

**CONTRACTUAL AGREEMENT
FOR
RECYCLING SERVICES
BETWEEN
A-TEC RECYCLING
AND
IOWA STATE UNIVERSITY
THE UNIVERSITY OF IOWA
THE UNIVERSITY OF NORTHERN IOWA
THE IOWA DEPARTMENT OF TRANSPORTATION
THE IOWA DEPARTMENT OF ADMINISTRATIVE SERVICES
AND OTHER STATE AND CITY GOVERNMENT ENTITIES**

This Contractual Agreement for recycling services (hereafter referred to as "Agreement" or "Contract") is made and entered into by the date of the last parties signature by and between Iowa State University (ISU), the University of Iowa (SUI) the University of Northern Iowa (UNI), The Iowa Department of Transportation (IDOT), and the Iowa Department of Administrative Services (DAS) (hereafter referred to as "Generator" or "Generators") and A-Tec Recycling, Inc. (Hereafter referred to as "Contractor"). Additional city, county, and state government entitles may elect to contract with the Contractor as per the pricing and terms of this agreement.

IN CONSIDERATION OF the mutual promises and covenants contained herein, Generators and Contractor agree that this Contractual Agreement, Request for Proposal (RFP) No. RFQ-1000610, and Contractor's response to RFQ-1000610 combine to form a binding Contractual Agreement for recycling of lamps, ballasts, batteries, e-waste and other miscellaneous recyclables, with this Agreement serving as the governing document.

SECTION I - GENERAL INFORMATION

1.1 Contract Description. Contractor agrees to provide services on an as needed basis for the Generators named above as well as any other city, county, or state government agency in the state of Iowa as per the terms and conditions of RFQ-1000610, and this agreement, and that all parties Involved with recycling of materials have been provided with and agree to all terms and conditions of RFQ-1000610.

1.2 Contract Administrator.

Jamie Albertsen
Associate Director of Procurement Services
Iowa State University
1340 Administrative Services Building
Ames, IA 50011-1004
Telephone 515-294-8621
jamiea@iastate.edu

- 1.3 Term of the Agreement. The Contract shall commence upon completion of a signed agreement, and continue through October 31, 2025, with the option to renew for two additional one-year {1} period upon written mutual agreement based on successful performance.

SECTION II – CONTRACT SPECIFICATIONS

2.1 Pricing. Pricing will be based on Contractor’s response to RFQ-1000610 and is attached as Exhibit 1.

Recyclables not mentioned in this document or RFP referenced, but that are able to be recycled by the Contractor and are requested by a Generator, will be added to the contract at a price negotiated between the Generator and the Contractor.

Prices are firm for the duration of the contract. Prices include recycling costs, and any other fees associated with removing and recycling of materials. There is no additional charge for pick-up at multiple locations at the Generator(s) premises.

Additional Fees:

- Minimum invoice/pick-up amount will be \$100. For example, if material being picked-up equals \$90.00 according to the above pricing schedule, an additional \$10.00 will be added to the invoice to meet the minimum limit.
- \$100 emergency pick-up charge

There will be a 10% discount applied if Generator chooses to deliver materials to Contractor.

2.2 Containers. Contractor will provide shipping cartons, barrels, or containers at no cost to Generator. If Generator returns shipping container(s) damaged and completely ruined, Contractor will charge Generator Contractor cost for container. Fiber and steel drums/\$30 each; Gaylord boxes/\$10 each; and buckets/\$5 each.

2.3 Response time. Contractor guarantees to pick-up materials within 5 business days of notice from a Generator for universal waste, bulbs and ballasts unless delay is caused by an Act of God (flood, fire, natural disaster). Electronics recycling can be picked up within 48 hours of notice from a Generator if requested.

2.4 Time of Pick-Up and Frequency. Specific time and dates to be prearranged by mutual agreement between each Generator and Contractor. Pick-ups may be weekly, bi-weekly, or monthly. Smaller Generators may only require semi-annual pick-ups.

2.5 Holidays and Inclement Weather. Contractor shall make reasonable efforts to pick up materials at Generator(s) locations prior to inclement weather arriving, or immediately after when road conditions improve. No service during Federal recognized holidays.

