Agreement for the services with the proposer, and further, no action will lie against the Agency to compel Agency to execute any such Agreement, or to recover from the Agency any damages, costs, lost profits, expenses, etc., that any proposer may incur if the Agency chooses not to sign such Agreement. By submitting a proposal for the services, all proposers acknowledge and agree that no enforceable contractual relationship arises until the Agency signs the Agreement, that no action shall lie to require Agency to sign such Agreement at any time, and that each proposer waives all claims to damages, lost profits, costs, expenses, reasonable attorney fees, etc., as a result of the Agency not signing such Agreement.

#### **4.14 Contractual Agreement Negotiations**

The Agency reserves the right to negotiate scope of work and terms and conditions which may be necessary or appropriate to accomplish the purpose and goals of this Request for Proposal. The Agency may require the Request for Proposal and the proposer's entire proposal be made an integral part of the resulting contract, which implies that a proposal may be held by the Agency is contractually binding on the chosen contractor.

#### **4.15 Acceptance or Rejection of Proposals**

The Agency reserves the following rights and options:

- to reject proposals that fail to meet the literal and exact requirements of the specifications;
- to accept the proposal which in the judgment of the Agency is the most advantageous proposal;
- to reject non-responsive proposals;
- to waive irregularities in any proposal;

- enter negotiations with any proposer, or multiple proposers, or the Agency's existing contractor for services;
- to reject all proposals without cause; and
- to issue subsequent requests for new proposals.

Any or all proposals will be rejected if there is reason to believe that collusion existed among the proposers. Proposals received from participants in such collusion will not be considered for the same work when and if re-advertised.

The Agency may reject proposals for any reason that the Agency deems sufficient. Among other reasons, the Agency may reject proposals:

- if the proposer misstates or conceals any material fact in the proposal;
- if the proposal does not strictly conform to the law or the requirements of this RFP;
- if the proposal is subject to any conditions or qualifications;
- for budgetary reasons; or
- if a change occurs that makes this RFP unnecessary for the Agency

#### **4.16 Award and Agreement by Agency Board**

The award of an Agreement, if made, will be to the most advantageous, responsive proposer. No award will be made until all necessary investigations have been made to determine the responsiveness and responsibility of the proposer under consideration. After opening the proposals the Agency's Executive Director may require the selected proposer to submit a verified statement disclosing all ownership interests, whether direct, indirect, or beneficial and including intermediate and ultimate ownership interests where several levels of ownership exist, disclosing any single source in excess of thirty (30) percent of outstanding debt and disclosing any person or entity that has guaranteed in excess of thirty (30) percent of the proposer's outstanding debt; furthermore, such disclosure shall contain any information of or relating to any and all common ownership, control, management, or common pecuniary benefit said proposing entity, its owners, management, or representatives possess or retain in any other entity now participating, or proposing to participate, in the Agreement with the Agency. The Agency Board or designee shall be the sole judge as to the responsiveness and the responsibility of the proposer to satisfactorily perform the work specified within the Agreement.

As soon as practicable after opening the proposals, the proposer recommended for award of the Agreement will be submitted to the Agency Board for award of the Agreement. In the event the Agency Board approval is not received within 90 days calendar days after opening of the proposals, the proposer may request that it be released from the Agreement obligation. The foregoing action by the Agency or the proposer shall in no way provide any cause whatsoever for claim against the Agency by the proposer.

#### **4.17 Examination of the Request for Proposal**

By submitting a proposal, the proposer certifies that a careful examination of all RFP document has taken place, and that the proposer is fully informed concerning the requirements of the RFP documents, the quality, and quantity of service to be performed. The proposer will not be entitled to additional compensation upon subsequently finding that conditions require methods or equipment other than that anticipated in making the proposal. Negligence or inattention of the proposer in determining conditions of the Agreement prior to

submitting the proposal, or in any phase of the performance of the work, shall be grounds for refusal by the Agency to agree to additional compensation for additional work caused by such negligence or inattention.

