



Request for Proposal

White Goods Recycling and Disposal Service

For five (5) solid waste facilities in the East Central Iowa Council of Governments (ECICOG) Solid Waste Planning Area including:

Benton County Landfill
Iowa City Landfill and Recycling Center
Iowa County Landfill
Jones County Solid Waste Transfer Station
Tama County Landfill

Released on April 23, 2018

Proposals Due May 11, 2018 by 2 PM

Issued By
East Central Iowa Council of Governments (ECICOG)
700 16th Street NE, Suite 301
Cedar Rapids, IA 52402

I. Introduction

The East Central Iowa Council of Governments (ECICOG) is seeking proposals from experienced, responsible, and qualified companies to provide loading, transport, processing, recycling, and disposal services of white goods managed by waste facilities in the ECICOG Solid Waste Planning Area. Proposals must include pricing for white goods recycling and disposal service.

In addition, waste facilities are seeking collection and recycling services for scrap metal and LP tanks. Proposals may include pricing for scrap metal and LP tanks service, if the contractor offers this service. Waste facilities will contract for white goods with the option of using the contractor for scrap metal and LP tanks.

Although this Request for Proposal is regional, each waste facility will choose a contractor and maintain an individual contract. A successful proposal does not guarantee a contract with all waste facilities. The five (5) waste facilities participating in this Request for Proposal are listed in Table 1.

Table 1: Participating Waste Facilities

Waste Facility	Location
Benton County Landfill	7904 20 th Avenue, Blairstown, IA
Iowa City Landfill and Recycling Center	3900 Hebl Avenue SW, Iowa City, IA
Iowa County Landfill	3369 Highway 6 Trail, Homestead, IA
Jones County Solid Waste Transfer Station	13859 Edinburg Road, Scotch Grove, IA
Tama County Landfill	2872 K Avenue, Toledo, IA

The schedule for this Request for Proposal is included in Table 2.

Table 2: Request for Proposal Schedule

Activity	Date
ECICOG issues Request for Proposal	April 23, 2018
Deadline to submit written questions to ECICOG	May 1, 2018
ECICOG posts answers to contractor questions on website	May 4, 2018
Proposal due date	May 11, 2018
Review proposals and select preferred contractor(s)	May 17, 2018
Visit preferred contractor facilities	May 21 – 25, 2018
Confirmation of preferred contractor by waste facilities	May 31, 2018

Participating ECICOG affiliate waste facilities seek a three (3) year contract with the option to extend one, three (3) year term. The initial contract term is July 1, 2018 through June 30, 2021.

II. Description

The intent of this Request for Proposal (RFP) is to provide for the safe removal, management, processing, recycling, and disposal of hazardous and non-hazardous materials from white goods collected by participating ECICOG affiliate waste facilities. Proposals must include pricing for white goods recycling and disposal service.

In addition, waste facilities are seeking collection and recycling services for scrap metal and LP tanks. Proposals may include pricing for scrap metal and LP tanks service, if the contractor offers this service. Waste facilities will contract for white goods with the option of using the contractor for scrap metal and LP tanks. Only white goods services will be under contract. Waste facilities will maintain the option of using the scrap metal and LP tanks service throughout the contract period, but is not obligated.

White Goods Definition

White goods as described under this proposal may include, but not be limited to refrigerators; freezers; air conditioning units; dehumidifiers; clothes washers; clothes dryers; microwave ovens; kitchen ranges; dishwashers; water heaters; furnaces; thermostats; commercial coolers; fluorescent light fixtures (excluding bulbs); PCB containing ballasts and capacitors; small consumer LP tanks; and commercial and research equipment as designated by affiliate waste facilities. Exotic commercial/research equipment will be identified and marked appropriately.

Scrap Metal Definition

Scrap metal as described under this proposal is any metal deposited at an ECICOG affiliate waste facility for recycling. Scrap metal may include, but is not limited to bicycles, bed frames, grills, lawn chairs, window frames without glass, pipe, fence wire, swing sets, box fans, lawn mowers, and engines.

Generation Estimate

The total number of white goods collected at participating ECICOG affiliate waste facilities are expected to be in the range of 7,000 to 9,000 units. This estimate does not guarantee a minimum. The collection of white goods in FY2017 at each facility is included Table 3.

Table 3: White Goods Amount by Facility in FY2017

Waste Facility	White Goods (Units)
Benton County Landfill	995
Iowa City Landfill and Recycling Center	4,200
Iowa County Landfill	968
Jones County Solid Waste Transfer Station	697
Tama County Landfill	584

III. Scope of Work

Service Requirements

1. The contractor shall provide any and all equipment, labor, materials and supervision necessary to properly collect, process, transport, recycle and/or dispose of white goods as defined in Section I from each affiliate waste facility as each facility may direct on an as-needed basis.
2. All white goods processing shall be conducted off-site.
3. The contractor shall provide all services in accordance with the Technical and Regulatory Requirements and Reporting and Record Keeping Requirements in Section III.
4. The contractor shall provide all loading services during the normal operating hours of each waste facility.
5. The contractor shall ensure that the white goods area at each waste facility is clean and free of debris after every loading event.
6. The contractor shall collect all white goods for off-site processing within ten (10) working days following contact by phone, email, or fax from each waste facility.
7. The contractor shall become the owner and generator of the white goods and related materials and waste once they are loaded into the contractor's collection vehicle.
8. The contractor shall provide described services to each waste facility pursuant to a written contract.
9. If scrap metal service is included in a proposal, the contractor shall provide the equipment and labor necessary to properly collect, transport, and recycle scrap metals (other than white goods) from each waste facility as each facility may direct on an as-needed basis. Participating ECICOG affiliate waste facilities may choose this optional service, but will not be obligated under contract.