2.6 Destination Facilities by Recyclable Type.

<p>Lamps A-Tec Recycling, Inc. 5745 NE 1-r", Des Moines, IA 50313 License/Permit #tA00000109827</p>	<p>Ballasts Veolia ES Technologies Highway 73, Port Arthur, TX 77643 License/Permit #TXD000838896</p>
<p>Computer Monitors/Components A-Tee Recycling, inc. 1745 NE 58th, Des Moines, IA 50313 License/Permit #77..CRT--01-14-CRP</p>	

- 2.7 Certificate of Conversion/Destruction. Certificates of recycling/destruction must be submitted with each invoice and include contact information, address, phone, EPA number.
- 2.8 Volume Reporting. Contractor will provide annual volume report by category of material picked-up for governmental units utilizing this agreement to ISU contract administrator. Report will be available in per piece, per pound or both units of measure. The report shall be available 30- business-days after June 30 of each fiscal year. Volume reporting information must also be made available to each entity that requests data on their own volume.
- 2.9 Generator(s) Responsibilities. Each Generator agrees to provide the following:
- a. Provide/obtain appropriate shipping containers when possible.
 - b. Place lamps in containers without breaking lamps.
 - c. Count lamps by categories and record.
 - d. Properly store any broken lamps in separate non-metallic containers to remain sealed until delivered to recycler.
 - e. Place other recyclables in appropriate containers, gaylords, or have them shrink-wrapped on pallets.
 - f. Provide recycler/transporter a convenient location to pick up all recyclables.
- 2.10 Contractor Responsibilities. Contractor agrees to provide Generator(s) the following:
- a. Provide shipping cartons, barrels, or containers upon request at no cost to Generator(s), unless returned damaged.
 - b. Pick-up and transport lamps and other recyclables to the recycling facility.
 - c. Recycle lamps to consistently produce decontaminated glass and metal. Maintain contracts with reputable vendors to take receipt of recovered materials.
 - d. Provide, prepare and process all paperwork required by all regulator agencies (including the Bill of Lading) for transportation of all recyclables.
 - e. Set up pick-up schedules with interested Generators. Contractor will call **a minimum of one day in advance** to confirm pick-up with each Generator.
 - f. Recycler will inform Generator on the day of pick-up of any unreasonable delays or canceled pickups resulting from adverse weather, full trucks, etc. Generators reserve the right to institute a 10% penalty, in the form of a discount on that pick-up, when not informed of delays of two hours or more from the set time, when not informed of canceled pick-ups, or when trucks scheduled to arrive at Generator's facility prior to 3:30 pm, do not arrive on- time, and no notice is given.
 - g. Incinerate all PCB contaminated materials in a TSCA incinerator.
 - h. Recycle materials in a way that minimizes what is landfilled.

- i. Contractor will report annually to all Generators the makeup and volume of each type of material recycled as mentioned above in section 2.8.
- j. Guarantee pick-up within 5 days for Generator request.

2.11 Transfer of Recyclables. Materials to be recycled will be transferred to the Contractor at the following locations. (Locations may be subject to change over time)

Iowa State University

E-Waste - Surplus Facility, 925 Airport Road, Ames, Iowa 50010-8217

All other items – Regulated Materials Facility, 2809 Daley Drive, Ames, Iowa 50011

University of Northern Iowa

All items – UNI Warehouse, 2412 West 27th Street, Cedar Falls, Iowa 50614

University of Iowa

CRT's - University Surplus, Mossman Business Services Building, 2222 Old Highway 218 South, Iowa City, IA 52242

Ballasts - Environmental Management Facility, 2260 Old Farmstead Road, Oakdale, IA 52319

Lamps - Two locations: General Stores, Mossman Business Services Building, 2222 Old Highway 218 South, Iowa City, IA 52242

University of Iowa Hospitals and Clinics

Shipping/Receiving Facility, 200 Hawkins Drive, Iowa City, IA 52242

Iowa Dept. of Transportation

All recyclables – Iowa DOT Complex, 800 Lincoln Way, Ames, Iowa 50010

Department of Administrative Services

All recyclables - Hoover Bldg., 3rd Floor, 1305 E. Walnut St., Des Moines, Iowa 50319

State Agencies will be using this contract and will have multiple pick-ups across the state.

