Request for Proposal
Electronics Management Services

For six (6) solid waste facilities in the East Central Iowa Council of Governments (ECICOG) Solid Waste Planning Area including:

- Benton County Landfill
- Cedar Rapids/Linn County Solid Waste Agency
- Iowa City Landfill and Recycling Center
- Iowa County Landfill
- Jones County Solid Waste Transfer Station
- Tama County Landfill

Released on April 7, 2022

Proposals Due April 29, 2022 by 3 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 electronics managed by solid waste facilities in the ECICOG Solid Waste Planning Area. Proposals must include pricing for electronics recycling and disposal service.

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 six (6) waste facilities participating in this Request for Proposal are listed in Table 1.

Table 1: Participating Waste Facilities

<table>
<thead>
<tr>
<th>Waste Facility</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Benton County Landfill</td>
<td>7904 20th Avenue, Blairstown, IA</td>
</tr>
<tr>
<td>Cedar Rapids/Linn County Solid Waste Agency</td>
<td>1954 County Home Road, Marion, IA</td>
</tr>
<tr>
<td>Iowa City Landfill and Recycling Center</td>
<td>3900 Hebl Avenue SW, Iowa City, IA</td>
</tr>
<tr>
<td>Iowa County Landfill</td>
<td>3369 Highway 6 Trail, Homestead, IA</td>
</tr>
<tr>
<td>Jones County Solid Waste Transfer Station</td>
<td>13859 Edinburg Road, Scotch Grove, IA</td>
</tr>
<tr>
<td>Tama County Landfill</td>
<td>2872 K Avenue, Toledo, IA</td>
</tr>
</tbody>
</table>

ECICOG and its participating affiliate waste facilities expect to follow the schedule included in Table 2.

Table 2: Request for Proposal Schedule

<table>
<thead>
<tr>
<th>Activity</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>ECICOG issues Request for Proposal</td>
<td>April 7, 2022</td>
</tr>
<tr>
<td>Deadline to submit written questions to ECICOG</td>
<td>April 21, 2022 by 12 PM/Noon</td>
</tr>
<tr>
<td>ECICOG posts answers to contractor questions on website</td>
<td>April 22, 2022 by 3 PM</td>
</tr>
<tr>
<td>Proposal due date</td>
<td>April 29, 2022 by 3 PM</td>
</tr>
<tr>
<td>Review proposals and select preferred contractor(s)</td>
<td>Completed by May 13, 2022</td>
</tr>
<tr>
<td>Visit preferred contractor facilities, if preferred by committee</td>
<td>Completed by May 31, 2022</td>
</tr>
<tr>
<td>Confirmation of preferred contractor by waste facilities</td>
<td>Completed by June 1, 2022</td>
</tr>
</tbody>
</table>

Participating ECICOG affiliate waste facilities seek a three (3) year contract with the option to extend two (2), three (3) year terms. The initial contract term is July 1, 2022 through June 30, 2025.

II. Description

The intent of this Request for Proposal (RFP) is to provide for the safe removal, processing, and management of hazardous and non-hazardous materials from electronics collected from residents by participating ECICOG affiliate solid waste facilities. This is not intended to be a substitute for established programs designed to reuse and/or re-sell computers and computer peripherals that possess a significant retail value before processing.
**Electronics Definition**

Electronics as described under this proposal include, but may not be limited to, the following:

- **Audio equipment**: cassette and CD players, radios, stereos
- **Visual equipment**: DVD players, VCR players, televisions (console and non-console; LCD, LED and Plasma screens)
- **Computer equipment**: computer monitors (CRT and LCD); central processing units (desktop and tower) laptops; computer peripherals including cables, drives, expansion/accessory cards, keyboards, memory, mice, modems, power supplies, battery back-up unit speakers; and any other materials directly related to personal computing
- **Office equipment**: copy/fax machines, printers, scanners
- **Small household electronics**: hair dryers, blenders, crock pots, curling irons, electronic razors, or other household items that can be plugged in
- **Telephones and cell phones**
- **Other**: cordless hand tools, battery packs, exterior and interior holiday lights

With respect to this Request for Proposals, electronics do **not** include:

- White goods (large appliances as defined by the Iowa Administrative Code, Chap. 118)
- Mainframe computers

**Generation Estimate**

The total number of electronics collected at participating ECICOG affiliate waste facilities are expected to be at least 1.1 million pounds. **This estimate does not guarantee a minimum.** The collection of electronics in 2021 at each facility is included Table 3.