Technical and Regulatory Requirements

The contractor will remove and recycle, destroy, or properly dispose of polychlorinated biphenyls (PCBs); chloro-fluorocarbon (CFC)/freon refrigerant gases; free mercury and mercury switch devices; asbestos, sulfur dioxide and ammonia refrigerant gases. The contractor will recycle or reuse the scrap metal from white goods collected at ECICOG affiliate waste facilities.

1. The contractor shall comply with all provisions in Chapter 567-118 "Discarded Appliance Demanufacturing" of the Iowa Administrative Code (IAC). The contractor shall obtain an Appliance Demanufacturing Permit in accordance with Subrule 118.2 IAC if the processing facility is located within Iowa.

Technical and Regulatory Requirements Continued

2. As referenced in Chapter 567-118, the contractor shall comply with all applicable and current EPA regulations specified in 40 CFR, Part 761, relative to the removal and disposal of polychlorinated biphenyl's (PCBs); 40 CFR, Part 82, relative to white goods refrigerant recycling and emissions control; and 40 CFR, Part 273, relative to free mercury and mercury switch devices removal.
3. Under no circumstances shall white goods be disposed, processed, or baled without first removing and recovering refrigerants; PCB capacitors and/or ballasts; asbestos; sulfur dioxide and/or ammonia refrigerant; and all free mercury and mercury switch devices.
4. The contractor shall comply with all applicable and current EPA regulations specified in 40 CFR, Parts 260-263 and Iowa Department of Transportation regulations found in 49 CFR, Parts 100-185, relative to the handling and transport of the materials being managed. Each vehicle used for the collection of white goods must have current valid vehicle registration affixed and be in compliance with all Iowa Department of Transportation vehicle requirements at all times.
5. The contractor shall comply with any and all legal and technical requirements regarding the services being provided.

Insurance Requirements

The contractor must obtain and maintain at their sole expense the following insurance:

1. Liability insurance for all trucks and motor vehicles used in the performance of such services in at least the following amounts: \$1,000,000 for injury to any one person; \$1,000,000 for property damage; total of \$2,000,000 for any one occurrence.
2. Public liability insurance of \$1,000,000 for injury to any one person; \$1,000,000 for property damage; total of \$2,000,000 for any one occurrence.
3. Environmental impairment liability insurance for sudden accidental occurrences in at least the following amounts: \$1,000,000 per incident and \$2,000,000 aggregate as applicable.
4. MCS90 endorsement for hazardous waste materials transport in the amount of \$5,000,000. This requirement applies to the contractor only if transporting hazardous materials removed from the white goods unit. The contractor must provide proof of subcontractor's insurance if the transport of hazardous materials is subcontracted.
5. Worker's compensation insurance that covers all persons employed by the contractor in connection with the services described in this Request for Proposal in the amount required by the State of Iowa.

Insurance Requirements Continued

Certificates of Insurance must be provided to waste facilities by the contractor for themselves and any subcontractors the contractor may utilize. Include the name of insurer and insurer's financial strength rating, e.g., "Rated A+ by A.M Best Co."

Reporting and Record Keeping Requirements

The contractor must submit quarterly reports to each waste facility identifying the following for all white goods processed:

- a) Total number of units
- b) Pounds of CFCs, Freon, and other refrigerants recovered by type
- c) Total weight and number of PCB capacitors and ballasts recovered
- d) Pounds of free or elemental mercury and the number of mercury switch devices removed
- e) Total amount of chromates, asbestos, and fluorescent light bulbs removed
- f) The end use or disposal destination for all hazardous materials
- g) The Certificate of Recycling or the Certificate of Destruction received in the preceding quarter
- h) Note changes of disposal facilities being utilized and definitions of all waste classification and disposal methods

Iowa City Landfill and Recycling Center Requirements

Additional requirements apply to the awarded contractor for the Iowa City Landfill and Recycling Center. Requirements include:

1. If awarded, the contractor must complete the City of Iowa City Contract Compliance Document. The document is included as an attachment to this Request for Proposal.
2. If awarded, the contractor must abide by the requirements of the City of Iowa Wage Theft Policy. The policy is included as an attachment to this Request for Proposal.

IV. Term of Agreement

The initial term of the contract will be three years, beginning July 1, 2018 through June 30, 2021. The successful contractor(s) agrees that participating ECICOG affiliate waste facilities may review and extend the contract for one, three (3) year term. Such renewal will be negotiated upon terms mutually agreeable to the waste facility(s) and the contractor(s). The right of participating ECICOG affiliate waste facilities to extend the term as set forth above does not constitute or imply any obligation.

V. Proposal Submission Requirements

Contact Policy

For questions related to this Request for Proposal, do not contact participating ECICOG affiliate waste facilities. Questions must be submitted to the East Central Iowa Council of Governments (ECICOG) in writing via mail, email, or fax by May 1, 2018 at 2 PM. Phone correspondence will not be accepted. Submit questions using the contact information in Table 4.

Table 4: Request for Proposal Questions Contact Information

Contact Person	Alicia Presto
Mailing Address	East Central Iowa Council of Governments Attn: Alicia Presto 700 16 th Street NE, Suite 301 Cedar Rapids, IA 52402
Email Address	alicia.presto@ecicog.org
Email Subject	White Good RFP 2018 Question
Fax Number	(319) 365-9981

After a question(s) is received by email, an email acknowledging the question was received will be sent to the email from which the question(s) was sent.