Other Generators

To be determined as they contact awarded vendor to use contract. Contractor shall identify any additional costs for multiple pick-ups at any Generator(s) location

SECTION III – TERMS AND CONDITIONS

- 3.1 Assignment. This Contract (including any future amendments incorporated into the Contract) may not be assigned, transferred, sold, or subcontracted by Contractor without the prior written consent of the Generators. Should Contractor be purchased (in whole or in part) by another organization or should Contractor wish to assign, transfer, or subcontract the Contract to another Contractor, the Generators shall have the right to terminate the Contract upon reasonable written notification, without penalty to the Generators.
- 3.2 Amendments to the Contract. This Contract shall not be changed, modified, altered, or amended in any respect without the mutual consent of the parties hereto, which consent shall be evidenced by a written amendment to the Contract executed by both parties.
- 3.3 Indemnification. The Contractor shall indemnify and hold harmless the Generators and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from (A) the material non-performance, non-compliance or breach with terms and obligations of this Contract or (B) any negligent or wrongful act or omission of the Contractor or its subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person.
- Contractor's indemnification obligation shall not be limited in any way by any definition or boundary on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' compensation, disability benefits or other employee benefit acts.
- 3.4 Termination – Non-Appropriation of Funds. Notwithstanding any other provisions of this Contract, if funds anticipated for the continued fulfillment of this Contract are at any time not forthcoming or insufficient, either through the failure of the Iowa Legislature or the Federal government to provide funds or alteration of the program under which funds were provided, then the Universities shall have the right to terminate the Contract without penalty by giving written notice documenting lack of funding.
- 3.5 Severability of the Contract. In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Contract, but this Contract shall be construed as if such invalid or unenforceable provision had never been contained. Further, in the event that any provision of this Contract shall be held to be unenforceable by virtue of its scope, but may be made enforceable by a limitation thereof, such provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the laws of the jurisdiction in which enforcement is sought.
- 3.6 Laws. Terms and provisions of this Contract shall be construed in accordance with the laws of the State of Iowa, and any and all litigation or actions commenced in connection with this Contract resulting shall be instituted in the appropriate court(s) of the State of Iowa.
- 3.7 Access to Contractor Records/Audits. Contractor shall retain all records and documents and shall provide unlimited access, at all reasonable times and upon reasonable notice, to all accounting records and supporting documentation relating to the goods and services furnished during the term of this Contract and for a period of seven (7) years thereafter, unless required to retain for a longer period by state or federal statute. The Generators reserve the right to audit such records and employ the Auditor of the State of Iowa or any other

auditor the Generators deem appropriate to perform an audit of Contractor records. Should such audit disclose incorrect billings or improprieties, the Generators reserve the right to charge Contractor for the cost of the audit and pursue appropriate reimbursement. Evidence of criminal intent will be turned over to the proper authority.

- 3.8 Use of Name or Intellectual Property. Contractor shall not use the name or any intellectual property identifying the Generators, including, but not limited to, any of the Generator's trademarks or logos, or the name of any employees of the Generators in any publicity, advertisement or endorsement or as a business reference, without the expressed prior written consent of the Generators.
- 3.9 Code of Fair Practice. Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, age, sex, pregnancy, disability, genetic information, status as a U.S. veteran, service in the U.S. military, sexual orientation, gender identity, associational preferences, or any other classification that deprives the person of consideration as an individual. Contractor shall take affirmative action to ensure that applicants are employed and that the employees are treated during employment without regard to their race, creed, color, religion, national origin, age, sex, pregnancy, disability, genetic information, status as a U.S. veteran, service in the military, sexual orientation, gender identity, associational preferences, or any other classification that deprives the person of consideration as an individual except where it relates to a bona fide occupational qualification. In performance of this Contract, Contractor shall comply with provisions stipulated in Executive Order 11246, or amended by executive order 11375.

In the event of Contractor's noncompliance with the above nondiscrimination clause of this Contract or with any of the aforesaid or related regulations, this Contract may be canceled, terminated, or suspended in whole in part and Contractor may be declared ineligible for further agreements with the Generators. In addition, the Generators may take any actions or other sanctions as may be imposed or remedies invoked as provided by the Code of Iowa.

