

Waste Commission of Scott County

Employee Benefits Consultant

Request for Proposals

May 2018

**SECTION I
NOTICE OF REQUEST FOR PROPOSALS**

1.0 Receipt and Opening of Proposals

The Waste Commission of Scott County (Commission) is seeking proposals for an Employee Benefits Consultant. All proposals must be emailed to bdraheim@wastecom.com with Employee Benefits Consultant Proposal clearly identified in the reference line by 3:00pm (CST) on May 23, 2018, in order to be considered. Proposals sent via mail or facsimile will not be accepted.

1.1 Timeline

Name of Proposal	Employee Benefits Consultant
Date of Issuance	April 25, 2018
Deadline for Questions	May 9, 2018, 3:00 pm
Submit Questions to	bdraheim@wastecom.com
Deadline for Proposals	May 23, 2018, 3:00 pm
Submit Proposal to	bdraheim@wastecom.com

1.2 The Commission reserves the right to accept or reject any or all proposals and to waive any informality in proposals if such waiver does not substantially change the offer or provide a competitive advantage to any Company.

1.3 The Commission is not responsible for delays occasioned by email or any other means of delivery employed by the Proposer. Similarly, the Commission is not responsible for, and will not open, any proposal responses that are received later than the date and time stated above. Late proposals will be retained in the RFP file, unopened. No responsibility will be attached to any person for premature opening of a proposal not properly identified.

1.4 Proposals will be evaluated promptly after opening. After an award is made, a proposal summary will be made available to all companies who submitted a proposal. Proposals may be withdrawn any time prior to the scheduled closing time for receipt of proposals; no proposal may be modified or withdrawn for a period of sixty (60) calendar days thereafter.

**SECTION II
INSTRUCTIONS TO PROPOSERS**

2.0 Wherever requested throughout this document, a company representative who is authorized to bind the Company will sign on behalf of the company to indicate to the Commission that you have read, understand, and will comply with the Instructions and all Terms and Conditions attached hereto. The Commission reserves the right to reject any or all proposals, and to accept in whole or in part, the proposal, which, in the judgment of the proposal evaluators, is the most responsive and responsible proposal.

2.1 All Companies are required to submit a Certificate of Insurance with the proposal. (See page 10-11, which details the exact requirements).

2.2 This Request for Proposal (RFP) does not commit the Commission to make an award, nor will the Commission pay any costs incurred in the preparation and submission of proposals, or costs incurred in making necessary studies for the preparation of proposals.

2.3 Proposers are encouraged to keep proposals concise and to the point. Elaborate brochures are not needed and are discouraged.

2.4 Proposals shall include a table of contents and corresponding page numbers. Pages should be consecutively numbered and each page should have a footer indicating the name of the Proposer.

2.5 Addenda

Any matter of this proposal package that requires explanation or interpretation must be inquired into by the Company in writing by May 9, 2018 at 3:00 pm, CDT. E-mail all questions to Bobbi Draheim, Administrative Services Coordinator, at bdraheim@wastecom.com. Any and all questions will be responded to all Companies. All responses that you receive shall become a part of the Contract Documents and shall be acknowledged in the Company's proposal. All responses will be posted on the Commission's website, www.wastecom.com. It is the Proposer's responsibility to check for responses.

2.6 Important Exceptions to Contract Documents - The Company shall clearly state in the submitted proposal any exceptions to, or deviations from, the minimum proposal requirements, and any exceptions to the terms and conditions of this RFP. Such exceptions or deviations will be considered in evaluating the proposals. Any exceptions should be noted in the Company's proposal. Companies are cautioned that exceptions taken to this RFP may cause their proposal to be rejected.

2.7 Incomplete Information - Failure to complete or provide any of the information requested in this RFP, including references, and/or additional information as indicated, may result in disqualification by reason of "non-responsiveness".

SECTION III SPECIAL TERMS AND CONDITIONS

3.0 Term of Contract for the work to be performed under this Contract shall commence upon Notice to Proceed and shall continue through June 30, 2019. The Commission and the Contractor may agree to extend the time for performance on an as-needed basis for 1 year periods by mutual agreement. A Letter of Agreement, prepared by the Commission and signed by the Commission Director shall become the document that authorizes the contract to begin, assuming the insurance requirements (if applicable) have been met. Each section contained

herein, any responses and the proposal from the successful Proposer shall also be incorporated by reference into the resulting agreement.