All questions and responses will be available on the ECICOG website at www.ecicog.org by May 4, 2018 at 2 PM. If there are no questions, ECICOG will post a notification indicating there were no questions about this Request for Proposal.

Proposal Deadline

Proposals must be received by 2 PM, May 11, 2018. The proposal must be submitted electronically to ECICOG using the contact information in Table 5.

Table 5: Proposal Submission Contact Information

Contact Person	Tom Gruis
Email Address	tom.gruis@ecicog.org
Subject	White Goods RFP 2018 Submission

After a proposal is received, an email acknowledging the proposal was received will be sent to the email from which the proposal was sent. No proposals may be withdrawn for a period of thirty (30) days following the proposal due date.

Proposal Requirements

1. The official name, address, phone and fax number, and email address of the company and its general manager
2. Types and sizes of white goods accepted and not accepted
3. Detailed explanation of the white goods processing and recycling programs including the following: location, handling and dismantling procedure, description of equipment, and qualifications of the personnel
4. Example of report documentation provided to other clients that reflects the reporting requirements (refer to Section III for Reporting and Documentation Requirements)
5. Identify the disposition, end markets, and management facilities for the hazardous and non-hazardous materials recovered from the white goods
6. List subcontractor(s) that will be used by the contractor for this project including name, address, phone number, email, contact person and evidence of registration or licensure
7. Statement of experience in field and list of clients for whom contractor has performed similar services including name, address, phone/fax numbers, and contact person for each client
8. Cost or revenue per unit to load, transport, and process white goods
9. If scrap metal service is included in a proposal, cost or revenue per ton to bale, transport, and recycle scrap metal. Indicate any restrictions on the metal accepted for recycling, e.g. fuel tanks, fence wire, etc.
10. If scrap metal service is included in a proposal, cost or revenue per unit to collect, transport, and recycle consumer LP tanks
11. Compliance history from the past three years with all applicable environmental regulatory requirements established by federal, state, and local governmental authorities
12. Proof of registration with the Iowa Department of Natural Resources (IDNR)
13. Proof of insurance (refer to Insurance Requirements in Section III)
14. Documentation indicating ability to obtain a performance bond for each contract equal to the annual estimated contract value. Posting of this bond will be required at the time of contract execution.
15. An example White Goods Recycling and Disposal Agreement is provided as part of this Request for Proposal. This example must be returned with comments, exceptions, and proposed alternative language clearly indicated on a marked-up copy. If exceptions are taken, alternate language must be provided. Failure to provide written comments on any part will mean that the language is acceptable and will not be subject to negotiation. If all language is acceptable, provide written comment to this effect.

VI. Selection Process

Review Committee

After the submission deadline, proposals will be provided to members of a review committee. The review committee will consist of a representative of each participating ECICOG affiliate waste facility and a staff person from the Environmental Services Department at ECICOG. The review committee will evaluate proposals using criteria described in the following section. Score sheets will be used to record the scores from each member of the review committee. Score sheets will be available upon request after July 1, 2018.

Selection Criteria

Evaluation of proposals will be based upon five (5) criteria with a total value of eighty (80) points. The criteria and points value include:

- ◆ Qualifications and experience of the company (20 points)
- ◆ Ability to provide services in a timely manner (10 points)
- ◆ Disposition, end markets, and management facilities for the hazardous and non-hazardous materials (20 points)
- ◆ Environmental compliance (20 points)
- ◆ Cost/value of services (10 points)

Proposals will be scored relative to other proposals on the evaluation criteria. Contractors may be contacted during this process to clarify items in their proposals.

The two (2) proposals with the highest evaluation scores will be the preferred contractors subject to a site visit. Evaluation of the site visit will be based on two (2) criteria with a total value of twenty (20) points. The criteria and points value include:

- ◆ Demonstration of de-manufacturing process (10 points)
- ◆ Demonstration of proper record keeping and reporting (10 points)

ECICOG anticipates proposal selection and contract negotiations will be complete by July 1, 2018. All firms will be notified in writing regarding results of the selection process. ECICOG and participating affiliate waste facilities reserve the right to reject any proposal if they determine, in their sole and absolute discretion, that the contractor is not properly qualified.

A proposal with a high evaluation score does not guarantee a contractor will be chosen by any or all participating ECICOG affiliate waste facilities. ECICOG and participating affiliate waste facilities reserve the right to accept the proposal, which in their sole and absolute judgment is the most responsible and best proposal, or to reject any and all proposals and alternatives and to waive or disregard irregularities or informalities in any proposal as they may deem in their best interest.

The evaluation process is designed to select a contractor to negotiate a contract for the loading, transport, processing and recovery/disposal of white goods. The selected contractor will have submitted the proposal that is in the best interest of the project and ECICOG's affiliate waste facilities. If a proposal does not satisfy the minimum requirements as set forth in this Request for Proposal, the proposal may be disqualified from further consideration at the discretion of the review committee.

Terms and conditions of a contract must be mutually agreed upon following evaluation, site visit, if requested, and selection. Failure of the parties to reach agreement may result in no award to the selected contractor.

Time Schedule

ECICOG and its participating affiliate waste facilities expect schedule included in Table 6.

Table 6: Request for Proposal Schedule

Activity	Date
ECICOG issues Request for Proposal	April 23, 2018
Deadline to submit written questions to ECICOG	May 1, 2018
ECICOG posts answers to contractor questions on website	May 4, 2018
Proposal due date	May 11, 2018
Review proposals and select preferred contractor(s)	May 17, 2018
Visit preferred contractor(s) facility	May 21 – 25, 2018
Confirmation of preferred contractor by waste facilities	May 31, 2018

City of Iowa City Contract Compliance Document
(To be completed by awarded vendor only)

General Policy Statement

It is the policy of the City of Iowa City to require equal employment opportunity in all City Contract work. This policy prohibits discrimination by the City's contractors, consultants and vendors and requires them to ensure that applicants seeking employment with them and their employees are treated equally without regard to race, color, creed, religion, national origin, sex, gender identity, sexual orientation, disability, marital status, and age.