- 3.10 Most Favored Nation. Contractor represents that the terms, conditions and prices established under this Contract are equal to or better than those offered to other comparable colleges, universities or public institutions. If during the term of this Contract, Contractor offers more favorable terms, conditions or prices to another institution, comparable universities, teaching hospitals, colleges, and/or community colleges, Contractor agrees to notify the Generators. The Contract shall be amended to reflect the more favorable terms, conditions or prices.
- 3.11 Termination. If Contractor is adjudged bankrupt or makes a general assignment for the benefit of creditors or if a receiver is appointed on account of Contractor's insolvency, then the Generator may, after giving Contractor written notice, terminate this Contract, without penalty to the Generator.

If the Contractor has failed to deliver goods or services, has delivered non-conforming goods or services or is otherwise in material breach of this Contract, the Generator shall provide a 10-calendar day right to cure notice ("Cure Notice"). The Generator may, within their sole discretion, accept or reject any or all proposed cure actions. If after such 10-calendar day notice the Contractor continues to be in default, the Generator may, within their sole discretion, terminate the Contract without any further obligation or penalty and procure substitute services from another source and charge the difference between the contracted price and the market price to the Contractor.

With the mutual agreement of both parties, the Contract may be terminated on an agreed date prior to the end of the contract period without penalty to either party.

The Generator may terminate this Contract without penalty for any reason by giving a 30-calendar day notice.

- 3.12 Taxes. The Generators are exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on Contractor's employees' wages. The Generators are exempt from State and Local Sales and Use Taxes on the services. Tax Exemption Certificates will be furnished upon request.

Contractor certifies it is either (a) registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by the Code of Iowa Chapter 423; or (b) not a "retailer" or a "retailer maintaining a place of business in this state" as those terms are defined in the Code of Iowa §§ 423.1(47) & (48). The Contractor also acknowledges that the Generators may declare the Contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the Generators or its representative filing for damages for breach of contract.

- 3.13 Software Accessibility Software solutions, when provided to the Generators as a part of this Contract, shall be compliant with Federal statute Section 508 standards and W3C.org Web Content Accessibility Guidelines (WCAG 2.1 Level AA) for accessibility for persons with disabilities for the minimum level of accessibility. Please review the links provided for specifics related to these referred to standards and guidelines. WCAG guidelines www.w3.org/TR/WCAG20/ and Section 508 www.section508.gov/. The Generators reserve the right to request that the Contractor provide audit and/or test results that document the software's compliance and the testing methodology utilized.

- 3.14 Contractor's Responsibility Contractor shall obtain all necessary permits, licenses and other government approvals necessary to perform its obligations pursuant to this Contract, and comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any government authority.

- 3.15 Export Control. Contractor shall comply with all U.S. export control laws and regulations, including but not limited to the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 774, in the performance of this Contract. In the absence of available license exemptions/exceptions, Contractor shall be responsible for obtaining the appropriate licenses or other authorizations, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance. Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

Prior to disclosing or transferring to the Generators any hardware, technical data, software or product utilizing any hardware, technical data or software which is subject to export controls under federal law, Contractor shall notify the Generators in writing of the nature and extent of the export control. The Generators shall have the right to decline any such technical data or product utilizing such data. In the event Contractor sends any such technical data or product that is subject to export control, without notice of the applicability of such export control, the Generators have the right to immediately terminate this Contract.

- 3.16 Insurance. Requirements: The Contractor and any subcontractor, shall maintain in full force and effect, with insurance companies licensed by the State of Iowa, at the Contractor's expense, insurance covering its work during the entire term of this Contract and any extensions or renewals. The Contractor's insurance shall, among other things, be occurrence based and shall insure against any loss or damage resulting from or related

to the Supplier's performance of this Contract regardless of the date the claim is filed or expiration of the policy. Policy shall name the Generators, State of Iowa and their agencies as additional insureds with respect to all operations and work hereunder and shall provide that such insurance applies separately to each insured against whom claim is made or suit is brought. Additional insured form CG 2026 or equivalent are required and must be attached to the certificate.