#### 4.18 No Warranty for Agency Data

The data contained in this RFP or provided by any officer or agent of the Agency, are for informational purposes only. The Agency makes no warranty or guarantee concerning the accuracy of any data or information set forth in this RFP or any other document. Proposers shall make no claim against the Agency because of any data which may prove to be in any respect erroneous. Each proposer shall have sole responsibility for determining all the relevant facts that may affect its proposal.

#### 4.19 Cost of Proposal Preparation

The proposer assumes all risks and expenses associated with the preparation and submittal of a proposal in response to this RFP. The Agency shall not be liable for any expenses incurred by the proposer when responding to this RFP.

#### 4.20 Insurance Requirements

The chosen contractor shall not commence performance under an agreement until obtaining all insurance required in Table 8 and Certificates of Insurance reflecting the required insurance have been filed with the Agency's executive director.

The chosen contractor shall maintain insurance with minimum policy limits for each coverage as described below, with such coverage per occurrence, single limit, and commencing prior to the completion of work under an agreement, and continuing to provide coverage for claims based on occurrences during an initial term and any renewal term of an agreement (except for Pollution Liability, which may be provided on a claims made basis) for a minimum of three (3) years after the date of termination or expiration of an agreement.

Table 8: Insurance Requirements

Type	Amount per Occurrence/Aggregate Amount
Commercial General Liability including Contractual Liability	\$1,000,000/\$2,000,000
Commercial Automobile Liability	\$1,000,000/\$2,000,000
Pollution Liability	\$1,000,000/\$2,000,000
Worker's Compensation	Statutory
Employer's Liability	\$1,000,000
Umbrella Liability	\$5,000,000

The commercial general liability insurance including Contract Liability shall have dedicated amounts of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate for bodily injury and property damage. This coverage shall also include personal and advertising injury, and completed operations coverage. The commercial automobile liability insurance shall have a minimum limit of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate and shall cover any automobile or

other vehicle, including non-owned, hired, or leased vehicles. The worker's compensation insurance shall have a minimum limit as required by state law. The employer's liability insurance shall have a minimum limit of one million dollars (\$1,000,000) per accident for bodily injury or death.

The Agency, members, and associate members, and their respective officials, departments, employees, and agents shall be named as an additional insured on all insurance policies required, except worker's compensation insurance. All insurance policies shall be endorsed to provide the following:

- Chosen contractor's insurance is primary and non-contributory to any other insurance available to the Agency or any other additional insured with respect to claims covered under the policy.
- Chosen contractor's insurance applies separately to each insured against whom claims are made or suit is brought.
- The inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

Without the Agency's prior written approval, self-insurance by the chosen contractor shall not be acceptable as providing any of the insurance requirements in this RFP. The Certificates of Insurance must identify the Agency's solicitation title.

Policies required in this RFP shall be issued by companies approved to do business under the laws of the State of Iowa with minimum ratings from A.M. Best Company of A or better and FSC VIII or better.

The chosen contractor must furnish the Agency at least thirty (30) days prior written notice of any cancellation of any insurance policy required in this RFP. In the event the Certificate of Insurance provided indicates that the insurance shall terminate and lapse during the period of an agreement, then the chosen contractor shall furnish, at least ten (10) days prior to expiration date of such insurance, a renewal certification of insurance as proof that equal and like coverage for remaining period of an agreement is in effect. The chosen contractor shall not continue to work pursuant to an agreement unless all required insurance remains in full force and effect.

To ensure an adequate level of outstanding insurance coverage for claims that arise from the chosen contractor's performance under an agreement, the chosen contractor shall maintain a minimum outstanding level of umbrella insurance coverage during the term of an agreement in the amount of five million dollars (\$5,000,000). Such coverage shall be maintained at all times during the term of an agreement and the three (3) year period following the term of an agreement.

The chosen contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of an agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject. The chosen contractor shall ensure that any company issuing insurance to satisfy the requirements in this RFP agrees that shall have no recourse against the Agency for payment or assessments in any form on any policy of insurance.

If the chosen contractor's insurance policy is a "claims-made" policy, then the chosen contractor shall maintain such insurance coverage for a period of five (5) years after the expiration or termination of an agreement or any extension or renewals of an agreement. Applicable coverages may be met by keeping the policies in force, or by obtaining an extension of coverage commonly known as a reporting endorsement of tail coverage.