It is the City's intention to assist employers, who are City contractors, vendors or consultants, in designing and implementing equal opportunity so that all citizens will be afforded equal accessibility and opportunity to gain and maintain employment.

Provisions:

1. All contractors, vendors, and consultants requesting to do business with the City must submit an Equal Opportunity Policy Statement before the execution of the contract.
2. All City contractors, vendors, and consultants with contracts of \$25,000 or more (or less) if required by another governmental agency) must abide by the requirements of the City's Contract Compliance Program. Emergency contracts may be exempt from this provision at the discretion of the City. Regardless of the value of the contract, all contractors, vendors, and consultants are subject to the City's Human Rights Ordinance, which is codified at Article 2 of the City Code.
3. Contracting departments are responsible for assuring that City contractors, vendors, and consultants are made aware of the City's Contract Compliance Program reporting responsibilities and receive the appropriate reporting forms. A notification of requirements will be included in any request for proposal and notice of bids.
4. Contracting departments are responsible for answering questions about contractor, consultant, and vendor compliance during the course of the contract with the City.
5. All contractors, consultants and vendors must refrain from the use of any signs or designations which are sexist in nature, such as those which state "Men Working" or "Flagman Ahead", and instead use gender neutral signs.
6. All contractors, consultants, and vendors must assure that their subcontractors abide by the City's Human Rights Ordinance. The City's protected classes are listed at Iowa City City Code section 2-3-1.

Suggested steps to assure Equal Employment Opportunities

1. Company Policy

Determine your company's policy regarding equal employment opportunities. Document the policy and post it in a conspicuous place so that it is known to all your employees. Furthermore, disseminate the policy to all potential sources of employees and to their subcontractors asking their cooperation. The policy statement should recognize and accept their responsibility to provide equal employment opportunity in all your employment practices. In regard to

dissemination of this policy, this can be done, for example, through the use of letters to all recruitment sources and subcontractors, personal contacts, employee meetings, web page postings, employee handbooks, and advertising.

2. Equal Employment Opportunity Officer

Designate an equal employment opportunity officer or, at a minimum, assign someone the responsibility of administering and promoting your company's Equal Employment Opportunity program. This person should have a position in your organization which emphasizes the importance of the program.

3. Instruct Staff

Your staff should be aware of and be required to abide by your Equal Employment Opportunity program. All employees authorized to hire, supervise, promote, or discharge employees or are involved in such actions should be trained and required to comply with your policy and the current equal employment opportunity laws.

4. Recruitment

- (a) Let potential employees know you are an equal opportunity employer. This can be done by identifying yourself on all recruitment advertising as "as equal opportunity employer".
- (b) Use recruitment sources that are likely to yield diverse applicant pools. Word-of-mouth recruitment will only perpetuate the current composition of your workforce. Send recruitment sources a letter annually which affirms your commitment to equal employment opportunity and requests their assistance in helping you reach diverse applicant pools.
- (c) Analyze and review your company's recruitment procedures to identify and eliminate discriminatory barriers.
- (d) Select and train persons involved in the employment process to use objective standards and to support equal employment opportunity goals.
- (e) Review periodically job descriptions to make sure they accurately reflect major job functions. Review education and experience requirements to make sure they accurately reflect the requirements for successful job performance.
- (f) Review the job application to insure that only job related questions are asked. Ask yourself "Is this information necessary to judge an applicant's ability to perform the job applied for?" Only use job-related tests which do not adversely affect any particular group of people.
- (g) Monitor interviews carefully. Prepare interview questions in advance to assure they are only job related. Train your interviewers on discrimination laws. Biased and subjective judgments in personal interviews can be a major source of discrimination
- (h) Improve hiring and selection procedures and use non-biased promotion, transfer and training policies to increase and/or improve the diversity of your workforce representation. Companies must make sure procedures for selecting candidates for promotion, transfer and training are based upon a fair assessment of an employee's ability and work record. Furthermore, all companies should post and otherwise publicize all job promotional opportunities and encourage all qualified employees to bid on them.

Below for your information is a copy of Section 2-3-1 of the Iowa City Code of Ordinances which prohibits certain discriminatory practices in employment as well as a sample policy. Please note that the protected characteristics include some not mandated for protection by Federal or State law. As a contractor, consultant or vendor doing business with the City of Iowa City you are required to abide by the provisions of the local ordinance in conjunction with your performance under a contract with the City.

2-3-1: Employment; Exceptions:

- A. It shall be unlawful for any employer to refuse to hire, accept, register, classify, promote or refer for employment, or to otherwise discriminate in employment against any other person or to discharge any employee because of age, color, creed, disability, gender identity, marital status, national origin, race, religion, sex or sexual orientation. (Ord. 03-4105, 12-16-2003)
- B. It shall be unlawful for any labor organization to refuse to admit to membership, apprenticeship or training an applicant, to expel any member, or to otherwise discriminate against any applicant for membership, apprenticeship or training or any member in the privileges, rights or benefits of such membership, apprenticeship or training because of age, color, creed, disability, gender identity, marital status, national origin, race, religion, sex or sexual orientation of such applicant or member.
- C. It shall be unlawful for any employer, employment agency, labor organization or the employees or members thereof to directly or indirectly advertise or in any other manner indicate or publicize that individuals are unwelcome, objectionable or not solicited for employment or membership because of age, creed, disability, gender identity, marital status, national origin, race, religion, sex or sexual orientation. (Ord. 95-3697, 11-7-1995)
- D. Employment policies relating to pregnancy and childbirth shall be governed by the following:
 - A written or unwritten employment policy or practice which excludes from employment applicants or employees because of the employee's pregnancy is a prima facie violation of this title.
 - Disabilities caused or contributed to by the employee's pregnancy, miscarriage, childbirth and recovery therefrom are, for all job-related purposes, temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment or any written or unwritten employment policies and practices involving terms and conditions of employment as applied to other temporary disabilities.
- E. It shall be unlawful for any person to solicit or require as a condition of employment of any employee or prospective employee a test for the presence of the antibody to the human immunodeficiency virus. An agreement between employer, employment agency, labor organization or their employees, agents or members and an employee or prospective employee concerning employment, pay or benefits to an employee or prospective employee in return for taking a test for the presence of the antibody to the human immunodeficiency virus is prohibited. The prohibitions of this subsection do not apply if the state epidemiologist determines and the director of public health declares through the utilization of guidelines established by the center for disease control of the United States department of health and human services, that a person with a condition related to acquired immune deficiency syndrome poses a significant risk of transmission of the human immunodeficiency virus to other person in a specific occupation.
- F. The following are exempted from the provision of this section:

- Any bona fide religious institution or its educational facility, association, corporation or society with respect to any qualifications for employment based on religion when such qualifications are related to a bona fide religious purpose. A religious qualification for instructional personnel or an administrative officer, serving in a supervisory capacity of a bona fide religious educational facility or religious institution shall be presumed to be a bona fide occupational qualification. (Ord. 94-3647, 11-8-1994)
- An employer or employment agency which chooses to offer employment or advertise for employment to only the disabled or elderly. Any such employment or offer of employment shall not discriminate among the disabled or elderly on the basis of age, color, creed, disability, gender identity, marital status, national origin, race, religion, sex or sexual orientation. (Ord. 95-3697, 11-7-1995)
- The employment of individuals for work within the home of the employer if the employer or members of the family reside therein during such employment.
- The employment of individuals to render personal service to the person of the employer or members of the employer's family. (Ord. 94-3647, 11-8-1994)
- The employment on the basis of sex in those certain instances where sex is a bona fide occupational qualification reasonably necessary to the normal operation of a particular business or enterprise. The bona fide occupational qualification shall be interpreted narrowly. (Ord. 03-4105, 12-16-2003)
- A state or federal program designed to benefit a specific age classification which serves a bona fide public purpose. (Ord. 94-3647, 11-8-1994)
- The employment on the basis of disability in those certain instances where presence of disability is a bona fide occupational qualification reasonably necessary to the normal operation of a particular business or enterprise. The bona fide occupational qualification shall be interpreted narrowly. (Ord. 03-4105, 12-16-2003)
- Any employer who regularly employs less than four (4) individuals. For purposes of this section, individuals who are members of the employer's family shall not be counted as employees. (Ord. 08-4312, 8-11-2008)

Sample: Equal Employment Opportunity Policy

To all employees of _____

This Company and its employees shall not discriminate against any employee or applicant for employment based on his or her age, national origin, color, creed, disability, gender identity, marital status, race, religion, sex or sexual orientation. The antidiscrimination policy extends to decision involving hiring, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. Further, this Company and its employees will provide a working environment free from such discrimination.

All employees are encouraged to refer minority and women applicants and applicants with disabilities for employment.

The Equal Employment Opportunity Officer for _____ is:

Name: _____

Address: _____

Telephone Number: _____

Note: This is a sample only. You may wish to confer with your EEO officer or legal counsel to formulate a policy which specifically meets the needs of your company.

Assurance of Compliance

The following sets forth the minimum requirements of a satisfactory Equal Employment Opportunity Program which will be reviewed for acceptability.

With respect to the performance of this contract, the contractor, consultant or vendor agrees as follows: (For the purposes of these minimum requirements, "contractor" shall include consultants and vendors)

1. The contractor will not discriminate against any employee or applicant for employment and will take affirmative efforts to ensure applicants and employees are treated during employment without regard to their race, color, creed, religion, national origin, sex, sexual orientation, gender identity, disability, marital status, and age. Such efforts shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor; state that it is an equal opportunity employer.

Note: Contracts that are federally funded are subject to Executive Order No. 11246, as amended, and the regulations (see generally 29 U.S.C. § 1608 et seq.) and relevant orders of the U.S. Secretary of Labor. The Secretary of Labor, and not the City, enforces said regulations and orders.

3. **Provide a copy of your written Equal Employment Opportunity Policy Statement.**

Where is this statement posted?

4. Print the name, telephone number, email and address of your business' Equal Employment Opportunity Officer?

Name: _____

Phone Number: _____

Email: _____

Address: _____

5. The undersigned agrees to display, in conspicuous places at the work site, all posters required by federal and state law for the duration of the contract. NOTE: The City can provide assistance in obtaining the necessary posters.

6. How does your business currently inform applicants, employees, and recruitment sources (including unions) that you are an Equal Employment Opportunity employer?

The above responses to questions 1 through 6 are true and correctly reflect our Equal Employment Opportunity policies.