<table>
<thead>
<tr>
<th>Solid Waste Facility</th>
<th>Electronics Collected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Benton County Landfill</td>
<td>21,567 lbs.</td>
</tr>
<tr>
<td>Cedar Rapids/Linn County Solid Waste Agency</td>
<td>715,580 lbs.</td>
</tr>
<tr>
<td>Iowa City Landfill and Recycling Center</td>
<td>281,790 lbs.</td>
</tr>
<tr>
<td>Iowa County Landfill</td>
<td>36,646 lbs.</td>
</tr>
<tr>
<td>Jones County Transfer Station</td>
<td>42,937 lbs.</td>
</tr>
<tr>
<td>Tama County Landfill</td>
<td>35,480 lbs.*</td>
</tr>
</tbody>
</table>

*Amount is from 2019 due to the August 2020 derecho destroying the electronics collection building. The new building will be constructed by July 2022 to restart the electronics recycling program.*
III. Scope of Work

Service Requirements

ECICOG affiliate solid waste facilities are requesting the following services:

1. The contractor shall provide any and all equipment, labor, and materials to properly load, transport, process and/or recycle electronics as defined in Section II from participating ECICOG members as each facility may direct on an as-needed basis.
2. At ECICOG member request, extend services and pricing to communities within the member’s service area for local community clean-up days.
3. Provide all loading services during the normal operating hours of each member’s solid waste and/or recycling facility. These hours may be changed by members without prior notice to the contractor.
4. Ensure that the electronics stockpile area at each facility is clean and free of debris after every loading event.
5. Provide containers, pallets, Gaylords, or trailers, etc. to store material for transport. At loading, provide comparable replacement containers.
6. Establish and staff an office for accepting calls during the business hours of 8 AM to 5 PM, Monday through Friday. There shall be recording equipment and/or an answering service to receive calls during non-business hours.
7. Pick-up all electronics for off-site processing within seventy-two (72) hours of contact by phone or email from the requesting facility or contact the facility within forty-eight (48) hours to make other arrangements.
8. Become the owner of the electronics and related materials once they are FOB at point of loading.
9. Prepare electronics for specific end-use markets. End-use markets must incorporate electronics into a re-use or recycling process. Incineration (unless pertaining to hazardous waste) and landfilling are not acceptable end-use markets. The contractor will retain any revenues realized from the sale of material to the end-use market.
10. Ensure integrity of the entire recycling chain, including downstream intermediaries and recovery operations such as smelters. The contractor shall only use companies that comply with applicable federal, state, and/or local environmental, health, and safety regulations.
11. If applicable, provide evidence that contractor has or is working on certification from a nationally recognized electronics recycling certification program such as R2 or BAN, or other industry acceptable certification process. If certification is in progress, provide evidence that certification will be in place by a certain date.
12. Provide the above-described services to each participating member pursuant to a written contract, the terms and conditions of which may not be identical for all participating members. Participating members may choose to collect different electronic discards from their residents. Failure of the contractor to perform satisfactorily under one such contract may be cause for termination of any and all other member contracts.
13. Allow for unannounced site inspections from representatives of participating members. Contractor shall make all its facilities and related documentation available for on-site and paper audits or designate a third-party auditor.
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. 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.

5. Certificate of insurance must be provided to the Commission/City by the contractor for themselves and any subcontractors the contractor may utilize. Separate certificates naming the Commission/City as an “additional insured” must be provided.

6. Provide a copy of the performance bond to the Commission reflecting the amount of the annual cost of their contract. Proof of purchase must be received within thirty (30) days of contract execution.

7. 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.”

Bond Requirements

Contract must obtain a performance bond for each participating member in an amount that reflects the annual value of the contract. Posting of bonds will be required within thirty (30) days of contract execution.

Reporting and Record Keeping Requirements

Submit complete and accurate monthly reports and/or invoices to each member, the exact requirement to be agreed upon, but may include the following:

- The total weight of all electronics collected and transported for processing
- An itemized list of collected materials
- A certificate of recycling

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. See Attachment 2.