If any of the chosen contractor's insurance policies includes a general aggregate limit and provides that claims investigation or legal defense costs are included in the general aggregate limit, the general aggregate limit that is required shall be at least five (5) times the occurrence limits specified.

The official title of the Agency is the Cedar Rapids Linn County Solid Waste Agency. This office title shall be used in all applicable documentation. All required insurance policies shall preclude any insurer's or underwriter's rights of recovery or subrogation against the Agency, with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the described insurance.

The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim, or Suit: as it appears in any policy of insurance in which the Agency is named as an additional insured shall not apply to the Agency in any respect. The Agency shall use its best efforts to provide written notice of occurrence within thirty (30) working days after the Agency's actual notice of such event.

Notwithstanding any other provisions of an agreement, the chosen contractor's obligation to maintain all required insurance as specified in this RFP shall survive the expiration and termination of an agreement.

#### 4.21 Liquidated Damages

The Agency may assess liquidated damages against the chosen contractor for failing to provide processing services in compliance with the requirements of an agreement. The Agency may demand immediate payment from the chosen contractor, and the contractor shall pay, for liquidated damages, and not as a penalty, in the amount in Table 9.

Table 9: Liquidated Damages

Type	Amount
Failure to accept material during scheduled receiving hours	\$250 per unaccepted load
Failure to provide a monthly average delivery vehicle turnaround less than twenty (20) minutes	\$200 per month
Disposing (landfilling/incinerating/waste to energy) of materials without prior approval of the Agency's executive director	\$500 per event
Failure to submit timely records and reports	\$50 per event

#### 4.22 Performance Bond Requirements

Prior to the commencement date of an agreement, the chosen contractor shall furnish to the Agency a performance bond for the faithful performance of the agreement and all obligations. The chosen contractor shall keep the performance bond current and in effect at all times throughout the term of the agreement and any renewal terms. The performance bond shall be in the amount of five hundred thousand dollars (\$500,000).

The performance bond shall be executed by a surety company licensed to do business in the State of Iowa having an A or better rating by A.M. Best or Standard and Poors, included on the list of surety companies approved by the Treasurer of the United States, and in a form acceptable to the Agency.

### **4.23 Indemnification of Agency**

The chosen, the contractor agrees to indemnify, defend, and hold harmless the Agency, its public officials, officers, directors, employees, agents, and contractors from and against any and all claims, counterclaims, suits, demands, actions, causes of action, damages, setoffs, liens, attachments, judgments, debts, expenses, or other liabilities of whatsoever kind or nature (collectively, "Losses"), to the extent alleged and resulting from the negligence or willful misconduct of the chosen contractor and its subsidiaries and affiliates, and their employees, agents, servants and subcontractors, in the performance of services, or the breach of an agreement by the chosen contractor.

It is specifically agreed that the consideration inuring the chosen contractor for the execution of an agreement includes the promises, payments, covenants, rights, and responsibilities contained in an agreement. The execution of an agreement by the chosen contractor shall obligate the contractor to comply with the indemnification provision; however, the collateral obligation of providing insurance must be also complied with, as set forth in 4.20 Insurance Requirements of this RFP.

### **4.24 Termination of a Contractual Agreement**

The Agency may cancel an agreement with the chosen contractor by giving the contractor forty-five (45) days advance written notice upon happening of any one of the following events:

- The contractor shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors or file a voluntary petition in bankruptcy (court) or a petition or answer seeking arrangement for its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any other law or statute of the United States or any state thereof or consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property.
- By order or decree of a court, the contractor shall be adjudged bankrupt or an order shall be made approve a petition filed by any of its creditors or by any stockholders of the contractor, seeking its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any law or statute of the United State or of any state thereof, provided that if any such judgment or order stayed or vacated within sixty (60) days after the entry thereof, any notice of default shall be and become null, void and of no effect, unless such stayed judgment or order is reinstated, in which case, said default shall be deemed immediate.
- By, or pursuant to or under the authority of any legislative action, resolution or rule, any order or decree of any court or governmental board, agency or officer having jurisdiction, a receiver trustee or liquidator shall take possession or control of all or substantially all of the property of the contractor, and such possession or control shall continue in effect for the a period of sixty (60) days.
- The contractor has defaulted by failing or refusing to pay in a timely manner the liquidated damages or other monies due to Agency and said default is not cured within fifteen (15) days of receipt of written notice by the Agency to do so.
- The contractor has defaulted by allowing any final judgment for the payment of money to stand against it unsatisfied and said default is not cured within fifteen (15) days of the receipt of written notice by the Agency to do so.
- The contractor has defaulted, by failing or refusing to perform or observe the terms, conditions, covenants in an agreement or any of the rules and regulations promulgated by the Agency pursuant to