3.1 Agreement Forms - If a Proposer intends to request that the Commission enter into any agreement form in connection with this award, the form must be submitted with the proposal for review by the Commission's legal counsel during the evaluation of proposals.

Proposers are advised that in the event any such agreement contradicts the Commission's requirements, the proposal may be rejected due to the contradiction unless Proposer indicated deletion of such clauses.

If no agreement form is included with the proposal, no such form will be approved by the Commission during the evaluation or award processes, or following award of services.

3.2 Term of Payment: Services authorized under this process shall be paid for at the successful completion of each milestone and upon receipt of an original invoice within thirty (30) days and after services are delivered and accepted. The invoice shall clearly state a detailed description of the work.

3.3 HIPAA Compliance: Proposer agrees to enter into a HIPAA Business Associate Agreement with the Commission. This Agreement is intended to create a chain-of-trust partner agreement with respect to exchanged "Protected Health Information" whereby all parties to this Agreement agree to protect the integrity and confidentiality of all protected health information exchanged. The Business Associate agrees to assess potential risks and vulnerabilities to the individual health data in its possession and develop, implement, and maintain appropriate security measures.

SECTION IV TECHNICAL INSTRUCTIONS AND REQUIREMENTS

4.0 Background

The Commission currently employs 54 full-time employees and 11 part-time employees. Permanent, full-time employees are eligible for group health, dental, vision, life with accidental death and dismemberment insurance, voluntary supplemental life, and short-term and long-term disability insurance. Additionally, employees may choose to participate in a Flex Savings/§ 125 Plan. Retirees are eligible to continue health, dental, and vision through the Commission at COBRA rates. The employer and employees share the cost of the Commission's group health plan.

The Commission currently offers two fully-funded plan options through Wellmark BlueCrossBlueSheild. One is a traditional PPO plan and the other is a HSA compatible PPO plan. We have a Business Associate Agreement with Delta Dental Plan of Iowa and VSP.

The Commission's life/AD&D and disability insurance policies are coordinated through Unum.

The Commission currently self-administers COBRA. The Commission currently has no COBRA enrollees, and has had approximately 3 plan members enrolled under COBRA over the past 10 years.

4.1 Objective

The Commission is issuing this RFP for a responsible and qualified Independent Health Care Benefits Consultant to develop a health care strategy, prepare bid specifications, and support the Commission staff in executing the plan.

Our goal is to select a consultant with expertise in employee benefits that can provide benefit options supported by fact driven analysis. The Commission must remain competitive as an employer while controlling benefit costs. The consultant should be prepared to discuss the issues of fully-funded plans, self-insured plans, and partially self-insured plans.

All proposals will be evaluated on qualifications, background, and prior experience in conducting similar services; project approach; references; and cost of services. The lowest bid might not be the deciding factor in the Commission's final selection of a consultant. Experience with public sector agencies, particularly Iowa counties or cities, is highly desirable.

It is anticipated that a consultant will be selected by July 1, 2018. Following notification of the firm selected, it is expected that an agreement will be executed between both parties and be in place by August 1, 2018.

4.2 Scope of Work

The Commission may elect to award all or only a portion of the scope of services proposed. Please acknowledge your understanding of this provision. For this reason we ask that you provide a lump sum price for each milestone segment of the scope of services as described herein.

Part I: Review of Plan Design and Utilization—Identification of Opportunities to Impact Plan Cost Drivers

A. Plan Design

The consultant will analyze the key drivers of plan costs and the cost-effectiveness of current plan design as well as evaluate innovative plan design alternatives.

Analyze and negotiate contract rates, features, and renewal terms in coordination and collaboration with the Commission's staff. Based upon consultant input and recommendations, the respective benefits staff will evaluate program features, analyze terms, and assist in the negotiation process based upon a technical understanding of the contract terms and desired objectives and outcomes.

The consultant must have strong technical knowledge of all respondents, subsequent contract terms, as well as the ability to benchmark rates and services. Areas of particular complexity are: hospital, network, pharmacy benefit management, wellness and disease management contracting. The consultant shall have sufficient resources to negotiate optimal contract arrangements.

B. Data

Review the health plan's "pre-renewals" received from the incumbent carrier along with historical claims, utilization, and census data. The purpose of this pre-renewal "scrub" is to determine if the renewal calculations and assumptions are valid, based upon the plan's experience and competitive based upon trend factors and underwriting analysis.