2. If awarded, the contractor must abide by the requirements of the City of Iowa City Wage Theft Policy. The policy is included as an attachment to this Request for Proposal. See Attachment 3.
IV. Term of Agreement

The Agreement period will be from July 1, 2022 to June 30, 2025. The Agreement may be extended by each individual Commission/City for two (2), three (3) year terms by the Commission/City, if the terms and conditions of such renewals are agreed upon by the Commission/City and the Contractor. The Commission/City will provide written notice to the Contractor regarding its intention to renew or not renew the Agreement at least ninety (90) days prior to the end of the Agreement.

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 April 21, 2022 at 12 PM/Noon. Phone correspondence will not be accepted. Submit questions using the contact information in Table 4.

<table>
<thead>
<tr>
<th>Table 4: Request for Proposal Questions Contact Information</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Contact Person</strong></td>
</tr>
</tbody>
</table>
| **Mailing Address** | East Central Iowa Council of Governments  
Attn: Alicia Presto  
700 16th Street NE, Suite 301  
Cedar Rapids, IA 52402 |
| **Email Address** | alicia.presto@ecicog.org |
| **Email Subject** | Electronics RFP 2022 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 April 22, 2022 at 4 PM. If there are no questions, ECICOG will post a notification indicating there were no questions.

Proposal Deadline

Proposals must be received by 3 PM, April 29, 2022. The proposal must be submitted electronically to ECICOG using the contact information in Table 5.

<table>
<thead>
<tr>
<th>Table 5: Proposal Submission Contact Information</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Contact Person</strong></td>
</tr>
<tr>
<td><strong>Email Address</strong></td>
</tr>
<tr>
<td><strong>Subject</strong></td>
</tr>
</tbody>
</table>

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. Contact information: official name, address, phone, fax number, and email address of the company and its general manager

2. Statement of experience in field and list of five (5) clients for whom the contractor has performed similar services. Include name, address, phone, email address, and contact person for each client.

3. Completed Cost Proposal Form provided in Attachment 1.

4. Detailed explanation of handling and processing of electronics as they are recycled. Include the following: location, handling and dismantling procedures, description of equipment, and qualifications of personnel dedicated to this project.

5. Identify the disposition, end markets, and management facilities for the hazardous and non-hazardous materials recovered from the electronics.

6. The contractor’s last three (3) year history of annual tonnage received, percent recycled, percent reused, and percent of material disposed (the residual rate).

7. List of subcontractor(s), if applicable, that will be engaged by the contractor for this project. For each subcontractor, include name, address, phone number, email address, contact person, and evidence of appropriate registration or licensure.

8. List of any violations or citation the company has received within the last three (3) years.

9. If applicable, provide proof of certification through BAN, R2 Standards, or other industry acceptable certification process. If certification is in progress, provide evidence that certification will be in place by a certain date. If your company does not have a certification, please state you do not have a certification.

10. Proof of insurance as required in Section III. Scope of Work in this Request for Proposal.

11. Appropriate documentation indicating the ability to obtain a performance bond for each participating member in an amount that reflects the annual value of the contract. Posting of bonds will be required within thirty (30) days of contract execution.

12. An example Electronics Transportation and Recycling Agreement is provided as part of this Request for Proposal. See Attachment 4. 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

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, and they will be available upon request.
**Selection Criteria**

Evaluation of proposals will be based upon four (4) criteria with a total value of eighty (80) points. The criteria and points value include:

**Criteria for selection** of a contractor will be based upon the following information:

- The qualifications and experience of the company (25 points)
- Suitability of equipment and personnel to meet loading, transporting, processing and recovery/disposal needs; the ability to provide services in a timely manner; geographic location of the company will be considered in this criterion (20 points)
- Adherence to applicable state and federal regulations; past three (3) year compliance history; and possession of proper registrations, insurance, certifications, bonds, licenses and permits (15 points)
- Value of the contract services (20 points)

If a site visit is preferred by the committee, 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 recycling process (10 points)
- Demonstration of proper record keeping and reporting (10 points)

ECICOG anticipates proposal selection will be complete by June 1, 2022. 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 loading, transport, processing, recycling, and disposal services of electronics. 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 of a contractor. Failure of the parties to reach agreement may result in no award to the selected contractor.
Attachment 1 – Cost Proposal Form

For the pricing below, the undersigned proposes to provide all necessary collection, transportation, processing, and administrative services for electronic discards. No additional charges, such as fuel surcharges, may be added.