the agreement or has wrongfully failed or refused to comply with instruction of the Agency's executive director thereto and said default is not cured within fifteen (15) days of receipt of written notice by the Agency to do so, or of by reason of the nature of such default, the same cannot be remedied within fifteen (15) days following receipt by the contractor of written demand from the Agency to do so, the contractor fails to commence remedy of such default within said fifteen (15) days following such notice or having so commenced shall fail thereafter to continue with diligence the curing thereof (with the contractor having the burden proof to demonstrate the following:

- The default cannot be cured within fifteen (15) days
- The contractor is proceeding with diligence to cure said default
- Such default will be cured within a reasonable period of time

However, notwithstanding anything contained herein to the contrary, if the contractor is unable for any reason or cause to resume performance at the end of thirty (30) days, all liability of the Agency under an agreement to the contractor shall cease and an agreement may be terminated by the Agency.

In the event that monies due to the Agency under liquidated damages or other monies due to the Agency or an unsatisfied final judgment is the subject of a judicial proceeding, the contractor shall not be in default if the sum of money is bonded.

Notwithstanding the foregoing and as supplemental and additional means of terminating an agreement, in the event that the contractor has defaulted in the performance of covenants and conditions required to be kept and performed by the contractor four (4) times within any calendar year, and regardless of whether the contractor has corrected each individual condition of default, the contractor shall be deemed a habitual violator and shall be deemed to be in default of an agreement.

The Agency shall thereupon issue the contractor a final warning citing the circumstance therefore, and any single default by the contractor of whatever nature, subsequent to the occurrence of the last of said cumulative defaults, shall be grounds for immediate termination of an agreement. In the event of any such subsequent default, the Agency may terminate an agreement upon giving of final written notice to the contractor, such cancellation to be effective upon the date specified in the Agency's written notice to the contractor, and all contractual fees due hereunder plus any and all charges and interest shall be payable to said contractor date, and the contractor shall have no further rights hereunder. Immediately upon the specified date in such final notice, the contractor shall cease any further performance under the agreement.

In the event of the aforesaid events specified in this section, and except as otherwise provided, termination shall be effective upon the date specified in the Agency's written notice to the contractor and upon said date an agreement shall be deemed immediately terminated and upon such termination all liability of the Agency under an agreement to the contractor shall cease, and the Agency shall have the right to call the performance bond as its sole and exclusive remedy and shall be free to negotiate with other contractors for services specified herein. At such time, the Agency shall pay the contractor for contracted charges and fees for the services performed on or before such termination date.

In the event of a failure by the Agency to perform any material provision of an agreement, the contractor shall give written notice of such breach to the Agency along with at least fifteen (15) days, cure period, to correct such breach. The contractor may terminate an agreement after such cure period if the Agency has not adequately corrected such breach in accordance with an agreement and the contractor notifies the Agency in writing of such termination action. At such time, the Agency shall pay the contractor for the contracted charges and fees for the services performed on or before such termination date. Thereafter, following any such termination and the final payment from the Agency to the contractor or the contractor to the Agency, as the case may be, neither party shall have any further obligation under an agreement other than for claims for personal injuries or property damage as expressly provided in these terms and arising prior to such termination date.