Business Name

Phone Number

Signature

Title

Print Name

Date

Wage Theft Policy

It is the policy of the City of Iowa City, as expressed by City Council Resolution No. 15-364 adopted on November 10, 2015, not to enter into certain contracts with, or provide discretionary economic development assistance to, any person or entity (including an owner of more than 25% of the entity) who has admitted guilt or liability or been adjudicated guilty or liable in any judicial or administrative proceeding of committing a repeated or willful violation of the Iowa Wage Payment Collection law, the Iowa Minimum Wage Act, the Federal Fair Labor Standards Act or any comparable state statute or local ordinance, which governs the payment of wages, for a period of five (5) years from the date of the last conviction, entry of plea, administrative finding or admission of guilt. (hereinafter “Wage Theft Policy”)

1. **Application.** The Wage Theft Policy applies to the following:
 - a. Contracts in excess of \$25,000 for goods, services or public improvements.
 - b. Contracts for discretionary economic development assistance. “Discretionary” economic development assistance shall mean any economic development assistance provided by the City of Iowa City that is not required by law.
2. **Exceptions.** The Wage Theft Policy does not apply to emergency purchases of goods and services, emergency construction or public improvement work, sole source contracts excepted by the City’s purchasing manual, cooperative/piggyback purchasing or contracts with other governmental entities.
3. **Affidavit.** **The contracting entity must complete the attached affidavit showing compliance with the Wage Theft Policy and submit it along with the request for bid or request for proposal required documents.**

Contract provision: Any contract to which this policy is applicable will include the following contract provision: If the City becomes aware that a person or entity (including an owner of more than 25% of the entity) has admitted guilt or liability or been adjudicated guilty or liable in any judicial or administrative proceeding of committing a repeated or willful violation of the Iowa Wage Payment Collection law, the Iowa Minimum Wage Act, the Federal Fair Labor Standards Act or any comparable state statute or local ordinance, which governs the payment of wages, within the five (5) year period prior to the award or at any time after the award, such violation shall constitute a default under the contract.

4. **Waivers.** If a person or entity is ineligible to contract with the City as a result of the Wage Theft Policy it may submit a request in writing indicating that one or more of the following actions have been taken:
 - a. There has been a bona fide change in ownership or control of the ineligible person or entity;
 - b. Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation(s);
 - c. Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default; or
 - d. Other factors that the person or entity believes are relevant.

The City Manager or Designee shall review the documentation submitted, make any inquiries deemed necessary, request additional documentation if warranted and determine whether a reduction in the ineligibility period or waiver is warranted. Should the City Manager or Designee determine that a reduction or waiver of the ineligibility period is warranted the City Manager or Designee shall make such recommendation to the City Council. The City Council will make a final decision as to whether to grant a reduction or waiver.

Wage Theft Affidavit

State of _____)

) ss:

_____ County)

I, _____, upon being duly sworn, state as follows:

1. I am the _____ (position) of _____ (“contracting entity”) and have the authority to execute this affidavit on behalf of said contracting entity and any person or entity with an ownership interest in said contracting entity of more than 25%.
2. Neither _____ (contracting entity) nor any person or entity with an ownership interest of more than 25% of said contracting entity has been adjudicated guilty or liable in any judicial or administrative proceeding of committing a repeated or willful violation of the Iowa Wage Payment Collection Law, the Iowa Minimum Wage Act, the Federal Fair Labor Standards Act or any comparable state statute of local ordinance, which governs the payment of wages in the last 5 years.

Signature

This instrument was acknowledged before me by

_____ on _____, 20____.

Notary Public in and for the State of _____

WHITE GOODS RECYCLING AND DISPOSAL AGREEMENT

This Agreement is made and entered into this first day of July, by and between the Waste Facility and the Contractor.

Whereas, the East Central Iowa Council of Governments issued a White Goods Recycling and Disposal Request for Proposal to evaluate potential contractors to provide loading, transporting, processing, recycling, and disposal services of white goods associated therewith; and

Whereas, the intent of this program is to provide for the legal and safe removal, management/processing, and recovery/disposal of hazardous and non-hazardous materials from white goods collected regularly by the Waste Facility; and

Whereas, in connection therewith, the Waste Facility desires to contract with the Contractor for certain collection, transportation, processing, recycling, and disposal services; and

Whereas, the Contractor is willing to provide such services on the terms and conditions hereafter set forth.

Now, therefore, in consideration of their mutual promises hereinafter set forth, the parties agree as follows:

I. Definitions

A. This Agreement and the Request for Proposal for White Goods Recycling and Disposal issued by the ECICOG on behalf of their member Waste Facilities and dated March 26, 2012, (“RFP”) and the Contractor’s Proposal submitted in response thereto (“Proposal”), incorporated herein by reference, shall comprise the Agreement by and between Contractor and Waste Facility. The Agreement contains the entire agreement of the parties and no amendment or modification of the Agreement shall be valid or effective unless in writing and signed by the parties thereto. Provided, if there is a conflict between the provisions of this Agreement and the other documents comprising the Agreement, the provisions of this Agreement shall control.

B. “White goods” shall be defined as defined in the RFP. (II. Project Discription)

C. “Scrap metal” shall be defined as defined in the RFP. (II. Project Discription)

II. Scope of Work

A. Contractor shall provide the services described in Section III of the RFP (“Scope of Work”) in the manner required by Section III of the RFP (“Scope of Work”).

B. All such services will be provided in a good worker like manner consistent with that level of care and skill ordinarily exercised by members of the trade or profession currently practicing under similar conditions.