Part II: RFP Preparation, Issuance, and Evaluation

Prepare an RFP document for benefit products and services. Identify and provide preliminary listings of best-in-class vendors in specific product and service areas being marketed and/or those vendors best suited to fulfill the direction and vision of the respective benefit plans. The consultant will have knowledge and experience of the carriers and/vendors providing the required services; Receive and evaluate respondent proposals for best accuracy, completeness, terms, financial implications, and competitiveness; Prepare written analysis of proposals for use by the Commission; and Present the advantages and disadvantages of the respondents. Experience with preparing and evaluating health plan administration RFPs is desirable.

Provide a timeline for issuance and review of the RFP. The Commission's current open enrollment period is in December for a calendar year renewal.

Part III: Implementation

Work with the Commission and contracted vendors to implement changes based upon the outcome(s) of the RFP process. This includes services through the implementation phase of a change in vendors and/or carriers.

Participate, as requested, in employee meetings and health care contract negotiations.

Prepare clear communications and materials to support implementation of changes.

Assist with Benefit Plan Booklet development and finalization.

Contract language assistance or review as requested.

Part IV: Servicing of Account

The Commission reserves the right under the terms of this RFP to request duties unrelated to this defined set of consulting services. The Scope of these services and related cost will be

agreed to prior to the consultant performing any work. It is desirable to quote costs associated with each of the following individual services at this time.

- a. Review of renewals and negotiation with vendors
- b. General consulting on unusual benefit questions and/or new benefit concepts
- c. Legislative and administrative compliance assistance
- d. Beyond the Scope of Services, what additional services would you anticipate for a client like the Commission? What would be the estimated cost of those additional services?

4.3 Silence of Specifications

Commercially accepted practices shall apply to any detail not covered in this specification and to any omission of this specification. Any omission or question of interpretation of the specification that affects the performance or integrity of the service being offered shall be addressed in writing and submitted with the Proposal.

SECTION V METHOD OF EVALUATION

5.0 Proposal Evaluation Criteria - In general, the proposals will be evaluated based on, but not limited to, the general evaluation criteria stated below and the completeness, clarity and content of the proposal.

- Experience with providing benefit-consulting services to governmental entities.
- Outcomes demonstrated with other clients. Please include business references and describe services and results provided.
- Delivery of services. Include a narrative description of services, methodology, and completion for each scope area.
- Expertise of key personnel.
- Total cost to the Commission.
- Responses to overall proposal and compliance with submission guidelines.
- Proposal presentation: completeness, organization, appearance, etc.

5.1 The Commission reserves the right to use both primary and secondary suppliers or to otherwise use multiple sources to protect the Commission's overall interests.

5.2 Financial terms will not be the sole determining factor in the award. To determine the award the Commission will use a proposal evaluation method that will enable them to award a contract to the Proposer offering services and experience that represents the best overall value to the Commission.

5.3 Proposal Evaluation Procedures - Proposals will be evaluated by a Proposal Evaluation Team (hereinafter referred to as the Team) using the "Proposal Evaluation Criteria" as listed above. Team members will evaluate each proposal based on their experience and judgment of how well the proposal addresses the Commission's requirements. Each prospective company is

assured that any proposal submitted will be evaluated independently using the best available information and without any foregone conclusions.

Consideration will also be given to written clarification provided during the evaluation process and input from staff or other persons judged to have useful expertise that should be considered in a responsible, fair assessment of the relative merits of each proposal.

The Team may arrange demonstrations and/or conference calls with representatives of the companies whose proposals are deemed to be within the competitive range. The purpose shall be the clarification of any aspect of the proposal that is deemed to have a material bearing on arriving at a fair determination of which proposal offers the best overall value. In addition, each Proposer deemed to be within the competitive range may be invited to submit a “best and final offer” if such seems appropriate under the clarifications issued to the provisions and specifications of this solicitation.

5.4 A Proposer’s submission of a proposal constitutes its acceptance of this evaluation technique and its recognition and acceptance that subjective judgments will be used by the evaluators in the evaluation.

5.5 Contract Award

Award of contract shall be made to the most responsible and responsive proposal from a Company whose proposal offers the greatest value to the Commission with regard to the criteria detailed and the specifications set forth herein. The Commission may select a Proposer based on an “all or none” proposal, on individual responses, or as is otherwise deemed to be in the best interest of the Commission.

The process of awarding the Contract shall be as follows:

- The evaluation team shall determine which Proposer has submitted the best proposal using the criteria set forth herein.
- A contract (Letter of Agreement) will be negotiated with the selected Proposer.
- The Commission Director executes the Letter of Agreement.
- The Commission issues a notice to proceed to commence the work.