**Directions:** Check “Accept” or “Do Not Accept,” and insert the price for “Charge per Item” or “Payment per Item.”

<table>
<thead>
<tr>
<th>Electronic Item</th>
<th>Accept</th>
<th>Do Not Accept</th>
<th>Charge per Item</th>
<th>Payment per Item</th>
</tr>
</thead>
<tbody>
<tr>
<td>Computer monitor (CRT)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Computer tower</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Computer peripherals (mouse, modem, scanner, speakers, cables, etc.)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Television, console</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Television, non-console</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Television, LED</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Copy machine, large</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Copy machine, small desktop</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FAX, large on casters</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FAX, small desktop</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>VCR</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CD, DVD players</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Audio cassette players</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Printers</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Radios</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Stereo equipment</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Telephone</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cell phone</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cordless hand tools, battery packs, etc.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Exterior and interior holiday lights</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>“Other” plug-ins (vacuum cleaner, electric razor, blender, toaster, hair dryer, etc.)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Please list any items, not listed above, that you are NOT able to accept:**

Company Name:

Authorized Representative Signature:

Typed (Printed) Name:

Title:

Date:
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, par 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 of 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 employees 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.


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.

<table>
<thead>
<tr>
<th>Business Name</th>
<th>Phone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature</td>
<td>Title</td>
</tr>
<tr>
<td>Print Name</td>
<td>Date</td>
</tr>
</tbody>
</table>
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 ____________________
THIS AGREEMENT is made and entered into this first day of July 2022, by and between the Commission/City (the Commission/City) and Company Name (the “Contractor”).

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 electronics collected regularly by the Facility Name, and

WHEREAS, in connection therewith, the Commission/City 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 condition hereafter set forth.

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

I. DEFINITIONS
A. Agreement. This Agreement, the Request for Proposal for Electronics Management Services dated March ##, 2022, (“RFP”), and the Contractor’s Proposal submitted in response thereto (“Proposal”), incorporated herein by reference shall comprise the Agreement by and between Contractor and the Commission/City. 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 the Agreement and the other documents comprising the Agreement, the provisions of this Agreement shall control.
B. Electronics shall be defined as defined in the RFP (Section II. Project Description)

II. SCOPE OF WORK
A. The Contractor shall provide the services described in Section III of the RFP (“Scope of work”).
B. All such services will be provided in a good worker like manner consistent with the level of care and skill ordinarily exercised by members of the trade or profession currently practicing under similar conditions.
C. The Contractor shall utilize only companies that are in full compliance with applicable federal, state, and/or local environmental, health, and safety regulations.
D. The 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 the state and federal Occupational Health and Safety Authorities.
E. The Contractor will make every effort possible to process all electronics in accordance with the provisions of Section III, #9 of the RFP. In the event the Contractor shall change its plans with respect to marketing the processed material, it shall advise the Commission/City in writing in advance. The Contractor must describe the proposed marketing change, the reason(s) for changing markets, and any additional by-products that must be landfilled due to changes in processing. Under no circumstances shall the Contractor market any electronics collected hereunder (except by-products derived from processing) to a landfill or incinerator. The Contractor's failure to maintain acceptable end-use markets for the processed material shall be a breach of this Agreement.

F. The Contractor shall keep complete and accurate records showing the total weight of all material accepted for processing; an itemized list of number, size, and age of televisions, including consoles; an itemized list of number, size, and age of computer monitors, both CRTs, LCDs, and LEDs; and the weight of “other” material collected for processing from the City. The Contractor shall provide monthly invoices and/or reports to the Commission/City containing this information.

G. The Contractor shall maintain all records required by law for a period of not less than five (5) years. The Contractor shall provide the Commission/City with originals or copies of all records and documents pertaining to performance of this contract. The Commission/City shall be custodian of original documents where required by law.

H. The Contractor shall provide containers for the collection of electronics. Acceptable containers include, but are not limited to, pallets, Gaylord boxes, roll-off container(s), or trailer(s).

I. The Contractor shall load electronics deposited at members’ designated drop-off sites. Replacement collection containers will be delivered to members as necessary.

J. Transportation/Processing. The Contractor shall transport all electronics it loads/picks-up from the drop off sites (or the other locations designated by the City from time-to-time) to its facilities located at Facility Address. The Contractor shall process the electronics as described in the Proposal. The Contractor shall maintain all equipment used to process the electronics collected and transported to its facility in safe and sanitary conditions, and in good working order.

K. The Contractor shall respond to collection requests from the Commission/City within seventy-two (72) hours of contact by phone or email; OR contact the facility within forty-eight (48) hours to make other arrangements.