Types and Amounts of Insurance Required: Unless otherwise requested by the Generators in writing, the Contractor shall cause to be issued insurance coverage's insuring the Contractor and/or subcontractors against all general liabilities, product liability, personal injury, property damage, and (where applicable) professional liability in the amount of One Million Dollars (\$1,000,000) on the Contract Declarations and Execution page for each occurrence. In addition, the Contractor shall ensure it has any necessary workers' compensation and employer liability insurance as required by Iowa law. Prospective Bidders shall maintain until contract completion, Comprehensive Commercial General Liability Insurance and Automobile Liability Insurance in the amount not less than Two Million Dollars (\$2,000,000) for injuries, including accidental death, to any one person and subject to the same limit for each person, and in an amount not less than One Million Dollars (\$1,000,000) on account of any one occurrence. Property damage liability insurance shall be in the amount not less than One Million Dollars(\$1,000,000).

Certificates of Coverage: All insurance policies required by this Contract shall remain in full force and effect during the entire term of this Contract and any extensions or renewals thereof and shall not be canceled or amended except with the advance written approval of the Generators. The Contractor shall submit certificates of the insurance, which indicate coverage and notice provisions as required by this Contract, to the Generators upon execution of this Contract. The certificates shall be subject to approval by the Generators. The insurer shall name the Generators in the certificate that no cancellation of the insurance will be made without at least thirty (30) days' prior written notice to the Generators. Approval of the insurance certificates by the Generators shall not relieve the Contractor of any obligation under this Contract.

Waiver of Subrogation Rights. The Contractor shall obtain a waiver of any subrogation rights that any of its insurance carriers might have against the Generators. The waiver of subrogation rights shall be indicated on the certificates of insurance coverage supplied to the Generators.

- 3.17 Packaging, Transportation, and Handling All packaging, transportation and handling of hazardous materials shall be in accordance with applicable federal and state regulations including, but not limited to, the Material Safety Data Sheet provision of O.S.H.A. Hazard Communication Standard 29 CFR 1910.1200, and Iowa Administrative Code.
- 3.18 Termination for Convenience of the Federal Government Notwithstanding any other provisions of this Contract, if this Contract is federally funded then the Generators shall have the right to terminate this Contract at the direction of the Federal Government for convenience with 30 calendar days written notice. If allowed by the Federal Government, the Generators will pay the Contractor for work performed up to the point notice was received by the Contractor.
- 3.19 Non-Exclusive. This Contract is not exclusive. Generators may select other contractors to provide goods or services similar or identical to the goods and services provided by Contractor to Generatir, and Contractor may

provide to other clients goods and services similar or identical to the goods and services provided by Contractor to Generator.

3.20 FAR Employment Eligibility Verification This contract may involve funding subject to applicable Federal Acquisitions Regulations (FAR) Employment Eligibility Verification clauses of the prime contract. Contractor shall comply with all terms and conditions of the FAR Employment Eligibility Verification clause (FAR 52.222-54).

3.21 Federal Compliance: Contractor shall comply with the provisions set forth below if applicable and shall include them in its subcontracts. These provisions are available in Appendix A to 2 CFR 215 on the following website:

<http://www.gpo.gov/fdsys/pkg/CFR-2005-title2-vol1/pdf/CFR-2005-title2-vol1-part215-appA.pdf>

Equal Employment Opportunity -All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR, 1964-1965 Comp., p. 339), as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c) -All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C B74), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7) -When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency. This does not apply to Federal disaster funding unless otherwise specified by local regulations.

Contract Work Hours and Safety Standards Act (40 U.S.C 327-333) -Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under section 102 of the Act, each contractor shall be required to compute

the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work In excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Rights to Inventions Made Under a Contract or Agreement -Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) as amended -Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) -Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Debarment and Suspension (E.O.s 12549 and 12689)-A contract award with an amount expected to equal or exceed \$25,000 and certain other contract awards (see 2 CFR 180.220) shall not be made to parties listed on the government-wide Excluded Parties List System, in accordance with the OMB guidelines at 2 CFR part 180 that implement E.O.s 12549 (3 CFR, 1986 Comp., p. 189) and 12689 (3 CFR, 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by Generators, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549. [69 FR 26281, May 11, 2004, as amended at 70 FR 51879, Aug. 31, 2005]

Section 503 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 793) - This Contractor and Subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

Vietnam-era Veterans' Readjustment Assistance Act of 1974, as amended (VEVRAA), (38 U.S.C. 4212) - This

Contractor and Subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

Authorized Signatures Page

Any and all modifications to the terms and conditions of this Contract shall require written consent from Contractor and Generators. Both parties having read and understood all the aforementioned provisions of the Contract have signed all this Agreement and agree to its contents.