SECTION VI FINANCIAL AND NON-FINANCIAL PROPOSAL

6.0 Financial Proposal: This portion of the Company’s proposal shall include ONLY the proposed cost.

- Full Disclosure - Full and complete disclosure and transparency is required. Please identify any national agreements you may have and as a result, if you would receive any commissions from any contracted carriers and/or vendors as an offset to your fees. If you have the potential to receive any commissions or offsets from any of our benefit contract, we require full disclosure and the right of approval based upon our operating

philosophies. If accepted, your annual fee would be adjusted and/or reduced by the commissions received.

- Due to conflict of interest concerns, we will contract only with a consultant/broker who provides full disclosure. While we prefer a straight fee for service basis, we do recognize that commissions are a standard practice within the insurance industry and therefore require complete transparency with regard to compensation received by any carrier or vendor for business placed with our group.
- Please identify if the consultant respondent will use any third party vendors for any of the services required under the RFP. If so, provide information on when and how would they be used and how will they be compensated.
- The Commission recognizes that at times various projects and services may develop that are not part of the proposed Scope of Services. State the current hourly billing rates for each level of employee that may be involved in conducting additional services.
- Describe additional costs, if any, which may be charged for minor requests/questions that require minimal research time.

6.1 Non-Financial Proposal: This portion of the proposal may be organized in a format determined by the Proposer, but should include all materials of the proposal relating to the services proposed, specifications, requirements, service plan, experience, qualifications, and other information of a non-financial nature including the response to each of the questions listed below. Also include in this portion an implementation schedule detailing all key project milestones in a timeline form that clearly indicates the start and completion of all events necessary to accomplish the scope of this proposal.

- Describe your firm, its history and size, the locations in which it operates, and the number of employees.
- Provide the location of the office from which consulting services will be provided. Explain how your firm will service the Commission if representatives are not located within Iowa or the Quad-Cities region.
- Provide information on principal consultant who would be responsible for the Commission's account, including their professional background and experience. Specifically include the individual's experience dealing with public employers. If you expect to utilize other personnel to accomplish the duties specified in this RFP, provide the same information requested above for each of the personnel listed.
- Provide the current number of clients serviced by the office that would be servicing our account, including the number of public and private sector clients.
- Please provide a minimum of five references, including at least one that is a previous client and one that is a municipality/county/quasi-governmental agency of a similar size, if available. In your references, include: reference name, contact name, address, phone number, e-mail address, and length of time associated with your organization.
- One area of interest for the Commission is determining the advantages and disadvantages of a fully-funded, self-funded, and partially self-funded plan. What role does your firm plan in communicating benefit and funding trends? Provide a description of how your firm assists clients in this area, along with a sample report you would offer

the Commission as part of this contract. Also include experience in creating cost benefit analysis for each proposed recommendation.

- Describe some of the recent innovative programs that you've helped design which have addressed your clients' specific needs (client names are not necessary).
- What is your experience with negotiating for services of: health care providers, third party administrators, utilization review, PPO's, stop loss, prescription drug discount, wellness programs, disease management programs, and flexible spending account carriers?
- What resources does your firm have available in the area of developing technical employee communications? Please provide examples.
- Describe any other facets of your organization and your firm's experience that are relevant to this proposal that have not been previously described and that you feel warrant consideration.

Documents to be submitted with this Proposal:

Financial Proposal

Non-Financial Proposal

Signature meeting all proposal requirements including but not limited to section 2.0

Certificate of Insurance (Refer to the following requirements)

SECTION VII

INSURANCE REQUIREMENTS

The Company, at its own expense, shall procure and maintain during the entire term of this Agreement and any extensions thereof, the following insurance so as to cover all risk which shall arise directly or indirectly from the Company's obligations and activities. Waiver of subrogation is required.

Workers Compensation and Employers Liability Insurance meeting the requirements of the Iowa Workers Compensation Law covering all the Company's employees carrying out the work involved in this contract.

General Liability Insurance with limits of at least \$1,000,000 per occurrence for Bodily Injury and Property Damage. Coverage for Premises, Operations, Products and Completed Operations shall be included. This coverage shall protect the public or any person from injury or property damages sustained by reason of the Company or its employees carrying out the work involved in this contract.

Professional Liability Insurance with 1,000,000 per claim limits is required to cover Company's Professional Liability.