#### **4.25 Modifications to a Contractual Agreement**

The Agency and chosen contractor shall have the power to make changes in a contractual agreement as the result of changes in law, Agency policies, or both, and to impose new rules and regulations on the contractor under an agreement relative to the scope and methods of providing the service specified as shall be necessary and desirable for the public welfare. The Agency shall give the contractor notice of any proposed change and an opportunity to be heard concerning those matters. If a change is required as a result of an amendment to Agency policies, upon receipt of the proposed change, the contractor shall have ten (10) business days to either accept the change or terminate the agreement by providing the Agency with ninety (90) days written notice of termination. The scope and method of providing service as referenced shall also be liberally construed to include, but they are not limited to, the manner; procedures; operations and obligations; financial; and otherwise, of the contractor.

The Agency and chosen contractor understand and agree that the Iowa Legislature has the authority to make comprehensive changes in solid waste management legislation and that these and other changes in law in the future which mandate certain actions or programs for counties or municipalities may require changes or modifications in some of the terms, conditions, or obligations under an agreement. The contractor agrees that the terms and provisions of any policy of the Agency related to solid waste services and regulations, as it now exists or as it may be amended in the future as a result of any changes in the law, shall apply to all of the provisions of an agreement. In the event any future change in Agency policy materially alters the obligations of the contractor, then the fee established in the exhibits to an agreement shall be adjusted. Nothing contained in an agreement shall require any party to perform any act or function contrary to law. The agency and contractor agree to enter into good faith negotiations regarding modifications to an agreement which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to an agreement, the Agency and contractor shall negotiate in good faith a reasonable and appropriate compensation adjustment for increase or decrease in the services or other obligations required of the contractor due to any modification in an agreement under this section, 4.25 Modifications to a Contractual Agreement, of this RFP. The Agency and the contractor shall not unreasonably delay or withhold agreement to such compensation adjustment.

#### **4.26 Permits and Licenses**

The chosen contractor shall obtain, at its own expense, all permits and licenses required by applicable law and shall maintain same in full force and effect at all times during the term of an agreement.

#### **4.27 Title to Materials**

Title to recyclable materials shall pass to the chosen contractor at the time such material is loaded into the contractor's trailer. If transportation of the material is provided by the Agency, the contractor shall acquire title to the material when it is deposited at the designated processing facility or designated recycling facility, per an agreement, as applicable. Notwithstanding anything set forth in an agreement or otherwise contrary, title to and liability of unacceptable waste shall at no time pass to the contractor. Deposit of unacceptable waste at any contractor facility shall not be deemed to vest title to any unacceptable waste in the contractor.

#### **4.28 Independence of Agreement**

Nothing herein is intended or should be construed as in any way establishing the relationship of co-partners or a joint venture between the Agency and chosen contractor hereto or as constituting the contractor as an agent, representative, or employee of the Agency for any purpose whatsoever. The contractor is to be, and shall remain, an independent contractor with respect to all services performed under an agreement.

#### **4.29 Force Majeure**

If the Agency or chosen contractor is prevented from or delayed in performing its duties under an agreement by a Force Majeure event, including, without limitation, fires, severe weather, floods, pandemics, quarantines, war, civil disturbances, acts of terrorism, labor disputes, acts of God, or material changes in any applicable law, or acts of any governmental authority, then the affected party shall be excused from performance hereunder during the period of such disability. The party seeking relief as a result of a Force Majeure event shall promptly notify the other party in writing when it learns of the existence of a Force Majeure event and when the Force Majeure event has terminated. Notwithstanding anything in an agreement to the contrary:

- Force Majeure event does not include, and a party shall not be excused from performance under an agreement for, events relating to increased costs or changing economic conditions, including, without limitation, increased costs of fuel, labor, insurance, or other expenses of performing the services hereunder.
- Force Majeure event shall not be grounds for a delay or failure to satisfy a party's payment obligations under an agreement for more than thirty (30) days, the Agency may terminate the agreement after providing five (5) work days written notice.

#### **4.30 Employee Status**

The Agency shall have no obligation to pay or provide for the chosen contractor's employees. A person employed by the contractor in the performance of services and functions pursuant to an agreement shall have no claim to any rights or benefits provided by the Agency to the Agency's employees.