- C. Contractor shall utilize only facilities in full compliance with applicable laws, or fully permitted hazardous waste treatment, storage and disposal facilities (TSDFS) under the Resource Conservation and Recovery Act, as amended, and the Toxic Substances Control Act, as amended.
- D. Contractor will perform all contracted services in accordance with all applicable federal state and local laws, rules, regulations and orders, including, but not limited to, those of the US Environmental Protection Agency, the US Department of Transportation, the Iowa Department of Natural Resources, and state and federal Occupational Health and Safety Authorities.
- E. Contractor will make every effort possible to avoid land disposal of materials recovered from the white goods. All PCB contaminated waste greater than fifty (50) PPM shall be incinerated.
- G. Contractor shall provide the Waste Facility with a detailed summary report on a quarterly basis as described in Section III of the RFP (“Scope of Work”). Contractor shall assist the Waste Facility in determining the source of inconsistencies between such report and Waste Facility records. Contractor shall provide timely copies of any and all records to the Waste Facility upon request.
- H. Contractor shall maintain all records required by law for a period of not less than five (5) years. Contractor shall provide the Waste Facility with originals or copies of all records and documents pertaining to performance of this contract. The Waste Facility shall be custodian of original documents where required by law.

III. Warranties and Representations

- A. Contractor represents and warrants that it is in full compliance with all applicable local, state and federal laws, regulations and orders.
- B. Contractor represents and warrants that it has all licenses, permits, registrations, and/or any other governmental authorizations required to provide the services under the Agreement.
- C. Contractor represents and warrants that it has the personnel, equipment, and financial resources to fully and satisfactorily provide services under this Agreement.

IV. Contractor Compensation

- A. For each white good processed by the Contractor pursuant to the terms of the Agreement, the Waste Facility shall pay the Contractor **To Be Determined** per unit.
- B. The Contractor will accept and process small consumer LP tanks at **To Be Determined**.

- C. Scrap metal recycling services are optional as outlined in the RFP. If the Waste Facility requests scrap metal recycling services, the Contractor will pay the Waste Facility the greater of **To Be Determined** per gross ton or 30% of the market price paid to the Contractor at the date of sale. A receipt from the scrap metal end market shall be attached to Contractor payment.
- D. The Contractor shall submit an invoice to the Waste Facility no later than ninety (90) days after collection/processing of the white goods. The Waste Facility will pay invoices within thirty (30) days of receipt, providing compliance with the Agreement. Five (5) percent of the invoice will be retained by the Waste Facility pending the receipt of all the following applicable documents from Contractor:
- Certificate of Destruction for PCB's;
 - Certificate of Recycling for CFC's;
 - Manifest completed by approved RCRA Hazardous Waste Disposal Facility for Hazardous Waste; and
 - Letter of final disposition for other materials.
- Upon receipt of the above and request for payment, Waste Facility shall make payment of the retained amount within thirty (30) days.

V. Insurance Requirements and Indemnification

- A. Contractor and all subcontractors used by the Contractor in providing services pursuant to the terms of this Agreement shall obtain and maintain at their sole expense the insurance described in Section III of the RFP ("Scope of Work"). Certificates of Insurance shall be provided to the Waste Facility by the Contractor for themselves and any subcontractors the Contractor may have utilized. Provision of such certificates shall be condition precedent to the Waste Facility obligations hereunder and shall be a condition precedent to the Contractor's commencement of services hereunder. The terms of this provision shall apply to the Contractor, and all subcontractors used by the Contractor, throughout the term of this Agreement.

The Waste Facility, its individual member entities, and their respective officials, departments, employees and agents shall be named as additional insureds in such policies. Coverage may not be terminated or changed by the Contractor except upon thirty (30) days written notice to the Waste Facility. The policy shall provide insurance to fully cover all operating exposures and any other liability related to operating and maintaining any collection, transfer and disposal services. The policy shall not contain any exclusions that will restrict coverage on any operations performed by the Contractor or any subcontractors, and shall be in a standard form policy provided for by a carrier approved by the State of Iowa. The Waste Facility's approval of the minimum insurance coverage provided for herein is not intended to and shall not in any way relieve, decrease or limit the liability of the Contractor. It is expressly understood that the Waste Facility does not in any way represent that the above-specified minimum insurance limits are sufficient or adequate to protect the interest or potential liabilities of the Contractor.

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

C. Contractor agrees to and shall hold the Waste Facility free and harmless, to indemnify and defend the Waste Facility from all liability for any claim that may arise by reason of injuries to any employees of the Contractor or its agents who may be injured while performing work or labor in connection with the Contractor's provision of services pursuant to this Agreement.

Such agreement to indemnify, defend and hold harmless shall extend to the Waste Facility and their respective officials, departments, employees and agents. The Contractor shall provide the Waste Facility with Certificates of Worker's Compensations Insurance including employer's liability. Provision of such evidence of coverage shall be a condition precedent to the Waste Facility's obligations hereunder and shall be a condition precedent to the Contractor's commencement of services hereunder.

D. Contractor shall hold harmless, indemnify and defend the Waste Facility, its individual member municipalities and all of their respective officials, departments, employees and agents from and against any and all damages, costs, claims, liens, fines, suits and the costs and expenses of such (including, without limitation, attorney's fees, consultant's fees, defense and settlement costs) that may arise by reason of or out of any action or inaction by Contractor or its agents, employees or subcontractors, including, without limitation, claims under CERCLA or any other environmental law.

E. To the extent allowed by law, the Waste Facility shall hold harmless and indemnify the Contractor from and against any and all damages, costs, claims, liens, fines, suits and the costs and expenses of such (including, without limitation, attorney's fees, consultant's fees, defense and settlement costs) that may arise by reason of or out of the negligent action or inaction by the Waste Facility or its employees.

F. The Contractor agrees that all final disposal facilities shall have at a minimum Environmental Impairment Liability Insurance in the amount of \$1,000,000 per occurrence, \$2,000,000 aggregate, covering all environmental exposures. The Contractor shall provide evidence of such coverage to the Waste Facility.