Subcontractors: In the case of any work sublet, the Company shall require subcontractors and independent contractors working under the direction of either the Company or a subcontractor

to carry and maintain the same workers compensation and liability insurance required of the Company and name the Commission as additional insured under the General Liability.

Qualifying Insurance: Policies shall be issued by insurers authorized to do business in the State of Iowa and currently having an A.M. Best Rating of "A" or better. All policies shall be occurrence form. If Professional Liability coverage is written on a claims made policy form, the certificate of insurance must clearly state coverage is claims made and coverage must remain in effect for at least two years after final payment with the Company continuing to furnish the Commission certificates of insurance. The Company shall be responsible for deductibles and self-insured retentions in the Company's insurance policies.

Additional Insured: The Commission, its officers, and employees shall be named as additional insured on the Company's, subcontractor's, and independent contractor's general liability insurance policies. This provision does not apply to workers compensation insurance and professional liability insurance.

INDEMNIFICATION

The Company will indemnify and hold harmless Waste Commission of Scott County against claims, liabilities, injury or damage expenses arising from any negligence or errors or omissions of the Company.

SECTION VIII

GENERAL TERMS AND CONDITIONS

1. LANGUAGE, WORDS USED INTERCHANGEABLY - The word COMMISSION refers to the WASTE COMMISSION OF SCOTT COUNTY throughout these Instructions and Terms and Conditions. Similarly, PROPOSER and COMPANY refers to the person or company submitting an offer to sell its goods or services to the COMMISSION.
2. PROPOSER QUALIFICATIONS - No Proposal shall be accepted from, and no contract will be awarded to, any person, firm or corporation that is in arrears to the Commission upon debt or contract, that is a defaulter, assuery or otherwise, upon any obligation to the Commission, or that is deemed irresponsible or unreliable by the Commission. If requested, Proposers shall be required to submit satisfactory evidence that they have a practical knowledge of the particular supply/service proposal and that they have the necessary financial resources to provide the proposed supply/service as described in the attached Technical Specifications.
3. SPECIFICATION DEVIATIONS BY THE PROPOSER/OFFEROR - Any deviation from this specification MUST be noted in detail, and submitted in writing in the Proposal. Completed specifications should be attached for any substitutions offered, or when amplifications are desirable or necessary. The absence of the specification deviation statement and accompanying specifications will hold the Proposer strictly accountable to the specifications as written herein. Failure to submit this document of specification deviation, if applicable, shall be grounds for rejection of the item when offered for delivery. If specifications or descriptive papers are submitted with Proposals, the Proposer's name should be clearly shown on each document.

4. COLLUSIVE PROPOSAL - The Proposer certifies that the proposal submitted by said Proposer is done so without any previous understanding, agreement or connection with any person, firm, or corporation making a proposal for the same contract, without prior knowledge of competitive prices, and it is, in all respects, fair, without outside control, collusion, fraud or otherwise illegal action.
5. SPECIFICATION CHANGES, ADDITIONS AND DELETIONS - All changes in Proposal documents shall be through written responses and furnished to all Proposers. Verbal information obtained otherwise will NOT be considered in awarding of Proposals.
6. PROPOSAL CHANGES - Proposals, amendments thereto, or withdrawal requests received after the time advertised for Proposal Opening, will be void regardless of when they were emailed.
7. HOLD HARMLESS AGREEMENT - The Contactor agrees to protect, defend, indemnify and hold harmless the Commission, its officers and employees from any and all claims and damages of every kind and nature made, rendered or incurred by or in behalf of every person or corporation whatsoever, including the parties hereto and their employees that may arise, occur, or grow out of any acts, actions, work or other activity done by the Contractor, its employees, subcontractors or any independent contractors working under the direction of either the Contractor or subcontractor in the performance of this contract.
8. PROPOSAL REJECTION OR PARTIAL ACCEPTANCE - The Commission reserves the right to reject any or all Proposals. The Commission further reserves the right to waive technicalities and formalities in Proposals, as well as to accept in whole or in part such Proposals where it is deemed advisable in protection of the best interests of the Commission.
9. PAYMENTS - Payments will be made for all goods/services delivered, inspected and accepted within 30 days and on receipt of an original invoice.
10. MODIFICATION, RESPONSES & INTERPRETATIONS - Any apparent inconsistencies, or any matter requiring explanation or interpretation, must be inquired into by the Proposer in writing at least 72 hours (excluding weekends and holidays) prior to the time set for the Proposal Opening. Any and all such interpretations or modifications will be in the form of written response. All responses shall become part of the contract documents and shall be acknowledged in the proposal.
11. LAWS AND REGULATIONS - All applicable State of Iowa and federal laws, ordinances, licenses and regulations of a governmental body having jurisdiction shall apply to the award throughout as the case may be, and are incorporated here by reference.
12. SUBCONTRACTING - No portion of this Proposal may be subcontracted without the prior written approval by the Commission.
13. MODIFICATION OF AGREEMENT - No modification of award shall be binding unless made in writing and signed by the Commission.
14. CANCELLATION - Either party may cancel the award in the event that a petition, either voluntary or involuntary, is filed to declare the other party bankrupt or insolvent or in the event that such party makes an assignment for the benefit of creditors.
15. TERMINATION OF AWARD FOR CAUSE - If, through any cause, the successful Proposer shall fail to fulfill in a timely and proper manner its obligations or if the successful Supplier shall violate any of the covenants, agreements or stipulations of the award, the Commission shall thereupon have the right to terminate the award by giving written notice to the successful