#### **4.31 Equal Opportunity Employment**

The chosen contractor shall comply with all federal, state, and local laws applicable to the contractor's services, specifically including those covering Equal Opportunity Employment and the Americans with Disabilities Act. The contractor is expected to fully comply with all provisions of applicable laws and the Agency reserves the right, but not the obligation, to verify the contractor's compliance. Failure to comply with any applicable laws will grounds for termination of an agreement for cause.

#### **4.32 Contractor's Warranties**

The chosen contractor shall warrant that all work, materials, services, and equipment may reasonably be inferred from an agreement as being required to produce the intended result, will be supplied by the contractor at its own cost, whether or not specifically identified and required in an agreement.

The chosen contractor shall warrant and agree that all work, material, services, and equipment necessitated by the inspections of the Agency agencies or other regulatory agencies, in order to bring the contractor's work into compliance with an agreement and all applicable laws, shall be the responsibility of the contractor and shall be provided at no additional cost to the Agency.

#### **4.33 Right to Require Performance**

The failure of either the Agency or chosen contractor at any time to require performance by the other of any provision hereof shall in no way affect the right of the Agency or contractor, as the case may be, thereafter to enforce same, nor shall waiver by such party of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself. To be effective, any waiver shall be in writing and signed by the party granting such waiver. Any waiver shall be limited to the particular right so waived and shall not be deemed to waive any other right under an agreement.

#### **4.34 Governing Law**

The Agency and chosen contractor agree that an agreement shall be construed in accordance with and governed by the laws of the State of Iowa without regard to conflict of laws.

#### **4.35 Consent to Jurisdiction and Venue; Waiver of Jury Trial**

Any claim, objection or dispute arising out of the terms of an agreement shall be litigated exclusively in the state or federal courts in and for Linn County, Iowa. The Agency and chosen contractor agree to waive any right to have a jury participate in the resolution of the claim, objection, or dispute, whether sounding in contract, tort or otherwise, between any of the parties and any of their respective affiliates arising out of, connected with, related to or incidental to an agreement to the fullest extent permitted by law.

#### **4.36 Litigation**

In the event of any litigation which arises out of, pertains to, or relates to an agreement, or the breach of it, including, but not limited to, the standard of performance required in it, the Agency and contractor shall each pay their own attorney's fees, costs, and expenses at trial and all appellate levels.

#### **4.37 Compliance with Laws**

The Agency and chosen contractor shall conduct its operations under an agreement in compliance with all applicable federal, state, and local laws and regulations.

#### **4.38 Severability**

In any provision of an agreement or the application of it to any person or situation shall to any extent be held invalid or unenforceable, the remainder of the agreement and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected, shall continue in full force and effect, and shall be enforced to the fullest extent permitted by law.

#### **4.39 Assignment and Subletting**

The Agency or chosen contractor shall not assign or sublet an agreement with other party's prior written consent, which consent shall not be unreasonably withheld, delayed, or denied.

#### **4.40 Fund Appropriation**

The chosen contractor understands and agrees the Agency, during any fiscal year, is not authorized to expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year and that any contract, verbal or written, made in violation of these prohibitions is null and void and that consequently, no money may be paid on such contract beyond such limits. Nothing contained in an agreement shall prevent from making contracts for periods exceeding one (1) year, but any contract so made shall be executed only for the value of the services under an agreement without the Agency's written verification that the funds necessary for the contractor's compensation and other necessary expenditures are budgeted as available within the appropriate fiscal year budget. The Agency does not represent said budget item will be adopted, such determination being the prerogative of the Agency Board at the time of the adoption of the budget.

#### **4.41 Financial Interest**

The Agency requirements regarding officers and employees and financial interest includes:

- No elected official, officer, agent, or employee of the Agency should have a financial interest, directly or indirectly, in an agreement or the compensation to be paid under it
- No person who acts in the Agency as a purchasing agent nor any elected or appointed officer of the Agency, nor any spouse or child of such purchasing agent, employee or elected or appointed officer, should be a partner, officer, director, or proprietor of the contractor.
- No person, purchasing agent, Agency elected or appointed officer, or the spouse or child of any of them, alone or in combination, should have a material interest in the contractor.