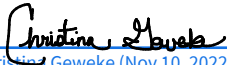
Jamie Albertsen
Associate Director of Procurement Services
Iowa State University

Date Nov 9, 2022



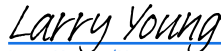
Renee Funk
Chief Procurement Office
University of Iowa

Date Nov 9, 2022



Christina Geweke
Director of Business Operations
University of Northern Iowa

Date Nov 10, 2022



Larry Young (Nov 9, 2022 13:09 CST)

Larry Young
President
A-Tec Recycling Inc.

Date Nov 9, 2022



Randy Bennett (Nov 9, 2022 14:59 CST)

Randy Bennett
Purchasing Agent
Department of Administrative Services

Date Nov 9, 2022



Jean Gustafson
Senior Purchasing Agent
Iowa Department of Transportation

Date Nov 10, 2022

Exhibit 1 – Pricing

RECYCLED CONTENT TYPE	Rate	Unit Measure
Fluorescent lamp 4' and under	\$ 0.25	per lamp
Fluorescent lamp over 4'	\$ 0.48	per lamp
Compact Fluorescent lamps	\$ 0.48	per lamp
LED lamps, 4 ft and under	\$ 1.99	per lamp
LED lamps, over 4 ft.	\$ 1.99	per lamp
LED lamps – variety including other smaller household and larger 240 volt screw in	\$ 1.25	per lamp
LED Strip Lamps (SKU: 200803-11 Seesmart or similar)	\$ 1.25	per lamp
U bend and circular	\$ 0.48	per lamp
High intensity discharge (HID)	\$ 1.00	per lamp
Specialty lamps	\$ 1.99	per lamp
Broken lamps <i>(stored in a sealed container)</i>	\$ 2.00	per pound
Broken HID's <i>(stored in a sealed container)</i>	\$ 2.00	per pound
DEHP ballasts	\$ 1.75	per pound
PCB ballasts	\$ 1.75	per pound
Non-PCB ballasts	\$ -	per pound
PCB capacitors	\$ 6.75	per pound
Computer (CRT) Monitors/TVs	\$10	per each
Computer components	No charge	per pound
Hard drive and pin pad shredding	\$ 5.00	per each
Batteries—Lead acid	\$ 0.75	per pound
Batteries—Alkaline	\$ 1.55	per pound
Batteries—Nickel cadmium <i>(Ni-Cad)</i>	\$ 0.75	per pound
Batteries - Nickel metal hydride (NiMH)	\$ 0.75	per pound
Batteries - Lithium Ion (Li-ion)	\$ 0.75	per pound
Batteries—Silver Oxide	\$ 5.00	per pound
Mercury containing devices	\$ 10.00	per pound
Cell phones and tablets	No charge	per pound
TV's, DVD players, VCR's	\$ 0.20	per pound












RFQ-1000610 Recycling _A-Tec Agreement

Final Audit Report

2022-11-10


Created:	2022-11-09
By:	Jamie Albertsen (jamiea@iastate.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_166Qsw9Bx07GqWroDpUkhxaRPEHx5WE

"RFQ-1000610 Recycling _A-Tec Agreement" History

-  Document created by Jamie Albertsen (jamiea@iastate.edu)
2022-11-09 - 7:04:29 PM GMT
-  Document emailed to lyoung@a-tec-recycling.com for signature
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-  Email viewed by lyoung@a-tec-recycling.com
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-  Signer lyoung@a-tec-recycling.com entered name at signing as Larry Young
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-  Document e-signed by Larry Young (lyoung@a-tec-recycling.com)
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 Document e-signed by Christina Geweke (christina.geweke@uni.edu)


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 Email viewed by jean.gustafson@iowadot.us

2022-11-10 - 3:18:46 PM GMT

 Signer jean.gustafson@iowadot.us entered name at signing as Jean Gustafson

2022-11-10 - 3:20:20 PM GMT

 Document e-signed by Jean Gustafson (jean.gustafson@iowadot.us)

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 Agreement completed.

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