Proposer of such termination and specifying the effective date of termination. In that event, and as of the time notice is given by the Commission, all finished or unfinished services, reports or other materials prepared by the successful Proposer shall, at the option of the Commission, become its property, and the successful Proposer shall be entitled to receive compensation for any satisfactory work completed, prepared documents or materials as furnished.

Notwithstanding the above, the successful Supplier shall not be relieved of liability to the Commission for damage sustained by the Commission by virtue of breach of the award by the successful Supplier and the Commission may withhold any payments to the successful Supplier for the purpose of set off until such time as the exact amount of damages due the Commission from the successful Supplier is determined.

16. TERMINATION OF AWARD FOR CONVENIENCE - The Commission may terminate the award at any time by giving written notice to the successful Supplier of such termination and specifying the effective date thereof, at least thirty (30) working days before the effective date of such termination. In that event, all finished or unfinished services, reports, materials(s) prepared or furnished by the successful Proposer under the award shall, at the option of the Commission, become its property. If the award is terminated due to the fault of the successful Proposer, termination of award for cause relative to termination shall apply. If the award is terminated by the Commission as provided herein, the successful Supplier will be paid an amount as of the time notice is given by the Commission which bears the same ratio to the total compensation as the services actually performed or material furnished bear to the total services/materials the successful Proposer covered by the award, less payments of compensation previously made.

17. FORCE MAJEURE - For the purpose hereof, force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act therefore; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class or kind specifically named or referred to herein, not within the reasonable control of the party affected.

A delay in or failure of performance of either party shall not constitute a default hereunder nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure.

The party who is prevented from performing by force majeure (i) shall be obligated, within a period not to exceed fourteen (14) days after the occurrence or detection of any such event, to give notice to the other party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and (ii) shall remedy such cause as soon as reasonably possible.

18. ASSIGNMENT - Proposer shall not assign this order or any monies to become due hereunder without the prior written consent of the Commission. Any assignment or attempt at assignment made without such consent of the Commission shall be void.

19. EQUAL OPPORTUNITY - The successful firm agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry or physical handicap.

20. EXTENSION - Any or all of the awards made as a result of this RFP may be extended for an additional period of time, for one year increments, if mutually agreed between the parties.

21. METHOD OF AWARDING/QUOTING - The Commission reserves the right to make awards based on the entire proposal or on an individual basis. However if you offer your proposal based on an "all or none" condition, the Commission may consider your proposal non-responsive and reject the entire proposal. The Commission reserves the right to reject any and all proposals or parts thereof. The Commission reserves the right to inspect Supplier's facilities prior to the award of this proposal. The Commission reserves the right to negotiate optional items with the successful Proposer

22. TAXES - The Waste Commission of Scott County is exempt from sales tax and certain other use taxes. Any charges for taxes from which the Commission is exempt will be deducted from invoices before payment is made.

23. PROPOSAL INFORMATION IS PUBLIC - All documents submitted with any proposal or proposal shall become public documents and subject to Iowa Code Chapter 22, which is otherwise known as the "Iowa Open Records Law". By submitting any document to the Waste Commission of Scott County in connection with a proposal or proposal, the submitting party recognized this and waives any claim against the Waste Commission of Scott County and any of its officers and employees relating to the release of any document or information submitted. Each submitting party shall hold the Waste Commission of Scott County and its officers and employees harmless from any claims arising from the release of any document or information made available to the Waste Commission of Scott County arising from any proposal opportunity.