Material interest means direct or indirect ownership of more than five percent (5%) of the total assets or capital stock of the contractor.

#### **4.42 Audit and Inspection Rights and Retention of Record**

The Agency shall have the right to audit the books, records, and accounts of the contractor that are related to invoicing and payment under an agreement during normal business hours upon prior written notice and at the Agency's expense. The contractor shall keep such books, records, and accounts reasonably required to document and substantiate the contractor's invoicing and payment under an agreement, including, but not limited to, records concerning calibration of the scale(s) and the required quarterly reports.

The contractor shall preserve and make available at reasonable times for examination and audit by the Agency, all such records, and documents for the required retention period established by the Iowa Open Records Act or in accordance with other applicable law. The retention of such records and documents shall be at the contractor's expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period, the books, records, and accounts shall be retained until resolution of the audit findings. If the Iowa Open Records Act is determined by the Agency to be application to the contractor's records, the contractor shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by the contractor. Any discrepancies found in an audit shall be resolved in favor of the party originally disfavored or erred.

#### **4.43 Third Party Beneficiaries**

Neither the Agency nor contractor intend that any person shall have a cause of action against either of them as a third-party beneficiary under an agreement. Therefore, the parties shall agree that there are no third-party beneficiaries to an agreement and that no third party shall be entitled to assert a claim against either of them based upon an agreement. The parties shall expressly acknowledge that it is not their intent to create any rights in any third person or entity under an agreement.

#### **4.44 Payment Disputes**

If the Agency disagrees with any amount stated in any invoice from the contractor, the Agency shall notify the contractor of such dispute. The Agency shall make payment to the contractor of the undisputed invoiced amount within sixty (60) days after receipt of the invoice. In the event of a disputed amount, the parties shall reasonably attempt to discover the cause of any discrepancy between the parties, and if a resolution is not reached within forty five (45) days of the Agency's notice of such dispute, the parties shall resolve to dispute in any manner permitted by Iowa law. The existence of a dispute shall not delay payment of undisputed amount to the contractor or relieve the contractor of any of its obligations to the Agency under an agreement.

#### **4.45 Open Records**

The contractor shall comply with all requirements in the Iowa Open Records Act that are applicable to the contractor. The contractor shall comply with any applicable requirements in Chapter 22 of Iowa Code.

#### **4.46 Facilities and Records**

The Agency reserves the right, but not the duty, to inspect any equipment, facility, or service used by the contractor in providing services pursuant to a contract at any reasonable time, during working hours, with reasonable prior notice.

Likewise, the Agency reserves the right to inspect, make, and keep copies of all records maintained by the contractor which relate to the services provided by the contractor at any reasonable time, during working hours, with reasonable prior notice. Such inspections shall be conducted in a manner to minimize disruption to the contractor's operations. The contractor shall fully cooperate with the Agency during an inspection.

## **SECTION 5 – PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS**

### **5.1 Proposal Contents**

#### **5.1.1 Proposal Summary**

Proposals must include a summarized letter of the contractor's proposal on company letterhead. The letter must be signed by an official of the contractor or a designated agent allowed to bind the company in a contract offer.

#### **5.1.2 General Expertise**

Proposals must include information for operations and services provided including the following:

- Detailed description of your company including location, services performed and length of time, and the number of staff employed.
- Detailed description of methods of recycling.
- List of equipment that your company owns to provide proposed services.
- Procedures for handling customer service issues, including the customer service representative(s) responsible for the Agency's account.

#### **5.1.3 Methods and Procedures**

Proposals must include information for proposed services including methods and procedures for transferring, receiving, processing, and marketing recyclable materials from the Agency or member community. At minimum, proposals must include the following:

- Provide a list of materials accepted. For each material, indicate if it is currently marketable or considered a contaminate.
- Proposed methods and procedures for transferring, processing, storing, handling, and marketing recyclable material including the staff who will complete this work and equipment or other resources to be used.
- Proposed methods and procedures to measure the quantity or weight of the material accepted, recycled, and landfilled and providing monthly reports to the Agency.
- Proposed frequency of material composition studies.
- Education and outreach methods to be employed to support the Agency's efforts.
- The type and level of assistance that will be requested of the Agency or member community.