L. The Contractor shall perform such other duties as are hereinafter set forth.

III. WARRANTIES AND REPRESENTATIONS

A. The Contractor represents and warrants that it is in full compliance with applicable local, state and federal laws, regulations and orders.

B. The contractor represents and warrants that it has the personnel, equipment, and financial resources to fully and satisfactorily provide services under this Agreement.

C. If applicable, the Contractor shall provide evidence of certification from a nationally recognized electronics recycling certification program such as R2, BAN, or other industry acceptable certification process.
IV. CONTRACTOR COMPENSATION
For all services satisfactorily provided by the Contractor pursuant to the terms of the Agreement the Commission/City shall pay the Contractor in accordance with the schedule of fees set forth in “Attachment 1: Cost Proposal” attached hereto and incorporated herein by this reference. The Contractor shall submit an invoice to the Commission/City no later than thirty (30) days after collection/processing of the electronics. The Commission/City 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 Commission/City pending the receipt of all the following applicable documents from the Contractor:
- Manifest completed by approved RCRA Hazardous Waste Disposal Facility for Hazardous Waste
- Certificate(s) of recycling for all material recycled and
- Letter of final disposition for other materials.
Upon receipt of the above and request for payment the Commission/City shall make payment of retained amount within thirty (30) days.

V. INSURANCE AND BOND INDEMNIFICATION
The Contractor shall assume a 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 interest. The Contractor shall obtain and maintain, at their sole expense the following insurance:
A. Liability Insurance
   1. 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.
B. Workers’ Compensation Insurance. Worker’s compensation insurance which covers all persons employed by the contractor in connection with the services described in this RFP in the amount required by the State of Iowa.
C. Certificates of Insurance. Certificate of insurance must be provided to the Commission/City by the contractor for themselves and any subcontractors the contractor may utilize. Separate certificates naming the Commission/City as an “additional insured” must be provided.
D. Performance bonds. Provide a copy of the performance bond to the Commission/City reflecting the amount of the annual cost of their contract. Proof of purchase must be received within thirty (30) days of contract execution.

VI. TERMS OF AGREEMENT
The Agreement period will be from July 1, 2022 to June 30, 2025. The Agreement may be extended for two (2), three-year (36 month) terms by the Commission/City, if the terms and conditions of such renewals are agreed upon by the Commission/City and the Contractor. The Commission/City will provide written notice to the Contractor regarding its intention to renew or not renew the Agreement at least ninety (90) day prior to the end of the Agreement.
VII.  INSPECTION OF OPERATIONS AND/OR RECORDS
The Commission/City 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 of the Contractor's business. The Contractor shall cooperate fully with the Commission/City during the inspections.

VIII. TERMINATION OF AGREEMENT
A. This Agreement shall terminate automatically as of midnight, June 30, 2025, unless renewed pursuant to Section VI of this Agreement.

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 any time 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 VII. (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 Commission/City 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 Commission/City), provided, however, that termination shall not abrogate, impair, release or extinguish any debt, duty, obligation or liability of the Contractor to the Commission/City 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 Commission/City 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 Commission/City 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 Commission/City 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.

F. In the event of any termination of the Agreement, the Commission/City 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 Commission/City.

G. The Commission/City 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 Commission/City 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 Commission/City for the following reasons: 1) Non-appropriation of funds and 2) Non-allocation of funds.

I. The Agreement may be terminated by the Commission/City if the Contractor is not complying with the terms and conditions of the Agreement between Contractor and Commission/City.

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 Agency 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 Commission/City.

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 affect 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 County Name, Iowa (insert Commission’s/City’s county of location in Iowa).

E. 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 electronics 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: Contact Person
Address: Address
Phone: Phone Number
Email: Email

If to City:

Name: Contact Person
Address: Address
Phone: Phone Number
Email: Email

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. Note: City of Iowa City Agreement will address requirements in the City of Iowa City Contract Compliance Document, Attachment 2 of the Request for Proposal.

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 Commission/City. 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.

COMMISSION/CITY:

By: ______________________

Subscribed and sworn to before me, a notary public in and for the State of _______, this _______ day of ___ 2022.

Notary Public ______________________
My appointment expires: __________________

CONTRACTOR:

By: ______________________

Subscribed and sworn to before me, a notary public in and for the State of _______, this _______ day of _______________ 2022.

Notary Public ______________________
My appointment expires: __________