VI. Term of Agreement

The Agreement period will be from July 1, 2018 to June 30, 2021. The terms and conditions of the contract are agreed upon by the Waste Facility and Contractor per the extension proposal submitted by Contractor on February 4, 2015. Because the Waste Facility is a vital member of the ECICOG Solid Waste Planning Area, the interests of all affiliate waste facilities will be considered in the decision to renew.

VII. Inspection of Operations and/or Records

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

VIII. Termination of Agreement

- A. This Agreement shall terminate automatically as of midnight, June 30, 2021.
- B. This Agreement shall terminate automatically as of the date the Contractor makes a general assignment for the benefit of its creditors or proceedings are commenced in a court of competent jurisdiction for the reorganization, liquidation or voluntary dissolution of the Contractor, or for its adjudication as bankrupt, or for the appointment of a receiver of the property of the Contractor. Upon any termination under this provision, this Agreement shall not be or become an asset of the Contractor in the hands of any trustee or receiver.
- C. Either party shall have the right to terminate this Agreement at anytime for cause. Cause is defined as any breach by the other party of any provisions of the Agreement, including the warranties and representations, or the insolvency of the Contractor or reason set forth in paragraph VIII.(H). The terminating party shall exercise its right to terminate by written notice to the other party of its intent to terminate the Agreement. Such notice shall set forth the reason or reasons for such termination. The party receiving the notice shall have thirty (30) days following the receipt of such notification to remedy the cause for termination set forth in such notice and if such party shall fail within said thirty (30) days, to remedy such cause, this contract shall terminate.
- D. Upon termination of this Agreement under the provisions of this section or otherwise, the Waste Facility shall have no further obligations to the Contractor (except payment for services satisfactorily performed as of date of the written notice of termination and expenses incurred with prior written consent of the Waste Facility), provided, however, that termination shall not abrogate, impair, release or extinguish any debt, duty, obligation or liability of the Contractor to the Waste Facility hereunder which may have accrued prior to or arising before such termination, including, but not limited to, any such debt, duty, obligation or liability which was the cause of termination or which may arise out of such cause, and the Waste Facility shall have the right to withhold any payment or partial payment then due or to become due to the Contractor hereunder for application against any such debt, duty, obligation, or liability. The duty of the Contractor to indemnify, hold harmless and defend shall survive the termination of the Agreement.
- E. No right or remedy conferred upon the Waste Facility under the terms of this Agreement, including, but not limited to, the right to termination, shall be exclusive of any other right conferred upon the Waste Facility under the terms of this Agreement or by law or equity. All such rights are cumulative and no single exercise of any such right or remedy shall preclude the exercise of any other such right or remedy with respect to the same or any other breach by the Contractor.
- E. In the event of any termination of the Agreement, the Waste Facility shall have the right to forthwith take possession of copies of all records prepared by or used by the Contractor in the performance of the Agreement through the date of termination and the Contractor shall have the duty to provide same to the Waste Facility.

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

H. The Agreement may also be terminated by the Waste Facility for the following reasons: 1) Non-appropriation of funds and 2) Non-allocation of funds.

I. The Agreement may be terminated by the Waste Facility if the Contractor is not complying with the terms and conditions of the Agreement between Contractor and Waste Facility for like services.

J. The required Performance Bond in the amount of 100% of the annual estimated contract value of **To Be Determined** shall be posted at the time of contract execution and held by the Waste Facility through the contract period. Excluded from the performance bond is the scrap metal value. In the event the Contractor fails to perform the terms of this Agreement the Waste Facility shall have the right to make claim on the Performance Bond.

IX. Miscellaneous

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

B. **Relationship of Parties.** Nothing in this Agreement is intended, nor should it be interpreted or construed, as in any way to establish a partnership between the parties hereto or as constituting the Contractor as the agent, representative or employee of the Waste Facility or vice versa, for any purpose whatsoever. The Contractor is, and shall remain during the term of this Agreement, an independent Contractor with respect to the performance of the obligations hereunder and in its relationship to the Waste Facility.

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

D. **Resolution of Dispute.** Any controversy, claim or dispute between the parties, directly or indirectly, concerning this Agreement or the breach hereof or the subject matter hereof which cannot be resolved informally shall be adjudicated or formally settled in Linn County, Iowa.

F. **No Guarantee.** Nothing in this Agreement is intended and shall not in any event be interpreted or construed as any promise, guaranty, warranty or representation of delivery to the Contractor of any particular quantity or category of white goods or of the generation of any particular amount of revenue.

Contractor enters into this Agreement in sole reliance on its own skill, knowledge, judgment and investigation concerning all matters that a reasonable and prudent businessperson would investigate before entering into an agreement such as this.

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

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

H. **Notice.** Contractor shall designate in writing one individual as a primary contact for all matters relating to this contract and shall update such designation as necessary. Except as otherwise herein provided, all notices required or permitted to be served by either party or the other shall be in writing and shall be deemed given when hand delivered or when mailed by certified mail to the principal office of the party to which notice is given, as follows:

If to Contractor: Name:
 Address:
 Phone:
 Fax:

If to Waste Facility: Name:
 Address:
 Phone:
 Fax:

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

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

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

In witness whereof, the parties have executed this Agreement on the date first set forth above.

Waste Facility:

Contractor:

By _____

By _____

Subscribed and sworn to before me, a notary public in and for the State of _____, this _____ day of _____ 2018.

Subscribed and sworn to before me, a notary public in and for the State of _____, this _____ day of _____ 2018.

Notary Public

Notary Public

My appointment expires:

My appointment expires:

DRAFT