#### **5.1.4 Use of Subcontractors**

If applicable, proposal must include expertise and experience of all sub-contractors to be employed. Otherwise, explicitly state if no sub-contractors will be used to provide proposed services.

#### **5.1.5 Contractor Exceptions**

If applicable, proposals must include exceptions to the conditions of this RFP or any applicable regulatory requirements or standards. Otherwise, explicitly state there are no exceptions to the conditions of this RFP or any applicable regulatory requirements or standards.

### 5.1.6 References

Proposals must include a minimum of three (3) references from companies, agencies, or communities for projects similar to the scope of work requested in this RFP. The Agency is not an acceptable reference if similar services have been provided in the past.

### 5.1.7 Other Information

Proposals may include any other information that will facilitate the Agency's review of the proposal and to assess a contractor's capability to provide proposed services in a safe and environmentally responsible manner.

### 5.1.8 Price and Terms of Agreement

Proposals must include a detailed description of costs for the service scenarios described in Section 2.1 – Service Scenarios, revenue share, if applicable, and term of agreement. In this RFP process, the prices submitted will prevail as the proposal price for all required labor, equipment, materials, and travel.

## 5.2 Proposal Preparation

Bidders must provide one electronic copy of the proposal with original signature(s). The electronic copy should be in Portable Document Format (PDF). Each section of the proposal, as detailed in subsection 5.1 Proposal Contents, must be clearly labeled. All requested information must be included and described thoroughly so the Agency can accurately evaluate the proposal.

## 5.3 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 proposal:

*"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(s) 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.

## 5.4 Proposal Authorization

Proposals must be signed by an officer of the company authorized to bind the submitter to its provisions. Proposals are to contain a statement indicating the period during which the proposal will remain valid. A period of not less than ninety (90) days is required.

Proposals by corporations must be executed in the corporate name by the president or vice-president (or other corporate officer) and the corporate seal shall be affixed and attested by a witness. The corporate address and state of incorporation must be shown below the signature.

Proposals by partnerships must be executed in the partnership name and signed by a partner. Their title must appear under their signature and the official address of the partnership must be shown below the signature.

## 5.5 Proposal Submission

Bidders must submit an electronic proposal to Alicia Presto at [alicia.presto@ecicog.org](mailto:alicia.presto@ecicog.org) with the subject line: Solid Waste Agency RFP Proposal. The electronic copy should be in Portable Document Format (PDF). Proposals will be accepted until May 29, 2026, at 2 PM. The Agency reserves the right to postpone the date and time for receipt of proposals through an addendum.

## 5.6 Withdrawal or Revision of Proposal Prior to and After Opening

A proposer may, without prejudice, withdraw, modify, or correct a proposal after it has been deposited with the Agency, but only prior to the proposal closing time. Modification or corrections of proposals may be made by means of facsimile or other written communications, provided such modifications or corrections are received prior to the closing time set for receiving proposals. No corrections to proposals will be acceptable unless each correction is signed or initialed by the proposer. If initialed, the Agency may require the proposer to identify any corrections so initialed. The withdrawal, modification, or correction of a proposal after the proposal closing time shall constitute a breach by the Proposer.

# SECTION 6 – EVALUATION

## 6.1 Evaluation Criteria

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 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:

- Cost (weighted 40%)
- Technical Feasibility, and Reliability (weighted 30%), and
- Experience; Financial Condition and Resources; and Management Capability (weighted 30%)

### **6.1.1 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.

### **6.1.2 Technical Feasibility and Reliability**

The criteria used to evaluate 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, and
- Capability of equipment and personnel assigned.

### **6.1.3 Experience; Financial Condition and Resources; and 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 RFP;
- 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; and
- Regulatory compliance history/status.

## **6.2 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 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.

## **6.3 Site Visit**

As part of the selection process, the Agency reserves the right, but not the duty, to inspect any equipment, facility, or service used by the proposer that would assist the proposer in providing services pursuant to their proposal. The Agency anticipates these site visits to occur in June 2026, if needed. The Agency will give the proposer 24 hours' notice if the Agency deems that a visit is needed.